

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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STEWART H. RODMAN
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D. PAUL SOMMERVILLE
VICE CHAIRMAN

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ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION

Monday, August 26, 2019
6:00 p.m.

Large Meeting Room, Hilton Head Island Branch Library
11 Beach City Road, Hilton Head Island

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman 6:00 p.m.
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Councilwoman Howard
[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES** (backup)
 - A. June 10, 2019
 - B. June 17, 2019
5. **RECOGNITIONS**
 - A. Dixie Youth Baseball State Tournament Champs
 - B. Dixie Softball Angels
6. **CITIZEN COMMENTS** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes and comments must pertain to items on the Agenda.]*
7. **ADMINISTRATORS REPORT**
8. **CHAIRMAN'S MINUTES**
9. **CONSENT AGENDA**

A. **Items Originating from the Finance Committee – Councilman Passiment**

1. **Third and Final Reading of an ordinance authorizing the execution and delivery of a Fee Agreement by and between Beaufort County, South Carolina and Project Burnt Church Distillery providing for a payment of a Fee in Lieu of Taxes and other matters related thereto** (backup)



1. Consideration of third and final reading on August 26, 2019
 2. Second reading approved on July 22, 2019 / Vote 11:0
 2. Public Hearing on July 22, 2019
 3. First reading approved, by title only, on June 24, 2019 / Vote 10:0
 4. Finance Committee discussion occurred on June 24, 2019 / (*no vote was taken*)
2. **First Reading of an Ordinance authorizing the issuance and sale of General Obligation Bonds, series 2019c, in the amount not to exceed \$25,000,000; fixing the form and details of the bonds; authorizing the county administrator or her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto** ([backup](#))
1. Consideration of first reading on August 26, 2019
 2. Public Hearing – Monday, September 9, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Finance Committee recommended approval on August 19, 2019 / Vote 11:0
3. **Adoption of a Resolution to adopt policies and procedures for awarding local 3% accommodations and hospitality tax funds** ([backup](#))
1. Consideration of adoption on August 26, 2019
 2. Finance Committee recommended approval on August 19, 2019 / Vote 11:0
4. **Adoption of a Resolution Authorizing County Administrator to execute an MOA with the State Elections Commission for new voter machines** ([backup](#))
1. Consideration of adoption on August 26, 2019
 2. Finance Committee recommended approval on August 12, 2019 / Vote 9:0
5. **Approval to award Paul S. Akins Construction Company, Inc., the contract to renovate and build additions to Fire Station #32 for \$1,222,110.00** ([backup](#))
1. Consideration of approval on August 26, 2019
 2. Finance Committee recommended approval on August 12, 2019 / Vote 10:0
6. **Approval to purchase a Public Health Insecticide applied by Mosquito Control Aircraft for \$208,500.27** ([backup](#))
1. Consideration of approval on August 26, 2019
 2. Finance Committee recommended approval on August 12, 2019 / Vote 11:0
- B. **Items Originating from the Public Facilities Committee – Councilman Flewelling**
1. **Appointments and Reappointments to Boards and Commissions** ([backup](#))
 - a) Eileen Hutton, Joan Iaco and Randy Boehme to the Keep Beaufort County Beautiful Board
 2. **First Reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County known as the Wright Family Park** ([backup](#))
 1. Consideration of first reading on August 26, 2019

2. Public Hearing – Monday, September 9, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public Facilities Committee recommended approval on August 12, 2019 / Vote 11:0
3. **First Reading of an ordinance to appropriate \$21,677 from the local hospitality tax for waterfront structure inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier** (backup)
 1. Consideration of first reading on August 26, 2019
 2. Public Hearing – Monday, September 9, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Public Facilities Committee recommended approval on August 12, 2019 / Vote 11:0
4. **First Reading of an ordinance to appropriate \$27,000 each year for five (5) years from the 3% Local Accommodation Tax funds for the inspections of Broad River Fishing Pier subject to appropriation** (backup)
 1. Consideration of first reading on August 26, 2019
 2. Public Hearing – Monday, September 9, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Public Facilities Committee recommended approval on August 12, 2019 / Vote 11:0
5. **Adoption of a Resolution Authorizing the application of an Impact Fee Credit to Beaufort Memorial Hospital pursuant to an Intergovernmental Agreement regarding road design and construction of Buckwalter Commercial Park frontage road** (backup)
 1. Consideration of adoption on August 26, 2019
 2. Public Facilities Committee recommended approval on August 12, 2019 / Vote 9:2
6. **Approval to award CARE Environmental Corp. the contract for household hazardous waste disposal services for the Beaufort County Solid Waste and Recycling Section in the amount of \$160,000** (backup)
 1. Consideration of approval on August 26, 2019
 2. Public Facilities recommended approval on August 12, 2019 / Vote 11:0
7. **Approval to extend the janitorial cleaning contract with A & B Cleaning Services (July through September)** (backup)
 1. Consideration of approval on August 26, 2019
 2. Public Facilities recommended approval on August 12, 2019 / Vote 11:0
8. **Approval to award Paul S. Akins Construction Company, Inc., the contract for the Beaufort County Government Complex, New Office Building in the amount of \$6,775,812.00** (backup)
 1. Consideration of approval on August 26, 2019
 2. Public Facilities recommended approval on August 12, 2019 / Vote 11:0
- C. **Items Originating from the Natural Resources Committee – Councilwoman Howard**
 1. **Appointments and Reappointments to Boards and Commissions** (backup)

1. Ryan Stefonick to the Rural and Critical Lands Board
2. Dennis Nelson to the Southern Beaufort County Corridor Beautification Board
3. General Harold L. Mitchell to the Planning Commissions (Sub for District 1)
4. Kevin Mack reappointed to the Zoning Board of Appeals

2. Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU) (backup)

1. Consideration of third and final reading on August 26, 2019
2. Public hearing on June 10, 2019
3. Second reading approved on June 10, 2019 / Vote 9:1
4. First reading approved on May 28, 2019 / Vote 9:0
5. Natural Resources Committee recommended approval on May 20, 2019 / Vote 7:1

3. Third and Final Reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances for 19 Covenant Drive from S1 Industrial to T2 Rural (backup)

1. Consideration of third and final reading on August 26, 2019
2. Second reading approved on July 22, 2019 / 11:0
3. Public Hearing on July 22, 2019
4. First reading approved on June 24, 2019 / Vote 10:0
5. Natural Resources Committee recommended approval on June 17, 2019 / Vote 4:0

D. Items Originating from the Executive Committee – Chairman Rodman

1. First Reading of an Ordinance pertaining to the sale of Myrtle Business Park (backup)

1. Consideration of first reading on August 26, 2019
2. Public Hearing – Monday, September 9, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort

2. Adoption of a Resolution approving the Airport Hangar Use Agreement (backup)

1. Consideration of adoption on August 26, 2019
2. Executive Committee recommended approval on August 12, 2019 / Vote 11:0

10. PUBLIC HEARINGS

A. Public Hearing and Second Reading of an ordinance authorizing the execution of a lease for Agnes Major Community Center to the Boys and Girls Club of the Lowcountry (backup)

1. Public Hearing on August 26, 2019
2. Consideration of Second Reading on August 26, 2019
3. First Reading approved on July 22, 2019 / Vote 11:0
4. Governmental Committee recommended approval on June 24, 2019 / Vote 9:0

B. Public Hearing and Second Reading of an ordinance amending the County's 2019 General Bond ordinance (Ordinance No. 2019/21) to add \$500,000 to the bond amount for TCL training kitchen (backup)

1. Public Hearing on August 26, 2019
2. Consideration of Second Reading on August 26, 2019
3. First Reading approved on July 22, 2019 / Vote 11:0
4. Finance Committee recommended approval on June 3, 2019 / Vote 9:0

C. Public Hearing and Second Reading of an ordinance adopting an Intergovernmental Agreement with the City of Hardeeville for the collection of Public Facility Development Impact Fees ([backup](#))

1. Public Hearing on August 26, 2019
2. Consideration of Second Reading on August 26, 2019
3. First Reading approved on July 22, 2019 / 11:0
4. Finance Committee discussion occurred on June 24, 2019 / Vote 10:0

11. MATTERS ARISING OUT OF EXECUTIVE SESSION

12. COMMITTEE REPORTS

Prior Meetings

1. Finance Committee (August 12, 2019)
2. Public Facilities Committee (August 12, 2019)
3. Executive Committee (August 12, 2019)
4. Community Services Committee (August 19, 2019)
5. Natural Resources Committee (August 19, 2019)
6. Joint Special Meeting of the Finance and Public Facilities Committees (August 19, 2019)

Upcoming Meetings

1. Finance Committee (September 3, 2019)
2. Public Facilities Committee (September 3, 2019)
3. Executive Committee (September 9, 2019)

13. CITIZEN COMMENTS *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]*

14. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

APPROVAL OF MINUTES

Council Committee:

Meeting Date:

August 26, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

June 10, 2019 - Caucus and Regular Session Meeting Minutes
June 17, 2019 - Regular Session Meeting Minutes (No Caucus on that date)

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
CAUCUS**

June 10, 2019

ECR, Administrative Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

Attendance

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Brian Flewelling, Joe Passiment, York Glover, Mark Lawson, Alice Howard and Gerald Dawson

Absent: Chris Hervochon and Lawrence McElynn.

Call to Order

Chairman Rodman called the meeting to order at 5:15 p.m.

Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

Approval of Agenda

It was moved by Councilman Glover, seconded by Councilman Flewelling that Council approve the agenda. The vote: YEAS: Councilman Flewelling, Councilman Dawson, Councilman Glover, Councilman Lawson, Councilwoman Howard, Councilman Covert, Councilman Sommerville and Councilman Rodman. The motion passed.

Citizen Comments

There were no comments.

Executive Session

It was moved by Councilman Flewelling, seconded by Councilwoman Howard to go immediately into executive session. The vote: YEAS: Councilman Flewelling, Councilman Dawson, Councilman Glover, Councilman Covert, Councilman Lawson, Councilwoman Howard, Councilman Sommerville and Councilman Rodman. The motion passed. Executive session started at 5:23pm.

The meeting went into recess at 5:58pm

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:

MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION

June 10, 2019

Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

Attendance

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Joe Passiment, York Glover, Alice Howard, Lawrence McElynn, Michael Covert, Brian Flewelling, Mark Lawson and Gerald Dawson.

Absent: Chris Hervochon

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE - Councilman Gerald Dawson

INVOCATION - Councilman Gerald Dawson

APPROVAL OF AGENDA

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment that Council approve the agenda. The vote: YEAS: Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman Sommerville, Councilman Lawson, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

Main Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council amend the agenda to include the lease of Marshside Mama's on Daufuskie Island. The vote: YEAS: Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman Sommerville, Councilman Lawson, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

CITIZEN COMMENT

Mare Baracco spoke about the DSN janitorial contract renewal and distributed documents to members. She stated that according to procurement ordinances a County department cannot also be a vendor. Because of this she feels that DSN has no business bidding on contracts without the appropriate oversight. She informed Council that she has filed a formal complaint with the State Attorney General's Office regarding the issue.

CONSENT AGENDA

A. Items Originating from the Public Facilities Committee – Councilman Flewelling

1. Appointments and Reappointments to Boards and Commissions
 - a. Luana Graves Sellars to Beaufort County Transportation Committee
2. Third reading of an ordinance authorizing approval of two lease agreements for Crystal Lake Park
3. First reading of an ordinance approving the lease of Bob Jones Property
4. A resolution adopting the five (5) year county dirt road paving plan
5. A resolution for the purchase of Buckwalter Place land encroachment
6. Approval of Facilities Master Plan RFQ

B. Items Originating from the Finance Committee – Councilman Passiment

1. Third reading of an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan
2. First reading of Fiscal Year 2019-2020 Airports Budget Proposal (Enterprise Fund)
3. First reading of Fiscal Year 2019-2020 Stormwater Management Utility Budget Proposal (Enterprise Fund)
4. First reading of an ordinance to appropriate funds not to exceed \$114,450.00 from the 3% local accommodations tax funds to the county general fund to provide support for the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball Event
5. A resolution adopting Fiscal Year 2019 Comprehensive Annual Financial Report Timeline
6. Approval of Fiscal Year 2020 Contract Renewals

C. Items Originating from the Governmental Committee – Councilman Sommerville

1. **Third reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals**

Discussion: Chairman Rodman asked if Council was ready to vote on the Consent Agenda. Councilman Glover asked if agenda item A4-A resolution adopting the five (5) year county dirt road paving plan could be pulled from the agenda.

Councilman Covert requested agenda item B6-Approval of Fiscal Year 2020 Contract Renewals be pulled from the agenda.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Council amend the agenda to remove A4-A resolution adopting the five (5) year county dirt road paving plan and B6-Approval of Fiscal Year 2020 Contract Renewals. The vote: YEAS: Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman Sommerville, Councilman Lawson, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

Discussion: Due to extensive discussion, Chairman Rodman suggested the DSN contract renewal and other package of other contracts be broken into two with the DSN contract renewal separate from the others.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert that Council separate the DSN contract renewal from the contract package and vote separately. The vote: YEAS: Councilman Glover, Councilman Passiment, Councilwoman Howard, Councilman Sommerville, Councilman Lawson, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed unanimously.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Council amended consent agenda The vote: YEAS: Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman Sommerville, Councilman Lawson, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

NON-CONSENT AGENDA

A. Public Hearings and Second Readings

1. Public hearing and second reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County

Chairman Rodman opened the floor for a public hearing.
No one came forward

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Council approve an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County. The vote: YEAS: Councilman Glover,

Councilman Passiment, Councilman Sommerville, Councilman Lawson, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

2. Public hearing and second reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site.”

Chairman Rodman opened the floor for a public hearing on an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site.”

No one came forward.

Chairman Rodman closed the public hearing.

Discussion: Councilman Sommerville stated that this has been discussed for years, and the agreement is extremely generous with Mr. Graves. Millionaires living for free on County property. He’s concerned that we are giving away property.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert that Council approve an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site” The vote: YEAS: Councilman Lawson, Councilman Glover, Councilman Passiment, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. NAYS: Councilwoman Howard and Councilman Sommerville. The motion passed 8-2.

3. Public hearing and second reading of an ordinance authorizing approval of a lease agreement for The Lind Brown Center

Chairman Rodman opened the floor for a public hearing on an ordinance authorizing approval of a lease agreement for The Lind Brown Center.

No one came forward.

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilwoman Howard, seconded by Councilman Flewelling that Council approve an ordinance authorizing approval of a lease agreement for The Lind Brown Center, The vote: YEAS: Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Sommerville, Councilman Lawson, Councilman Flewelling, Councilman Covert and Councilman Dawson, and Councilman Glover. The motion passed unanimously.

4. Public hearing and second reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)

Chairman Rodman opened the floor for a public hearing on an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)

No one came forward.

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilwoman Howard, seconded by Councilman Flewelling that Council approve an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU). The vote: YEAS: Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Sommerville, Councilman Lawson, Councilman Flewelling, Councilman Covert and Councilman Dawson. NAYS: Councilman Glover. The motion passed.

B. First Readings

1. First reading of Fiscal Year 2019-2020 Beaufort County Budget Proposal

Discussion: Councilman Dawson said he'd support the bill but wanted to confirm the public health line items were included. Councilman Glover is voting against it because he thinks there are still places to cut. County Administrator Jacobs asked Mr. Glover for guidance on what specifically he'd like her to focus on to review for budget cuts. The Administrator offered to bring a balance budget but she needs direction. Council agreed to pass along items and make suggestions on how to balance the budget.

Motion: It was moved by Councilman Passiment, seconded by Councilman McElynn that Council approve an ordinance authorizing approval of a lease agreement for first reading of Fiscal Year 2019-2020 Beaufort County Budget Proposal. The vote: YEAS: Councilman Sommerville, Councilman Lawson, Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Sommerville, Councilman Lawson, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed unanimously 10-0.

2. First reading of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2019 and to make appropriations for said purposes.

Discussion: Councilman Sommerville questioned Council's role in school budget spending. With a smaller group of people who foot the bill and problem gets worse. He's concerned that we can't

keep rubber stamping increasing budget each year. Attorney Keaveny said he will continue discussions with School administration on the tax increase issues.

Motion: It was moved by Councilman Passiment, seconded by Councilwoman Howard that Council approve an ordinance first reading of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2019 and to make appropriations for said purposes. The vote: YEAS: Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Sommerville, Councilman Lawson, Councilman Flewelling, Councilman Covert and Councilman Dawson, and Councilman Glover. NAYS: Councilman Flewelling and Councilman Glover. The motion passed 8-2.

3. First reading of an ordinance based on the request from the Beaufort County Board of Education to suspend the millage limitation imposed by SC Code Section 6-1-320 and increase the millage rate by an additional 5.9 mills because of the deficiency of the preceding year

Motion: It was moved by Councilman Dawson, seconded by Councilman Glover that Council approve an ordinance based on the request from the Beaufort County Board of Education to suspend the millage limitation imposed by SC Code Section 6-1-320 and increase the millage rate by an additional 5.9 mills because of the deficiency of the preceding year. The vote: YEAS: Councilman Passiment, Councilman Rodman, Councilman McElynn, Councilman Lawson, Councilman Covert and Councilman Dawson. NAYS: Councilman Sommerville, Councilman Flewelling and Councilwoman Howard. Vote was 7-3. Motion needed 8 YAYS to pass. Motion dies.

Citizen Comment

Board of Ed Member William Smith spoke in support of the Beaufort County School District budget and millage increases.

Other items:

Chairman Rodman noted that Council was asked for an ordinance and first reading in title only. Assistant County Attorney Chris Inglese asked Council for an ordinance, first reading in title only that would add the adjacent general store due to SC DHEC requirements for kitchen availability.

Motion: Chairman Rodman asked for a vote that Council approve an ordinance and first reading in title only that includes the modification to Marshside Mama's lease agreement. The vote: YEAS: Councilman Passiment, Councilman Rodman, Councilman McElynn, Councilman Lawson, Councilman Covert and Councilman Dawson, Councilman Sommerville, Councilman Flewelling and Councilwoman Howard. pass. Motion passes unanimously.

Discussion and Action Items

A. Committee Reports

Finance Committee, Chairman Joseph Passiment

There was a thorough budget discussion as well as a presentation for TCL's new Culinary Kitchen; the committee also approved the budget in first reading.

Public Facilities Committee, Chairman Brian Flewelling

No report given.

Natural Resources Committee, Chairwoman Alice Howard

Councilwoman Howard announced the June 12th Stormwater board meeting, MS4 inspections done to date, the committee will be setting agenda this coming Wednesday for the meeting on the 17th, and the committee has received construction bid approvals for Widgeon Point and Crystal Lake phase three.

Community Services Committee, Chairman Larry McElynn

Councilman McElynn had two items that will possibly gain approval. The first is the continued renovation of the library—they need approval for phase 2, and the other item is the possible discussion for the land service for Daufuskie Ferry Company—if it comes in. If not Chairman McElynn said it will be rescheduled for the August meeting and will have to put a temporary contract for July and August in place.

Citizen Comment

Shemuel Yisrael, a citizen of Yemassee, transcribed phone conversations between Town Administrator and Yemassee Police Chief. Mr. Yisrael stated the Town of Yemassee is forcing the citizen off the land for unknown reasons. Claims the town of Yemassee is using illegal methods to get him to vacate his property which he claims has been abandoned. He claims harassment by police as well.

ITEMS ARISING OUT OF EXECUTIVE SESSION

No matters arising out of executive session.

Adjournment

The meeting adjourned at 8:23 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

DRAFT

MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION

June 17, 2019

Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

Attendance

Present: Chairman Stu Rodman, and Council Members Joe Passiment, York Glover, Alice Howard, Lawrence McElynn, Michael Covert, Mark Lawson and Brian Flewelling.

Absent: Vice Chairman Paul Sommerville Chris Hervochon, and Gerald Dawson

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:17 p.m.

PLEDGE OF ALLEGIANCE - Chairman Rodman

INVOCATION - Chairman Rodman

APPROVAL OF AGENDA

Chairman Rodman suggested rearranging the order of the agenda to move the DSN Presentation first before Citizen Comments before voting approval. Attorney Keavney requested that the 2nd reading of Malind Bluff be removed and added to the June 24 Council meeting. Chairman Rodman called for the vote.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment that Council approve the agenda as amended. The vote: YEAS: Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Lawson and Councilman Covert. The motion passed.

PRESENTATION

Disabilities and Special Needs – *Dave Thomas, Purchasing Director*

Councilman Flewelling expressed concerns about the questions if DSN is a Beaufort County Department and how it could enter into the contract. Attorney Keavney explained the contract is legal and follows County ordinance. Attorney Keavney noted the DSN program and contract have been audited by state of South Carolina, SLED and US Department of Labor. Former Administrator

Gary Kubic spent time as Administrator reviewing many contracts and working to improve how services are offered to consumers. He was satisfied that the obligations of the contract was fulfilled. Parks and Rec Director Shannon Loper spoke in support of extending the contract. Ray McBride, County Library Director spoke in support of the contract. They clean the St. Helena Library and he said they do a fabulous job.

Councilman Lawson asked why we need to bid this out if we don't need to. Attorney Keavney said according to the County Code it can be renewed without being bid out. Chairman Rodman polled Council and none want to remove it from Consent Agenda.

CITIZEN COMMENT

James & Eric (son) Williams spoke about the DSN contract. Son Eric works at St. Helena Library. His father is proud he works and said what's most important is he's paying in to Medicare for himself. He also helps with bills at home too.

Eric Williams loves his job, loves working, loves DSN and the contract helps other DSN consumers too.

Melina Lee's son is at DSN on the contract. He loves working and supports extending the contract.

Theresa Senese's sister is a consumer and supports the contract.

Mare Baracco spoke against the DSN Contract and inquired as to if Council is following proper procedure to implement the contract.

Jessica James, a DSN consumer, stated she loves making her own money and supports renewing the contract.

Sophia Washington, a DSN Consumer, loves her job, wants to live independently, and supports renewing the contract.

Lyndsey Glover, a DSN consumer, supports extending the contract.

Jason Deschamp, a DSN consumer, supports extending the contract.

Evelyn Rose Johnson, a DSN consumer, supports the contract

Joe Dugan, Malind Point, spoke against the PUD.

Attorney Keavney addressed Ms. Baracco's comments citing the affidavits. He reiterated that no wrongdoing or exploitation of consumers was found by federal and state investigators.

CONSENT AGENDA

A. Approval of May 28, 2019 Council Meeting Minutes

B. Items Originating from the Public Facilities Committee – Councilman Flewelling

1. Third Reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County
2. Third Reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site”
3. Third Reading of an ordinance authorizing approval of a lease agreement for The Lind Brown Center

C. Items Originating from the Finance Committee – Councilman Passiment

1. Approval of an increase in the Technical College of the Lowcountry’s loan amount by \$500,000 for the expansion of their Culinary Training Kitchen
2. Approval of DSN Contract Renewal

D. Items Originating from the Natural Resources Committee – Councilwoman Howard

1. Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)

E. Items Originating from the Executive Committee – Chairman Rodman

1. Second Reading of an ordinance amending the 2008 development agreement and PUD
2. Second Reading of an ordinance to authorize the Administrator to execute an amended lease agreement for the Marshside Mama’s building to include the adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space

DISCUSSION: Councilman Flewelling requested agenda item D1-Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU) be pulled from the consent agenda.

Councilman Rodman requested C1-Approval of an increase in the Technical College of the Lowcountry’s loan amount by \$500,000 for the expansion of their Culinary Training Kitchen, C2-Approval of DSN Contract Renewal, B2-Third Reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site” and E2- Second Reading of an ordinance to authorize the Administrator to execute an amended lease agreement for the Marshside Mama’s building to include the adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space be removed from the consent agenda.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment that Council amend the agenda to remove D1-Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU) be pulled from the consent agenda, Councilman Rodman requested C1-Approval of an increase in the Technical College of the Lowcountry's loan amount by \$500,000 for the expansion of their Culinary Training Kitchen, C2- Approval of DSN Contract Renewal, B2-Third Reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the "Barn Site" and E2-Second Reading of an ordinance to authorize the Administrator to execute an amended lease agreement for the Marshside Mama's building to include the adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space be removed from the consent agenda. The vote: YEAS: Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Lawson, Councilman Flewelling, and Councilman Covert. The motion passed.

Amended Agenda Items

B. 2. Third Reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the "Barn Site."

Discussion: Councilwoman Howard requested this be a separate vote.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment that Council to approve B2 - Third Reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the "Barn Site. The vote: YEAS: Councilman Passiment, Councilman Glover, Councilman Rodman, Councilman McElynn, Councilman Lawson, Councilman Flewelling, and Councilman Covert. The NAYS: Councilwoman Howard. The motion passed 7-1.

D. 1. Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)

Discussion: Councilman Flewelling requested this be delayed on behalf of Councilman Dawson until more questions have been answered.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Council to approve D1 - Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU) The vote: YEAS: Councilman Passiment, Councilman Glover, Councilman Rodman, Councilman McElynn, Councilman Lawson, Councilman Flewelling, Councilwoman Howard, and Councilman Covert. The motion passes 8-0.

E. 2. Second Reading of an ordinance to authorize the Administrator to execute an amended lease agreement for the Marshside Mama's building to include the

adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space.

Discussion: Councilman Rodman asked this be delayed due to lease issues between the general store and clarifying DHEC's requirements. There was some discussion that an RFP is necessary for the remainder of the store. Councilman Lawson spoke in support of the lease and RFP. Mr. Huggins outlined the challenges to the spaces. The restaurant vendor spoke explaining that to be successful they need control of both spaces. Chase Allen, resident and business owner on Daufuskie Island spoke against the Marshside Mama's lease. Anna Clark, Daufuskie Island resident and business owner spoke against the lease.

No vote taken. Second reading will be at the next Council meeting.

NON-CONSENT AGENDA

A. Public Hearings and Second Readings

1. Second Reading and Public Hearing of an ordinance approving the lease of Bob Jones Property

Chairman Rodman opened the floor for a public hearing.

No one came forward

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Council approve the Second Reading and Public Hearing of an ordinance approving the lease of Bob Jones Property. The vote: YEAS: Councilman Glover, Councilman Passiment, Councilman Lawson, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling and Councilman Covert. The motion passed 8-0.

2. Second Reading and Public Hearing of an ordinance to appropriate funds not to exceed \$114,450.00 from the 3% local accommodations tax funds to the county general fund to provide support for the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball Event

Chairman Rodman opened the floor for a public hearing.

No one came forward

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council approve Second Reading and Public Hearing of an ordinance to appropriate funds not to exceed \$114,450.00 from the 3% local accommodations tax funds to the county general fund to provide

support for the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball Event. The vote: YEAS: Councilman Glover, Councilman Passiment, Councilman Lawson, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, and Councilman Covert. The motion passed 8-0.

3. Second Reading and Public Hearing of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2019 and to make appropriations for said purposes

Chairman Rodman opened the floor for a public hearing.

Citizen Comment:

Richard Bisi – spoke against the school budget

Denise Unruh – spoke in favor of the school budget

Richard Geier BOE Member/Tanya Crosby BOE CFO—presented a revised, certified budget

William Smith, BOE – spoke in favor of the school budget

Chairman Rodman closed the public hearing.

Discussion: Councilman Glover supports the school board budget. Councilman Flewelling is committed to public education however the budget request doesn't reflect the true need and expense. Costs and needs are overstated and he is unable to support the bill. Councilman Rodman will support it but has concerns.

Motion: It was moved by Councilman Passiment, seconded by Councilwoman Howard that Council approve the Second Reading and Public Hearing of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2019 and to make appropriations for said purposes The vote: YEAS: Councilman Glover, Councilman Passiment, Councilman Lawson, Councilwoman Howard, and Councilman Rodman. The NAYS: Councilman Covert, Councilman Flewelling and Councilman McElynn. The motion passed 5-3.

4. Second Reading and Public Hearing of Fiscal Year 2019-2020 Airports Budget Proposal (Enterprise Fund)

5. Second Reading and Public Hearing of Fiscal Year 2019-2020 Stormwater Management Utility Budget Proposal (Enterprise Fund)

Chairman Rodman opened the floor for a public hearing.

No one came forward

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council approve the Second Reading and Public Hearing of Fiscal Year 2019-2020 Airports Budget Proposal (Enterprise Fund) and Second Reading and Public Hearing of Fiscal Year 2019-2020 Stormwater Management Utility Budget Proposal (Enterprise Fund). The vote: YEAS: Councilman Glover, Councilman Passiment, Councilman Lawson, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, and Councilman Covert. The motion passed 8-0.

6. Second Reading and Public Hearing of Fiscal Year 2019-2020 Beaufort County Budget Proposal

Chairman Rodman opened the floor for a public hearing.

No one came forward

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Passiment, seconded by Councilwoman Howard that Council approve Second Reading and Public Hearing of Fiscal Year 2019-2020 Beaufort County Budget Proposal. The vote: YEAS: Councilman Passiment, Councilman Lawson, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, and Councilman Covert. The NAYS: Councilman Glover. The motion passed 7-1.

Second Readings (Public Hearings to be held during Third Readings)

1. **Second Reading of an ordinance amending the 2008 development agreement and PUD**
2. **Second Reading of an ordinance to authorize the Administrator to execute an amended lease agreement for the Marshside Mama's building to include the adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space**

DISCUSSION AND ACTION ITEMS

Committee Reports

Natural Resources Committee, Chairwoman Alice Howard

Councilwoman Howard reported that the committee received updates on both the Crystal Lake and Widgeon Point Park contract awards and planned improvements. They also moved forward with the Highway 278 median improvements and discussion on rezoning in Northern Beaufort County.

Community Services Committee, Chairman Larry McElynn

Councilman McElynn reported that the Bluffton library renovation project was moving forward smoothly. The next project will be interior renovations funded by library impact fees. The library staff will also conduct a study on service needs for a potential expansion of the Bluffton Branch.

Executive Committee, Chairman Stu Rodman

Primary discussions were budget-related. A report was received from the retreat facilitators that reviewed Council's priorities and milestones.

CITIZEN COMMENT

Terry Lasiter, Beaufort County Resident, spoke against Malind Bluff.

Mare Baracco, spoke in order to clarify her previous comments.

Shemuel Yisrael, Yemassee resident, spoke regarding police brutality.

ITEMS ARISING OUT OF EXECUTIVE SESSION

No matters arising out of executive session.

ADJOURNMENT

The meeting adjourned at 8:17 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
ORDINANCE

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND PROJECT BURNT CHURCH PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (the “County”) acting by and through its County Council (the “County Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the “State”) and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, a company current identified as “Project Burnt Church” (referred to hereinafter as the “Company”) intends to invest in the establishment of a manufacturing facility in the County through the acquisition of land, a building, and improvements thereon (the “Land and Building”); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$10,250,000, and which is anticipated to result in the creation of 27 new, full-time jobs in the County, over five years (the “Project”), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, pursuant to an Inducement Resolution dated as of June 24, 2019, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the “Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period; and

WHEREAS, it appears that the Fee 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 an industrial facility in the State of South Carolina, the Fee 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 subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes 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 Fee 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 Fee 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 Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee 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 Fee 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 Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee 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 _____, 2019.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

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 , 2019.

Signature: _____

Name: _____

Title: Clerk to County Council

FEE AGREEMENT

Between

BEAUFORT COUNTY, SOUTH CAROLINA

and

PROJECT BURNT CHURCH

Dated as of _____, 2019

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2019 by and between BEAUFORT COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Beaufort County Council (the "County Council") as the governing body of the County, and PROJECT BURNT CHURCH (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) 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; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the execution of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean PROJECT BURNT CHURCH and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Beaufort County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Beaufort County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2019 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 234.3 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2019, as provided under Section 12-44-50(A)(1)(d) of the Act. **[COUNTY, PLEASE CONFIRM MILLAGE RATE FOR 7/1/18-6/30/19 FISCAL YEAR.]**

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of _____, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Manager, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, if the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company in accordance with Section 3.3(a) or (b) above with respect to property placed in service as part of the Project.

(d) Whenever the County shall be required by any governmental or financing entity to file or produce any reports, notices, returns, or other documents related to this transaction while this Fee Agreement is in effect, the Company shall promptly furnish to the County through the County Administrator the completed form of such required documents, to the extent that the Company possesses the information necessary to complete the documents. In the event of a failure or refusal of the Company to comply with this provision, within 30 days after presentation of a statement by the County, the Company shall pay the attorney's fees the County incurs in producing and filing such documents and any fees, penalties, assessments, or damages that the law imposes upon the County by reason of its failure duly to file or produce such documents.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty

assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2019, which is 234.3 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments. **[COUNTY: PLEASE CONFIRM MILLAGE.]**

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development

Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

(d) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the Company until the Company shall have fully paid the amount, and the Company agrees to pay the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

(c) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the

Company until the Company shall have fully paid the amount, and the Company agrees to pay the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and
- (ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the

incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a

portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such

disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorney's fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action; or

(f) A cessation of operations at the Project by the Company.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as Section 12-44-90 of the Act provides. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code of Laws of South Carolina, 1976, as amended) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement; or

- (3) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when 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 shall have previously furnished 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:

IF TO THE COMPANY:

Project Burnt Church

Attn: _____

IF TO THE COUNTY:

Beaufort County, South Carolina
Attn: County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their 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 Fee 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 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company with the benefits of such change in the Act or South Carolina laws.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following

business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

ARTICLE VII

INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County (i) the Company shall agree to indemnify and save the County, its members, officers, employees, servants, and agents (collectively, the “Indemnified Parties”), 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 Fee Term, and, the Company further shall indemnify and save the Indemnified Parties harmless against and from all claims arising during the Fee Term from (A) any condition of the Project, (B) any breach or default on the part of the Company in the performance of any of its obligations under this Fee Agreement, (C) any act of negligence of the Company, or of any agents, contractors, servants, employees, or licensees, (D) except in such cases where the County has released the Company, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, and/or (E) any environmental violation, condition, or effect. 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 it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Fee, by reason of the execution of this Fee Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or the operation of the Project 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, if the County, its agents, officers, or employees should incur any such pecuniary liability, then in such event 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 or proceeding; provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to

(i) the gross negligent acts or omissions or willful misconduct of the County, its agents, officers, or employees, or (ii) any breach of this Fee Agreement by the County.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Fee Agreement which the County is requested to sign on behalf of the Company with respect to the Project, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Fee Agreement pursuant to any provision elsewhere in this Fee Agreement shall relieve the Company of its liability and obligations to make the payments required by this Section 7.1, all of which shall survive any such termination.

Section 7.2 No Liability of County Personnel. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and shall be binding upon any member of the County Council or any officer, agent, servant, or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servant, or employee of the County, and no recourse shall be had against any member of the County Council or any officer, agent, servant, or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

PROJECT BURNT CHURCH

Signature: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

[COMPANY: PLEASE PROVIDE LEGAL DESCRIPTION.]

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

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

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not to exceed eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State of South Carolina (the “State”) may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not to exceed its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code (“Title 11, Chapter 27”), provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

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

(f) In a referendum (the “Referendum”) held in the County on November 6, 2018, the following question was submitted to the qualified electors of the County:

Shall Beaufort County, South Carolina, issue general obligation bonds, not to exceed \$25 million, for the purpose of land preservation, by purchasing open land in Beaufort County in order to protect water quality, protect local waterways such as the Port Royal Sound, and local creeks and rivers such as the Okatie, Broad and May Rivers, wildlife areas, wetlands, natural lands, farmland, coastal areas, shellfish beds, and nursery areas for recreational and commercial fisheries, and beaches, and provide buffers for the Marine Corps Air Station Beaufort. All expenditures shall be subject to an annual independent audit and an amount not to exceed twenty percent (20%) of the funds created by this referendum may be used to improve existing and newly acquired open space and natural areas protected under this program?

The Referendum was duly conducted and a majority of the qualified electors of the School District voted in favor of the issuance of the general obligation bonds.

(g) It is now in the best interest of the County for County Council to provide for the issuance and sale of not to exceed \$25,000,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) funding projects approved in the Referendum (the "Projects"); (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not to exceed \$25,000,000 aggregate principal amount of general obligation bonds of the County to be designated "\$25,000,000 (or such lesser amount issued) General Obligation Bonds, (appropriate series designation), of Beaufort County, South Carolina" (the "Bonds"), for the purposes set forth in Section 1(g) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or her lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or her lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the County Administrator or her lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine the date and time of sale of the Bonds; (f) receive bids on behalf of the County Council; and (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the County Administrator and/or her lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in

exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Island Packet and The Beaufort Gazette, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or her lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or her lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

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

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

SECTION 14. Declaration of Intent to Reimburse Certain Expenditures. This Resolution shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to the Projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 15. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial

Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth on Exhibit A attached to this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

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

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

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within

thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 19. Continuing Disclosure. In compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

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

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

"Government Obligations" shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS").

SECTION 22. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP (Burr Forman McNair), as Bond Counsel and Hilltop Securities as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

Enacted this ____ day of _____, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF BEAUFORT
 GENERAL OBLIGATION BOND, SERIES 2019C

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____ in _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____ in _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any integral multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2019.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or her duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

NOTICE: The signature to this agreement
this agreement must correspond with the
name of the registered holder as it appears
upon the face of the within Bond in every
particular, without alteration or enlargement
or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on _____, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not to exceed \$25,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) funding projects approved in a referendum held in the County on November 6, 2018; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2019, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO." (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed \$25,000,000 General Obligation Bonds, Series 2019C (the "Bonds") of the County.

The proceeds of the Bonds will be used for the following purposes: (i) funding projects approved in a referendum held in the County on November 6, 2018; (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2019C,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the "County"), until 11:00 a.m, South Carolina time, on _____, _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2019C, of the County (the "Bonds").

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission, the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of Burr & Forman LLP, Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about _____, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to Burr & Forman LLP, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: fheizer@burr.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, Chad Cowan, Vice President, Hilltop Securities, 5925 Carnegie Boulevard, Suite 380, Charlotte, North Carolina 28209, telephone (704) 654-3451, e-mail: jeff.minch@hilltopsecurities.com.

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Bonds, Series 2019C, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2020, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Annual and Estimated Market Value Summary of taxable property in County;
- (e) Tax rates for County;
- (f) Tax collections for County; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or

similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the School Districts is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful

misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2019

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Issue: \$_____ General Obligation Bonds, Series 2019C,
Beaufort County, South Carolina

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA

BEAUFORT COUNTY, SOUTH CAROLINA
Rural and Critical Lands Program \$25 million voter approved debt (November 2018)
Estimated/Projected Debt Service and Impact on Millage Rate

Fiscal Year Ending	Principal	Interest	Total Current Debt Service	Assumes 2.5% Interest Rate			Assumes 3% Interest Rate		
				Projected Principal	Projected Interest	Total Projected Debt Service	Projected Principal	Projected Interest	Total Projected Debt Service
6/30/2020	\$ 6,087,902	\$ 3,165,909	\$ 9,253,811	\$ 990,000	\$ 630,000	\$ 1,620,000	\$ 930,000	\$ 750,000	\$ 1,680,000
6/30/2021	\$ 7,196,961	\$ 2,913,084	\$ 10,110,045	\$ 1,010,000	\$ 600,000	\$ 1,610,000	\$ 960,000	\$ 720,000	\$ 1,680,000
6/30/2022	\$ 7,478,262	\$ 2,652,351	\$ 10,130,613	\$ 1,030,000	\$ 580,000	\$ 1,610,000	\$ 990,000	\$ 690,000	\$ 1,680,000
6/30/2023	\$ 7,766,809	\$ 2,374,475	\$ 10,141,284	\$ 1,050,000	\$ 550,000	\$ 1,600,000	\$ 1,010,000	\$ 660,000	\$ 1,670,000
6/30/2024	\$ 8,105,909	\$ 2,081,626	\$ 10,187,535	\$ 1,080,000	\$ 520,000	\$ 1,600,000	\$ 1,050,000	\$ 630,000	\$ 1,680,000
6/30/2025	\$ 6,739,647	\$ 1,758,984	\$ 8,498,631	\$ 1,110,000	\$ 500,000	\$ 1,610,000	\$ 1,080,000	\$ 600,000	\$ 1,680,000
6/30/2026	\$ 3,380,698	\$ 1,520,653	\$ 4,901,351	\$ 1,130,000	\$ 470,000	\$ 1,600,000	\$ 1,110,000	\$ 570,000	\$ 1,680,000
6/30/2027	\$ 4,894,759	\$ 1,385,807	\$ 6,280,566	\$ 1,160,000	\$ 440,000	\$ 1,600,000	\$ 1,140,000	\$ 540,000	\$ 1,680,000
6/30/2028	\$ 4,894,510	\$ 1,194,472	\$ 6,088,982	\$ 1,190,000	\$ 410,000	\$ 1,600,000	\$ 1,180,000	\$ 500,000	\$ 1,680,000
6/30/2029	\$ 5,061,962	\$ 1,001,783	\$ 6,063,745	\$ 1,220,000	\$ 380,000	\$ 1,600,000	\$ 1,210,000	\$ 470,000	\$ 1,680,000
6/30/2030	\$ 5,058,824	\$ 802,647	\$ 5,861,471	\$ 1,250,000	\$ 350,000	\$ 1,600,000	\$ 1,250,000	\$ 430,000	\$ 1,680,000
6/30/2031	\$ 5,234,608	\$ 625,269	\$ 5,859,877	\$ 1,280,000	\$ 320,000	\$ 1,600,000	\$ 1,290,000	\$ 390,000	\$ 1,680,000
6/30/2032	\$ 3,269,314	\$ 441,659	\$ 3,710,973	\$ 1,320,000	\$ 290,000	\$ 1,610,000	\$ 1,330,000	\$ 350,000	\$ 1,680,000
6/30/2033	\$ 3,387,942	\$ 341,598	\$ 3,729,540	\$ 1,350,000	\$ 250,000	\$ 1,600,000	\$ 1,370,000	\$ 310,000	\$ 1,680,000
6/30/2034	\$ 1,823,530	\$ 237,917	\$ 2,061,447	\$ 1,380,000	\$ 220,000	\$ 1,600,000	\$ 1,410,000	\$ 270,000	\$ 1,680,000
6/30/2035	\$ 1,896,079	\$ 183,211	\$ 2,079,290	\$ 1,420,000	\$ 190,000	\$ 1,610,000	\$ 1,450,000	\$ 230,000	\$ 1,680,000
6/30/2036	\$ 1,952,942	\$ 123,958	\$ 2,076,900	\$ 1,450,000	\$ 150,000	\$ 1,600,000	\$ 1,490,000	\$ 190,000	\$ 1,680,000
6/30/2037	\$ 2,013,726	\$ 62,929	\$ 2,076,655	\$ 1,490,000	\$ 110,000	\$ 1,600,000	\$ 1,540,000	\$ 140,000	\$ 1,680,000
6/30/2038	\$ -	\$ -	\$ -	\$ 1,530,000	\$ 80,000	\$ 1,610,000	\$ 1,580,000	\$ 100,000	\$ 1,680,000
6/30/2039	\$ -	\$ -	\$ -	\$ 1,560,000	\$ 40,000	\$ 1,600,000	\$ 1,630,000	\$ 50,000	\$ 1,680,000
	\$ 86,244,384	\$ 22,868,332	\$ 109,112,716	\$ 25,000,000	\$ 7,080,000	\$ 32,080,000	\$ 25,000,000	\$ 8,590,000	\$ 33,590,000

BEAUFORT COUNTY, SOUTH CAROLINA
Rural and Critical Lands Program \$25 million voter approved debt (November 2018)
Estimated/Projected Debt Service and Impact on Millage Rate

Fiscal Year Ending	Estimated Range of Combined (Current + Projected) Debt Service		<i>Assumes 1.8% annual growth</i>		
			Estimated Value of 1 Mill	Millage Rate Range	
6/30/2020	\$ 10,873,811	\$ 10,933,811	\$ 1,956,132	5.56	5.59
6/30/2021	\$ 11,720,045	\$ 11,790,045	\$ 1,991,342	5.89	5.92
6/30/2022	\$ 11,740,613	\$ 11,810,613	\$ 2,027,186	5.79	5.83
6/30/2023	\$ 11,741,284	\$ 11,811,284	\$ 2,063,675	5.69	5.72
6/30/2024	\$ 11,787,535	\$ 11,867,535	\$ 2,100,821	5.61	5.65
6/30/2025	\$ 10,108,631	\$ 10,178,631	\$ 2,138,636	4.73	4.76
6/30/2026	\$ 6,501,351	\$ 6,581,351	\$ 2,177,131	2.99	3.02
6/30/2027	\$ 7,880,566	\$ 7,960,566	\$ 2,216,319	3.56	3.59
6/30/2028	\$ 7,688,982	\$ 7,768,982	\$ 2,256,213	3.41	3.44
6/30/2029	\$ 7,663,745	\$ 7,743,745	\$ 2,296,825	3.34	3.37
6/30/2030	\$ 7,461,471	\$ 7,541,471	\$ 2,338,168	3.19	3.23
6/30/2031	\$ 7,459,877	\$ 7,539,877	\$ 2,380,255	3.13	3.17
6/30/2032	\$ 5,320,973	\$ 5,390,973	\$ 2,423,100	2.20	2.22
6/30/2033	\$ 5,329,540	\$ 5,409,540	\$ 2,466,716	2.16	2.19
6/30/2034	\$ 3,661,447	\$ 3,741,447	\$ 2,511,117	1.46	1.49
6/30/2035	\$ 3,689,290	\$ 3,759,290	\$ 2,556,317	1.44	1.47
6/30/2036	\$ 3,676,900	\$ 3,756,900	\$ 2,602,331	1.41	1.44
6/30/2037	\$ 3,676,655	\$ 3,756,655	\$ 2,649,173	1.39	1.42
6/30/2038	\$ 1,610,000	\$ 1,680,000	\$ 2,696,858	0.60	0.62
6/30/2039	\$ 1,600,000	\$ 1,680,000	\$ 2,745,401	0.58	0.61
	\$ 141,192,716	\$ 142,702,716			



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution to adopt policies and procedures for awarding local 3% accommodations and hospitality tax funds.

Council Committee:

Finance Committee (Joint meeting with Public Facilities)

Meeting Date:

August 19, 2019

Committee Presenter (Name and Title):

Christopher S. Inglese, Deputy County Attorney; Alicia Holland, Assistant County Administrator, Finance

Issues for Consideration:

The county has not had a process by which interested parties could apply to receive A/H Tax funds. The proposed policies and procedures provides a standard operating procedure for those seeking A/H Tax funds.

Points to Consider:

Potential large volume of applications and administrative burden associated with processing applications.

Funding & Liability Factors:

Staffing is a funding issue. We do not currently know the volume of anticipated applications nor do we know the administrative burden this process will have on an already stretched staff.

Council Options:

Adopt the Resolution with the procedures; deny the Resolution with the procedures; or Adopt the Resolution with amendments.

Recommendation:

Adopt the Resolution with the procedures and commit to funding an appropriate staff level for administration of the A/H Tax programs.

RESOLUTION 2019/___

A RESOLUTION ADOPTING POLICIES AND PROCEDURES FOR APPLICATIONS FOR BEAUFORT COUNTY 3% LOCAL ACCOMMODATIONS TAX FUNDS AND HOSPITALITY TAX FUNDS

WHEREAS, South Carolina Code of Laws Section 6-1-500 et. seq. authorizes local governments to enact by ordinance a local accommodations tax (A-tax) and South Carolina Code of Laws Section 6-1-700 et. seq. authorizes local governments to enact by ordinance a hospitality tax (H-tax), and;

WHEREAS, Beaufort County has enacted ordinances for both a local accommodations tax (3%) and a hospitality tax provided in the Beaufort County Code of Ordinances Sections 66-41 et.seq. and 66-531 respectively, and;

WHEREAS, Beaufort County desires to put in place a policy that sets forth standard operating procedures and certain minimum criteria that demonstrates compliance with state and local law for the receipt of A-tax and/or H-tax funds , and;

WHEREAS, Beaufort County recognizes the value of promoting tourism related activities and that Beaufort County has iconic, historic and natural assets that attract millions of tourists each year, and;

WHEREAS, it is desirable to use A-tax and H-tax funds to offset costs associated with supporting tourism related infrastructure, emergency services, cultural and recreation facilities and other items available to be funded by A-tax and H-tax as provided for in state and local law; and

WHEREAS, it is in the best interest of the citizens and residents of Beaufort County to provide for a standard operating procedure and clearly stated policies for the administration and award of A-tax and/or H-tax funds for the purposes allowed by law.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA adopts the attached *Policies and Procedures for Applications for Beaufort County 3% Accommodations Tax Funds and Hospitality Tax Funds*. The County Administrator is hereby authorized to make amendments, as needed, to the application and reporting requirements (including the instructions) provided herein as samples when such amendments are made in furtherance of the policies and procedures stated herein.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

POLICIES AND PROCEDURES FOR APPLICATIONS FOR BEAUFORT COUNTY 3% ACCOMMODATIONS TAX FUNDS AND HOSPITALITY TAX FUNDS

Beaufort County has provided for a 3% Accommodations Tax (local A-tax) per Section 66-41 and a Hospitality Tax (H-tax) per Section 66-531 of the Beaufort County Code of Ordinances. The appropriation of funds from A-tax or H-tax accounts must be made by ordinance.

Each year, County Council receives a number of requests for A-tax or H-Tax funds. Beaufort County Council wishes to set forth an appropriate process for the review and approval of requests for these funds. The following sets forth the essential procedures for anyone seeking funding from A-tax or H-tax funds:

- Step 1. Any entity or organization wishing to request A-tax or H-Tax funds must first submit an application. The application shall identify the organization requesting funds and its contact information, the contact person for the organization, the purposes of the funds requested, a short description of how the funds will be used in compliance with statutory mandates, other funding sources, historical A-tax/H-tax requests, and any other information deemed necessary by the Administrator or Administrator's designee. Attached, as Exhibit 1 is a sample application with instructions. Each application shall include a project budget.
- Step 2. Applications shall be submitted during the 4th quarter of each calendar year. The County Administrator shall designate appropriate staff for receiving applications. Instructions for completing and submitting the application shall be provided with the application, posted on the county website, and provided on any other appropriate forum for communications available to the Administrator. The Administrator may modify the application, report, and the instructions for submitting applications or reports as needed. Applications for funding may only be submitted for projects that comply with Beaufort County Code of Ordinances Sec. 66-44(local A-tax) or Sec. 66-534 (H-tax).
- Step 3. The Administrator, or Administrator's designee, shall review the applications submitted and bring forward all applications, with supporting documents, to the Finance Committee along with staff recommendations regarding A-tax/H-tax funding requests. The Administrator shall establish Award Review Criteria with a scoring sheet for evaluating applications.
- Step 4. Recommendations based on the Award Review Criteria should be brought before Finance Committee at its February Committee meeting or as soon as is practicable during the 1st quarter of each calendar year. Finance Committee shall consider the applications, the recommendations of staff, and vote to make funding recommendations to County Council.
- Step 5. County Council recognizes the value in reserving A-tax and/or H-tax funds to be set aside and ultimately used for projects requiring large amounts of funding that may not be available in a single fiscal year. County Council shall state any amounts it wishes to reserve for a set aside account to be rolled over and added to any other amounts in the rollover

account. When an applicant seeks funds from the set aside rollover account, the entity seeking such funds must also comply with the policies and procedures set forth herein.

Step 6. County Council shall be presented with an ordinance for the appropriation of A-tax or H-tax funds in conformance with the recommendations of the Finance Committee. County Council may adopt, reject, or modify the recommendations of the Finance Committee.

Step 7. After the adoption of the funding ordinance, the award shall be made to the approved entity. Awards may be issue in a lump sum, or in periodic payments. The Chief Financial Officer shall make determinations as to the feasibility of making a single payment or periodic payments based on a number of factors, including but not limited to the total number of awards, the total dollar amount of the awards, the amounts available, the amounts projected, and any other factor.

Step 8. After an award is granted, an entity has up to one (1) year to submit an accounting report to the Beaufort County Administrator. Attached as Exhibit 2 is a sample accounting report. Failure to comply with the reporting requirements shall result in the entity becoming ineligible for any future A-tax or H-tax appropriation. Furthermore, if it is deemed that the entity is not in compliance with the reporting requirements, Beaufort County may seek reimbursement of the appropriations by any lawful means available. Instructions for submitting an accounting report shall be provided in the same manner as instructions for the application. For large awards (in excess of \$100,000), multiple reports may be required. The schedule for submitting accounting reports for large awards shall be so stated in an award letter to the entity receiving funds.

The following sets forth the essential policies of Beaufort County regarding the appropriations of A-tax or H-tax funds:

1. Applications must be complete or will not be considered.
2. Project budgets must accompany applications.
3. Applications should identify other funding sources or matching funds.
4. Funding may be for reimbursement or for anticipated costs of projects.
5. Any organizations receiving County funds are subject to audit, inspections and reporting requirements including but not limited to providing supporting documentation for expenditures that utilize A-tax/H-tax funds.
6. A-tax and H-tax funds must be primarily for tourism related projects. Permitted uses of A-tax funds are provided in Beaufort County Code of Ordinances Sec. 66-44 and permitted uses of H-tax funds are provided in Beaufort County Code of Ordinances Sec. 66-534.
7. Applicants shall include information about prior awards of A-tax and H-tax funds.

8. The Administrator is authorized to add additional guidance in the instructions for applications about appropriate uses of A-tax and H-tax funds.
9. The Administrator is authorized to make amendments to the application (Exhibit 1) and reporting form (Exhibit 2) provided herein as samples.
10. Applicants must be able to substantiate the relationship between the requested funds and “tourism related expenditures.”
11. Applicants must submit final accounting reports for an award before receiving a subsequent award. Entities may apply for a subsequent funding request, however no additional funds can be appropriated to an entity until final accounting reports are provided.

Exhibit 1

INSTRUCTIONS FOR COMPLETING THIS APPLICATION AND THE ADDITIONAL INFORMATION TO BE ATTACHED TO THIS APPLICATION

1. Please **print** and provide all requested information. Incomplete applications will not be considered until all information is received.
2. Describe the proposed event/project in detail. This description must include the event/project title, timing, and financial results/costs, other sources of revenue for the event/project and how your organization supports/manages the event/project.
3. Provide a **detailed budget** for the event/project. Include a detail of all revenues and expenses associated with event/project.
4. Provide specific information concerning the number of tourists that will be generated by your event/project. Include a description of the method used to determine the tourism impact.
5. Provide a detailed marketing plan that will be utilized to increase tourism as a result of the completion of this event/project.
6. Provide a **detailed budget**, including receipts for the event/project if funds were allocated to your organization previously. Failure to do so will render your application ineligible for current year funding.
7. Provide a copy of your organization's audited financial statements for the last two years.

Note: By submitting this application, the organizations certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language, and that all funds that may be received by the applicant organization for Beaufort County, South Carolina, will be solely use for the purposes set forth in this application and will comply with all laws and statutes , including the *South Carolina Code of Laws* regarding Allocations of Accommodations Tax Revenues.

The South Carolina Freedom of Information Act defines a "public body" as any organization or corporation supported inn whole or in part by public funds or expending public funds. Your organization's acceptance of public funds from Beaufort County may cause your organization to come within the meaning of a "public body" as defined by the Freedom of Information Act. S.C. Code Ann. ~30-4-10, et seq. (Supp 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.



FY 2019-2020

☐ Accommodations 3% Tax Application

☐ Hospitality Tax Application

Date of Application _____

Name of Person Completing this application _____

Phone number of the person completing this application _____

Event/Project Title _____

Location of the Event/Project _____

Organization Sponsoring the Event/Project _____

Organization Mailing Address _____

Organization Email Address _____

Organization Telephone Number _____

Contact Person Name _____

Contact Person Email Address _____

Contact Person phone number(s) _____

Amount Requested _____

Date Funds are needed _____

Have you applied for Accommodations 2% Tax Event/Project Funding? YES _____ NO _____

If Yes what was the amount requested? _____ Amount Received _____

If No, what was the reason(s) for not applying? _____

If you applied and were denied, what reason was given. _____

FINANCIAL INFORMATION

Federal Tax ID Number (Example: 12-3456789) _____

Is your organization tax exempt? If so, provide a copy of your determination letter.

What is your fiscal year (12-month accounting period)? _____

Are your financial statements based on an accrual basis (accounted for when the transactions occur) or on a cash basis (accounted for when cash is received or paid)?

If there has been a significant change in revenues from prior periods, please explain.

Please check for which purpose the funds will be used if awarded:

- ☐ Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
- ☐ Cultural, recreational, or historic facilities;
- ☐ River/beach access and renourishment;
- ☐ Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
- ☐ Advertisements and promotions related to tourism development;
- ☐ Water and sewer infrastructure to serve tourism-related demand.

Please provide an explanation of how the proposed funds would be used for one of the above permitted uses for Accommodations/Hospitality tax funds:

THE FOLLOWING IS FOR COUNCIL USE ONLY

Date received by Beaufort County _____

Date reviewed by Finance Committee _____

Date recommended to County Council for action _____

Date action taken by County Council _____

Date(s) of funding for the event/project _____

Date of review after event/project has been completed _____

Date of 3rd and Final Reading and Ordinance number _____

Exhibit 2

INSTRUCTIONS FOR COMPLETING THIS REPORT AND THE ADDITIONAL INFORMATION TO BE ATTACHED TO THIS REPORT

1. Please **print** and provide all requested information. Incomplete reports will be returned and considered incomplete until all information is received.
2. This report must include the event/project title, timing, and financial results/costs, other sources of revenue for the event/project and how your organization supports/manages the event/project.
3. Provide detailed expenditures for the event/project.
4. Provide specific information concerning the number of tourists that were generated by your event/project.

Note: By submitting this application, the organizations certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language, and that all funds that may be received by the applicant organization for Beaufort County, South Carolina, will be solely use for the purposes set forth in this application and will comply with all laws and statutes , including the *South Carolina Code of Laws* regarding Allocations of Accommodations Tax Revenues.

The South Carolina Freedom of Information Act defines a "public body" as any organization or corporation supported inn whole or in part by public funds or expending public funds. Your organization's acceptance of public funds from Beaufort County may cause your organization to come within the meaning of a "public body" as defined by the Freedom of Information Act. S.C. Code Ann. ~30-4-10, et seq. (Supp 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.



FY 2019-2020

☐ Accommodations 3% Tax Report

☐ Hospitality Tax Report

Date of Report _____

Name of Person Completing this report _____

Phone number of the person completing this report _____

Please check for which purpose the funds were used:

☐ Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;

☐ Cultural, recreational, or historic facilities;

☐ River/beach access and renourishment;

☐ Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;

☐ Advertisements and promotions related to tourism development;

☐ Water and sewer infrastructure to serve tourism-related demand.

Approved Event/Project Title _____

Organization Sponsoring the Event/Project _____

Organization Mailing Address _____

Organization Email Address _____

Organization Telephone Number _____

Approved Amount _____

Date Funds received _____

Is this a final report? YES _____ NO _____

If No, provide an explanation of when a final report will be submitted _____

FINANCIAL INFORMATION

Federal Tax ID Number (Example: 12-3456789) _____

Is your organization tax exempt? If so, provide a copy of your determination letter.

What is your fiscal year (12-month accounting period)? _____

Supporting Documents to be provided:

Attach any supporting documents, including but not limited to receipts, or invoices with cancelled checks, vendor information, etc. Please provide a summary here of the supporting documents provided.

Provide a Financial Statement summarizing expenditures of A/H-tax funds. ☐

Include any data demonstrating the expenditures attracted tourists (or will attract tourist). Please include as much detail as may be available such as number of tourists, number of dollars generated, impact on the economy, jobs created or any other data to demonstrate the tourism related expenditure provided a return on investment. ☐ **See attached** ☐ **Not available**

THE FOLLOWING IS FOR COUNCIL USE ONLY

Date report received by Beaufort County _____

Date report reviewed by Finance Committee _____

Date report recommended to County Council for action _____

Date action taken by County Council _____

Date of review after event/project has been completed _____

Ordinance Number _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution Authorizing County Administrator to execute an MOA with the State Elections Commission for new voter machines

Council Committee:

Finance Committee

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

Marie Smalls, Director of Voter Registration and Elections

Issues for Consideration:

1. Additional funding necessary in FY 2020-21 for maintenance, storage, labor, security and licenses.
2. Consider adding a non-appropriations clause that would terminate the MOA in the event a future Council did not appropriate funds to perform the promises contained in the MOA.

Points to Consider:

1. Number of machines increasing from 391 to 526
2. Election related expenses are generally and primarily County responsibility
3. State law mandates certain requirements of County regarding elections including maintaining custody of equipment, ensuring equipment is in working order, and proper maintenance of equipment.

Funding & Liability Factors:

Funding needs to be planned for FY 2020-21. The first year is provided by General Assembly funded roll out of the new machines.

Council Options:

Council is required to provide for appropriations to hold elections under S.C. Code Sec. 4-9-30(5)(a). The SEC is responsible for adopting one voting system for elections throughout the state which they did through Act 98 (2019).

Recommendation:

Authorize the Administrator to enter the MOA with the SEC to accept the new machines and budget for the additional expense in the FY 2020-21 budget process.

RESOLUTION 2019 _____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE ELECTIONS COMMISSION TO RECEIVE NEW VOTING MACHINES FOR USE IN BEAUFORT COUNTY ELECTIONS.

WHEREAS, the South Carolina General Assembly through Act 98 (2019) provided for the Solicitation of a statewide voting system solution; and

WHEREAS, the South Carolina State Elections Commission (SEC) awarded the contract for the statewide elections solution to Election Systems & Software (vendor) and has arranged for delivery of new voting machines, training for county staff, and the first year of licensing and maintenance of the machines; and

WHEREAS, the contract also requires the vendor to remove the county's existing machines; and

WHEREAS, pursuant to the attached Memorandum of Agreement with the SEC, Beaufort County will receive 526 new voting machines replacing the 391 machines currently in Beaufort County's custody; and

WHEREAS, the new machines will increase the County's costs of holding elections due to the increase in number of machines, increased maintenance costs, increase labor, and proprietary supplies associated with the new machines; and

WHEREAS, the estimated cost increase varies between general elections and stand-alone elections but ranges from \$31,000 to \$79,200 more than currently budgeted costs; and

WHEREAS, the new machines provide the latest technology assuring secure and accurate voting data; and

WHEREAS, Beaufort County Council desires that all elections in South Carolina be conducted with integrity and security, free from hacking or other outside interference and thus desires to gain the benefits of accepting the new machines from the State Elections Commission.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Memorandum of Agreement with the State Elections Commission attached hereto and made part of this Resolution.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

June 21, 2019

Marie S. Smalls, Director
Beaufort County Board of Voter Registration & Elections
15 John Galt Rd
Beaufort, SC 29906

Dear Marie:

I am pleased to announce the State of South Carolina has awarded a contract to Election Systems and Software (ES&S) for a statewide paper-based voting system solution to replace the current paperless system. A lot has changed since we purchased our first statewide voting system in 2004. Providing for the security and resiliency of our elections is essential to maintaining the public's confidence in the electoral process and has never been more important than it is today. This was underscored by the Department of Homeland Security's designation of election systems as part of our nation's critical infrastructure in January 2017

Providing for secure elections in South Carolina is a cooperative effort between the state and counties. The attached agreement memorializes each individual county's commitment to collectively ensure the security and integrity of elections in South Carolina through the implementation of the new statewide voting system. In addition to ensuring the provision and support of elections required by state law, this agreement provides a mechanism for each county to express its commitment to meeting certain baseline standards in securing and maintaining the state's critical election infrastructure.

Once the attached agreement is executed, ownership of the voting system will be transferred to the county. Delivery of the new voting equipment to each county is scheduled to begin during the week of July 22nd. The contract for the new system covers the purchase price of new equipment, including shipping and installation.

Every precinct will receive:

- a number of ExpressVote Ballot Marking Devices (at least two per precinct each with carrying case, privacy panels, backup battery, ADA keypad and headphones, and memory device)
- one DS200 Precinct Scanner and Tabulator (with ballot box, backup battery, and memory device)

COMMISSIONERS

JOHN WELLS
Chairperson

CLIFFORD J. EDLER

HAROLD E. FAUST

AMANDA LOVEDAY

SCOTT MOSELEY

MARCI ANDINO
Executive Director

1122 Lady Street
Suite 500
Columbia, SC 29201

P.O. Box 5987
Columbia, SC 29250

803.734.9060
Fax: 803.734.9366
www.scvotes.org

Each county will also receive:

- one or more DS200 or DS450 Central Count Tabulators for scanning absentee-by-mail ballots
- one ballot on-demand printer
- one Election Management System Reporting Workstation

The approximate number of each of voting system asset allocated to the County and the value of each asset are detailed in an attachment to this letter.

Also covered under the contract are all hardware warranties, maintenance costs, firmware and software licensing fees for the first year of the contract. User training and on-site election support will be provided for all elections held through the 2020 General Election, as well as some other elections as may be determined appropriate prior to 2020. Maintenance costs and licensing fees are also detailed in an attachment to this letter.

Please do not hesitate to contact me if you have any questions about the new voting system solution.

Sincerely,



Marci Andino

/mba

Attachment(s)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) is entered by and between the South Carolina State Election Commission (SEC) and both the governing body and the Board of Voter Registration and Elections of _____ County (County).

1. PURPOSE

To set forth the terms and conditions under which the SEC will deliver and transfer to County its respective allotment of equipment, hardware, software, and other components of the new statewide voting system (Voting System Components) procured pursuant to Contract Number 4400021704 awarded to Election Systems & Software (Vendor).

2. TERMS OF AGREEMENT

A. SEC Responsibilities

1. SEC will determine the amount of Voting System Components allotted to County taking into consideration the number of registered electors in County, the amount and types of components of the current voting system used by County, and five percent growth in the County, among other things.
2. SEC will instruct Vendor to deliver to County its allotted Voting System Components beginning the week of July 22, 2019.

B. County Responsibilities

1. County will assume title, ownership, and custody of the Voting System Components upon delivery and acceptance of said components.
2. County will continue to properly account for all Voting System Components in asset management, including the acquisition of any additional components regardless of whether purchased by County, SEC, or otherwise.
3. County will assume liability and responsibility for the maintenance, repair, and working condition of the Voting System Components, including:
 - a. Contracting with Vendor annually for extended warranty and maintenance coverage for hardware beginning July 1, 2020 and continuing each year thereafter for as long as the new Statewide Voting System is approved for use in the state by the SEC.
 - b. Contracting with Vendor annually for all necessary firmware and software licenses beginning July 1, 2020 and continuing each year thereafter for as long as the new Statewide Voting System is approved for use in the state by the SEC.

- c. Contracting with Vendor for optional election-day support services, if County elects to do so, beginning after the November 2020 General Election.
- 4. County will provide for the safe and proper storage and care of the Voting System Components in a suitable location or locations.
- 5. County will provide adequate storage security measures including restricted access, access logs and, if feasible, exterior and interior video camera monitoring.
- 6. County will designate and provide adequate polling places for the use of such Voting System Components.
- 7. County will provide any necessary polling place items necessary for the proper conduct of elections including, without limitation:
 - a. Tables for ballot marking devices.
 - b. Voting booths or privacy panels for hand-marked paper ballots (emergency ballots).
- 7. County will turn over all iVotronic voting machines, M100 and M650 scanners, communication packs, and other peripherals (e.g., flash cards and PEBs) to vendor for disposal at an appropriate time as determined and approved by SEC.
- 8. County will protect and maintain the confidentiality of all security-related information and sensitive proprietary information concerning the Voting System Components.

3. EXECUTION

Prior to receiving any Voting System Components, this Agreement must be executed and signed by one official on behalf of the County's governing body and one official on behalf of the County's Board of Voter Registration and Election. Each official must be designated and authorized by the respective body to confirm that any and all the above requirements and responsibilities of the County have been or will be met, as appropriate.

Marci Andino, Executive Director
S.C. State Election Commission

Date

Signature of Authorized County Official

Date

Title

Signature of Authorized Board Official

Date

Title

Beaufort County: Voting System Assets

526 ExpressVote Ballot Marking Devices @ \$3,518/ea.	\$1,850,468
97 DS200 Tabulators @ \$5,750/ea.	\$557,750
1 DS450 Tabulator(s) @ \$49,950/ea.	\$49,950
1 Ballot On Demand Printer @ \$2,735/ea.	\$2,735
1 ElectionWare Workstation Software @ \$2,660/ea.	\$2,660

Total \$2,463,563

Beaufort County: Voting System Maintenance Cost

97 DS200 Scanner for Election Day - Extended Hardware Warranty with Biennial Maintenance @ \$130/ea. \$12,610.00

0 DS200 Scanner for Absentee and Early Voting - Extended Hardware Warranty with Biennial Maintenance @ \$130/ea.

1 DS450 Central Scanner - Extended Hardware Warranty with Biennial Maintenance @ \$1,895/ea. \$1,895.00

526 ExpressVote Ballot Marking Device with Soft-Sided Case - Extended Hardware Warranty @ \$40/ea. \$21,040.00

97 DS200 Scanner for Election Day - Firmware License @ \$80/ea. \$7,760.00

0 DS200 Scanner for Absentee and Early Voting - Firmware License @ \$80/ea.

1 DS450 Central Scanner - Firmware License @ \$1,575/ea. \$1,575.00

526 ExpressVote Ballot Marking Device with Soft-Sided Case - Firmware License @ \$55/ea. \$28,930.00

1 ElectionWare Software License @ \$5,045/ea. \$5,045.00

Total Annual Cost \$78,855.00

INCREASED ELECTIONS COST ANALYSIS

As we prepare to receive the new voting systems, we are cognizant that there are some additional cost associated with its implementation. However, the mandate to implement this new voting system has already been established by the *SC General Assembly*. The following summary identifies some of the requirements that add expenses to the implementation of the new system in Beaufort County.

Cost Related to the Increased Number of Poll Workers Needed for a Countywide Election:

Explanation: For *Federal* and *Statewide* elections, the *SC Election Commission* reimburses the Board of Elections 100% of Poll Worker's cost. However, during *countywide elections*, the increased poll worker cost will have to be absorbed by the entity involved (i.e. *School Board*). *Municipalities* will pay a *prorata* share when their elections are conducted in conjunction with a *General Election* or 100% when it is a *stand-alone Election*. Based on historical data, the proposed estimated cost will be: **\$25,650***

Proprietary Paper Supplies:

Explanation: Some paper supplies are *proprietary* in nature and can only be purchased through the Vendor. The Ballot Card Paper used for printing the ballots at the precincts, is a new *expense*. This is the *required* paper trail approved by the *General Assembly*. The estimated cost for proprietary "*Ballot Card Paper*" for a Countywide election: **\$15,900**

Encrypted Thumb Drives:

There will be a need to have a backup supply of encrypted thumb drive storage devices for elections. (Fortunately, this expense will be sporadic and not be an annual reoccurrence): **\$1,650**

Maintenance Agreements:

A maintenance agreement is needed to cover extended hardware warranty and firmware/software licenses for new equipment. Details of the maintenance contract is not available at this time but will be effective July 1, 2020. The estimated increased cost, is due to a greater number of machines: **\$31,000** (*difference between current agreement and new*)

Miscellaneous Expenses

Miscellaneous expenses to cover the unknown/unpredicted cost that is not yet known: **\$5,000**

Total increased costs to Beaufort County ranges from \$31,000 to \$79,200 per election cycle depending whether it is a general election or a stand-alone election and several other variables.

RESOLUTION 2019 _____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE ELECTIONS COMMISSION TO RECEIVE NEW VOTING MACHINES FOR USE IN BEAUFORT COUNTY ELECTIONS.

WHEREAS, the South Carolina General Assembly through Act 98 (2019) provided for the Solicitation of a statewide voting system solution; and

WHEREAS, the South Carolina State Elections Commission (SEC) awarded the contract for the statewide elections solution to Election Systems & Software (vendor) and has arranged for delivery of new voting machines, training for county staff, and the first year of licensing and maintenance of the machines; and

WHEREAS, the contract also requires the vendor to remove the county's existing machines; and

WHEREAS, pursuant to the attached Memorandum of Agreement with the SEC, Beaufort County will receive 526 new voting machines replacing the 391 machines currently in Beaufort County's custody; and

WHEREAS, the new machines will increase the County's costs of holding elections due to the increase in number of machines, increased maintenance costs, increase labor, and proprietary supplies associated with the new machines; and

WHEREAS, the estimated cost increase varies between general elections and stand-alone elections but ranges from \$31,000 to \$79,200 more than currently budgeted costs; and

WHEREAS, the new machines provide the latest technology assuring secure and accurate voting data; and

WHEREAS, Beaufort County Council desires that all elections in South Carolina be conducted with integrity and security, free from hacking or other outside interference and thus desires to gain the benefits of accepting the new machines from the State Elections Commission.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Memorandum of Agreement with the State Elections Commission attached hereto and made part of this Resolution.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

DRAFT



BOARD OF VOTER REGISTRATION & ELECTIONS OF BEAUFORT COUNTY



15 John Galt Road • Post Office Drawer 1228 • Beaufort, South Carolina 29901-1228

Tyrone S. Clifford
Chairman

James Rowe
Vice Chairman

Marie S. Smalls
Director

Board Members:
William Bronson
Beverly Dore
Angelica Flewelling
Bernadette Hampton
Craig Pelley
Vacant
Vacant

August 1, 2019

Ms. Ashley Jacobs, County Administrator
Beaufort County Council
Post Office Drawer 1228
Beaufort, SC 29902

Re: Memorandum of Agreement – New Voting System

On June 21, 2019, the South Carolina State Elections Commission (SEC) notified Beaufort County Board of Voter Registration and Elections of the procurement of the new statewide voting system. The contract for the new voting system was awarded to Election Systems and Software, (ES&S), in excess of \$52,000,000. The new system met all the prescribed requirements as specified by the South Carolina General Assembly.

Prior to the new equipment being delivered, the old equipment being picked-up for proper disposal, and even before the Board of Voter Registration and Elections staff can be trained, the South Carolina State Election Commission (SEC) is requiring that the attached Memorandum of Agreement (MOA) be signed and returned to their agency.

On August 1, 2019, the Board of voters Registration and Elections of Beaufort County met and voted to accept the conditions outlined in the Memorandum of Agreement from the SEC pertaining to the new voting system.

The new ES&S voting system is the only system authorized by the SEC for conducting elections in the state of South Carolina. Henceforth, in order for Beaufort County to comply with this mandate, the Board VR&E is requesting Beaufort County Council to fully support and endorse the attached Memorandum of Agreement as proposed by the SEC.

If you have further questions, please contact Marie S. Smalls, Director for the Board of Voter Registration and Elections at 843-255-6903. Thank you for your support.

Sincerely,

Tyrone "Ron" Clifford, Chairperson
Board of Voter Registrations and Elections of Beaufort County

TC/mss

Attachment



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Contract Award Recommendation for IFB # 052319 Fire Station #32 Renovation and Additions

Council Committee:

Finance Committee

Meeting Date:

August 5, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director and John Thompson, Fire Chief, Bluffton Township Fire District

Issues for Consideration:

1. On May 23, 2019, the Purchasing Department received two bid responses-see the attached memo for additional information.
2. Staff reviewed the bids to determine the lowest responsive/responsible bidder and determined that the Paul S. Akins Company from Savannah, Georgia was the lowest bidder and in compliance with all of the bid requirements and recommends the company for the contract award. The bid price of \$1,222,110 includes the base bid, alternates 4 and 5, and a 10% contingency.
3. The recommendation for contract award was approved by the Bluffton Township Fire District Board on June 18, 2019.

Points to Consider:

This Bid is for renovations and additions being proposed to Station #32 for Bluffton Township Fire District, located on Callawassie Drive, South Carolina. The scope includes interior upfit and re-organization of the existing station building with the addition of new restrooms, utility rooms and sleeping quarters, with upgrades to bathrooms, HVAC and interior finishes. The total new addition is approximately 2000 square feet. Alternate 4 includes furnishing all materials and labor required for providing two (2) parking spaces per Civil Drawings. Alternate 5 provides for furnishing all materials and labor to clean and re-paint all existing exterior painted surfaces; match existing sheen and color.

Funding & Liability Factors:

This project is one of three capital improvement projects that County Council approved. County Council approved Ordinance 2018/34 on October 8, 2018. This ordinance provided for Bluffton Township Fire District to issue \$6.0 million of limited general obligation bonds to fund three capital improvement projects. The bond proceeds will be held with the County in an agency fund. The Bluffton Township Fire District will make warrant requests from the agency fund for vendor payments.

Council Options:

The Finance Committee may approve or disapprove the contract award. If the committee approves the contract award recommend to County Council for final approval.

Recommendation:

The Purchasing Department recommends that the Finance Committee approve and recommend to County Council the contract award to Paul S. Akins Company to construct the renovations and additions for Fire Station #32 for the Bluffton Township Fire District in the contract amount of \$1,222,110, which includes the base bid, alternates 4 and 5, and a 10% contingency.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Building 2
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Joseph Passiment, Chairman, Finance Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Contract Award Recommendation for IFB #052319 Bluffton Township Fire District Station 32 Renovations and Additions Project**

DATE: August 12, 2019

BACKGROUND: The Bidding for the Fire Station #32 Renovations and Additions Project began with an advertised Invitation for Bid followed by two subsequent mandatory Pre-Bid Meetings conducted by Beaufort County Purchasing, which was attended by four General Contractors and potential sub-contractors. Two General Contractors submitted bids, which were publicly opened and read at the Bid Opening on May 23, 2019. Station #32 is located on Callawassie Drive, South Carolina. The scope of work includes interior upfit and re-organization of the existing station building with the addition of new restrooms, utility rooms and sleeping quarters, with upgrades to bathrooms, HVAC and interior finishes. The total new addition is approximately 2000 square feet. The following are the bid results:

BIDDER INFORMATION AND COST:

1. Paul S. Akins Company, Statesboro, GA -	\$1,222,110 *
2. Mithcell Brothers, Seabrook, SC	\$1,583,557

***The bid price includes the base bid, alternates 4 and 5 and a 10% contingency.**

For subcontractor participation, see the attachment. Staff reviewed the bid and determined that it was responsive to the bid requirements, compliant with our Small and Minority Business Participation requirements, and was a fair and reasonable offer.

***The recommendation for contract award was approved by the Bluffton Fire District Board on June 18, 2019.**

FUNDING: This project is one of three capital improvement projects that County Council approved. County Council approved Ordinance 2018/34 on October 8, 2018. This ordinance provided for Bluffton Township Fire District to issue \$6.0 million of limited general obligation bonds to fund three capital improvement projects. The bond proceeds will be held with the County in an agency fund. The Fire District will make warrant requests from the agency fund for vendor payments.

PROPOSED COST: The bid price of \$1,222,110 includes the base bid, alternates 4 and 5, and a 10% contingency.

FOR ACTION: Finance Committee Meeting on May 6, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve and recommend to County Council to proceed with the contract with Paul S. Akins Company to build Fire Station #32 for the Bluffton Township Fire District in the contract amount of \$1,222,110.

CC: Ashley Jacobs, County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
John Thompson, Fire Chief, Bluffton Township Fire District

Att: Bid Tab , Subcontractor Participation Tab
SMB Review and Utilization Plan



Small and Minority Business Participation Bid Compliance Review of Good Faith Efforts

Beaufort County Bluffton Fire District Station #32 Renovation and Additions Construction Project
(IFB #050919)

Prime Bidder/Proposer		Akins
1.	Included Completed Good Faith Efforts Checklist Form	1
2.	Included Copy of Written Notice to SMBE	1
3.	Provided Proof of Sending Written Notice to SMBE	1
4.	Sent Bid Notice to SMBE 10 Days in Advance	1
5.	Signed Non-Discrimination Statement Form (Exhibit 1)	1
6.	Included Completed Outreach Documentation Log (Exhibit 2)	1
7.	Included Completed Proposed Utilization Plan (Exhibit 3)	1
Total		7

Total of 7 Possible Points

Scoring:

0 = No | 1 = Yes



Renovations & Additions to
Bluffton Township Fire District - STATION #32
Bid Opening: May 9, 2017 - 3:00 PM (Digital Submittal to Beaufort County Online)

July 25, 2019

NO.	CONTRACTOR	RID BOND	LICENSE	BASE BID	ADD ALT. #1	ADD ALT. #2	ADD ALT. #3	ADD ALT. #4	ADD ALT. #5	TOTAL (Base Bid + Add Alts #4 & #5)
1.	Paul S. Atkins Company, Inc.	X	X	\$1,204,360.00	\$73,200.00 Not accepted	\$70,800.00 Not accepted	\$37,000.00 Not accepted	\$4,200.00 Accepted	\$13,550.00 Accepted	\$1,222,110.00
2.	Mitchell Brothers, Inc.	X	X	\$1,547,750.00	\$100,237.00 Not accepted	\$35,976.00 Not accepted	\$25,075.00 Not accepted	\$14,125.00 Accepted	\$21,682.00 Accepted	\$1,583,557.00

SUBCONTRACTOR LISTING

NO.	CONTRACTOR	FIRE PROTECTION	MECHANICAL	PLUMBING	ELECTRICAL
1.	Paul S. Atkins Company, Inc.	Eagle Fire Protection	All Seasons Comfort	Jake Patrick & Sons	AJ's Electric
2.	Mitchell Brothers, Inc.	Eagle Fire Protection	Not specified	Pender Brothers, Inc.	Quality Electrical Systems, Inc.

I certify that this is a correct tabulation and I certify that I have personally and visually checked the tabulation against the proposal forms submitted.

Paul S. Atkins Company, Inc. is the apparent low bidder with a bid of \$1,222,110.00.
As requested by Beaufort County, a 10% contingency should be added to the bid amount. With the 10% contingency amount, the bid amount is \$13444,321.00

Amish Shah 07/25/19 Date
Amish Shah, Principal
AAG Architects
David Thomas, C PPB, CPPD, Purchasing Director
Beaufort County Date 7/26/19

Witnesses
Harlene Myers 7/26/19
Name Date



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request to Purchase a Public Health Insecticide Applied by Mosquito Control Aircraft

Council Committee:

Finance

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

Dave Thomas - Purchasing Director

Issues for Consideration:

None.

Points to Consider:

This product is ideal to control adult mosquitoes and to reduce the risk of several mosquito-borne diseases (such as West Nile and Eastern Equine Encephalitis) using a fixed wing aircraft.

Funding & Liability Factors:

Cost: 4 totes (275 gallons per tote) of a public health insecticide for \$208,500.27

Funding: 10001400-52320, Mosquito Control – Public Health Products (current fund balance – \$435,000)

Council Options:

Recommendation:

Committee members approve a request to purchase a public health insecticide for \$208,500.27



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2 -- Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Joseph Passiment, Chairman, Finance Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Request to Purchase Public Health Insecticide for Beaufort County Mosquito Control**

DATE: August 6, 2019

BACKGROUND: The Purchasing Department received a request from the Mosquito Control Director to purchase an EPA-registered public health insecticide (Duet HD – a sole source insecticide) from Clarke Mosquito Control. This product is ideal to control adult mosquitoes and to reduce the risk of several mosquito-borne diseases using a fixed wing aircraft.

VENDOR INFORMATION:

COST

Clarke Mosquito Control, Saint Charles, IL
4 totes (275 gallons per tote) @ \$48,326.85 per tote
(\$193,307.40 + \$13,531.51 tax + \$1,661.36 shipping) **\$208,500.27**

FUNDING: 10001400-52320, Mosquito Control – Public Health Products (current fund balance – \$435,000)

PRIOR YEAR COST: \$207,258.34 (4 totes)

FOR ACTION: Finance Committee meeting occurring on August 12, 2019

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve the purchase of Duet HD for \$208,500.27 from Clarke Mosquito Control.

CC: Ashley Jacobs, County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Philip Foot, Asst. Co. Administrator, Public Safety
Gregg Hunt, Mosquito Control Director

Attachments: Pricing Information



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointments to the Keep Beaufort County Beautiful Board

Council Committee:

Public Facilities

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

N/A

Issues for Consideration:

Three appointments for consideration:
District 8 - Eileen Hutton
District 7 - Joan Iaco
District 9 - Randy Boehme

Points to Consider:**Funding & Liability Factors:**

None.

Council Options:

Approve or Reject

Recommendation:

Approve



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Rec 5-7-2019

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ☐ Accommodations Tax (2% State)
- ☐ Airports
- ☐ Alcohol and Drug Abuse
- ☐ Assessment Appeals
- ☐ Beaufort County Transportation
- ☐ Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water & Sewer
- ☐ Beaufort Memorial Hospital
- ☐ Bluffton Township Fire
- ☐ Burton Fire
- ☐ Coastal Zone Management Appellate (inactive)
- ☐ Construction Adjustments and Appeals
- ☐ Daufuskie Island Fire
- ☐ Design Review
- ☐ Disabilities and Special Needs
- ☐ Economic Development Corporation
- ☐ Forestry (inactive)
- ☒ Historic Preservation Review
- ☒ Keep Beaufort County Beautiful
- ☐ Lady's Island / St. Helena Island Fire
- ☐ Library
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Regional Transportation Authority
- ☐ Parks and Recreation
- ☐ Planning *
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services (inactive)
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Zoning

DATE: May 7, 2019 NAME: Eileen Hutton

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 074529985

OCCUPATION: Retired Publisher

TELEPHONE: (Home) 843.837.8022 (Office) 616.560.3799 EMAIL: eileenhutton@att.net

HOME ADDRESS: 27 Spartina Point Drive, Hilton Head STATE: SC ZIP CODE: 29926

MAILING ADDRESS: same STATE: SC ZIP CODE: _____

COUNTY COUNCIL DISTRICT: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☒ 9 ☐ 10 ☐ 11 ☐

ETHNICITY: Caucasian ☒ African American ☐ Other ☐

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes ☐ No ☒

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form and a brief resume' either Email or U.S. Mail:

✉ Email: boardsandcommissions@bcgov.net

○ U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901

- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature

Eileen Hutton

Submit by Email

Eileen Hutton

Eileen grew up in Michigan, and earned degrees in both Library Science and Business Management. She worked for many years as a school librarian, until she developed her company, Brilliance Audio, the first commercial audiobook publishing house in the world. She would eventually sell the company to Amazon.com, and retire to Hilton Head Island at the end of 2009.

As owner, Eileen took Brilliance Audio from a small, independent niche publisher to the second largest audiobook company in the world. In her role at Brilliance, she negotiated the rights to publish audio versions of bestselling books by Nora Roberts, Dean Koontz, Danielle Steel, Daniel Silva, Jean M. Auel, Robert Crais, Mary Alice Monroe, Harlan Coben, T. Jefferson Parker, Michael Connelly, WEB Griffin, and many others. In the process, most of those authors became lifelong friends.

She completed her eighteenth year as a Director of the national Audio Publishers Association (APA), including two terms as its President. She also served as consultant to the Library of Congress on the digitization of their recorded content. Eileen formed an alliance between the APA and the Consumer Electronic Association (CEA) to create international standards for playback of digital audio files on mobile players, car stereos, and as downloads. She has also taught seminars on audiobook publishing for the University of Chicago's publishing program, as well as the annual weekend publishing workshop at the University of Michigan.

In her private life, she served several terms as Trustee of the Loutit District Library in her native Michigan, guiding the library from a city-owned entity to an independent state-chartered library system. As part of that process, Eileen spearheaded a voter referendum, a millage campaign, and a bond proposal to build a new central library.

In 2009, the Audio Publishers Association presented her with a Lifetime Achievement Award for her contributions to the industry, and she also received the Vivian Stephens Industry Award from the Romance Writers of America, for her support and advancement of that genre..

She is a benefactor of the American Heart Association and of St. Jude's Research Hospital, and gives much of her time to both organizations.

Eileen loves to travel with her husband and their family, to read, and to spend time with the many friends they've made in their new community. Since moving to Hilton Head, she inaugurated and hosts an ongoing series of local author events, catering to readers in three states.

###

Rainey, Sue

From: Rainey, Sue
Sent: Tuesday, May 7, 2019 10:08 AM
To: Weitz, Kristina
Subject: Verification of Council District and Voter Registration Number

Hi Kris,

At your convenience please verify:

Eileen Hutton
27 Spartina Point Drive
Hilton Head Island

Council District 8

Voter Registration No: 074529985

Thank you, Sue

Rainey, Sue

From: Rainey, Sue
Sent: Tuesday, May 7, 2019 10:57 AM
To: Weitz, Kristina
Subject: RE: Verification of Council District and Voter Registration Number

Thank you.

From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Tuesday, May 7, 2019 10:54 AM
To: Rainey, Sue <suer@bcgov.net>
Subject: RE: Verification of Council District and Voter Registration Number

Everything is perfect for Ms. Hutton.

Kris

From: Rainey, Sue <suer@bcgov.net>
Sent: Tuesday, May 7, 2019 10:08
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Verification of Council District and Voter Registration Number

Hi Kris,

At your convenience please verify:

Eileen Hutton
27 Spartina Point Drive
Hilton Head Island

Council District 8

Voter Registration No: 074529985

Thank you, Sue

From: [Brock, Sarah](#)
To: [Rodman, Stewart](#); [Sommerville, Paul](#); [Glover, York](#); [Hervochon, Chris](#); [Howard, Alice G.](#); [Passiment, Joseph](#); [McElynn, Lawrence](#); [Flewelling, Brian](#); [Covert, Michael](#); [Lawson, Mark](#); [Dawson, Gerald](#)
Cc: eileenhutton@att.net; [Carter, Cindy](#); [Rainey, Sue](#)
Subject: Eileen Hutton - Board Application
Date: Wednesday, May 8, 2019 11:57:25 AM
Attachments: [hutton.eileen.pdf](#)

Good Morning,
Eileen Hutton (Council District 8) has submitted an application to serve as a member of the Keep Beaufort County Beautiful Board.

There are 3 vacancies on the Keep Beaufort County Beautiful Board (Council Districts 7, 8 and 9).

Her application is attached for your review.
Thanks,
Sarah

Sarah W. Brock
Interim Clerk to Council
Beaufort County
843.255.2183

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ☐ Accommodations Tax (2% State)
- ☐ Airports
- ☐ Alcohol and Drug Abuse
- ☐ Assessment Appeals
- ☐ Beaufort County Transportation
- ☐ Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water & Sewer
- ☐ Beaufort Memorial Hospital
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- ☐ Coastal Zone Management Appellate (inactive)
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- ☐ Design Review
- ☐ Disabilities and Special Needs
- ☐ Economic Development Corporation
- ☐ Forestry (inactive)
- ☐ Historic Preservation Review
- ☒ 1 Keep Beaufort County Beautiful
- ☐ Lady's Island / St. Helena Island Fire
- ☐ Library
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Regional Transportation Authority
- ☒ 3 Parks and Recreation
- ☐ Planning *
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services (inactive)
- ☐ Solid Waste and Recycling
- ☒ 2 Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Zoning

DATE: 5/7/2019 NAME: Joan Iaco

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 470363005

OCCUPATION: Technician

TELEPHONE: (Home) 8435406770 (Office) _____ EMAIL: vano9144@bellsouth.net

HOME ADDRESS: 94 Isle of Palms East STATE: SC ZIP CODE: 29910

MAILING ADDRESS: 94 Isle of Palms East STATE: SC ZIP CODE: 29910

COUNTY COUNCIL DISTRICT: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☒ 8 ☐ 9 ☐ 10 ☐ 11 ☐

ETHNICITY: Caucasian ☒ African American ☐ Other ☐

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes ☐ No ☒

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - Email: boardsandcommissions@bcgov.net
 - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: _____

Submit by Email

Joanie Iaco
94 Isle of Palms East
Bluffton, SC 29910
843-540-6770
vano9144@bellsouth.net

Career Summary: Extensive career spanning 25 years of progressive experience and continuous business success.

Experience:

**Fast Fit Body Sculpting, Hilton Head, SC
Client Technician (2019)**

- Assist Clients with the Fast Fit Program procedures.
- Communicate with clients regarding their progress.
- Recommend additional consultation assistance.
- Marketing Coordinator of all broadcast, online and newspaper advertising.

**Peacock Collision Center, Ridgeland, SC
Collision Center Manager – (2016-2019)**

- Direct all Collision Center activities.
- Responsible for the overall operation and fiscal success of a 36,000 sq. ft. location.
- Supervise the activities of 23 employees including performance reviews.
- Recruit hire and train associates to operate at peak efficiency with customer satisfaction.
- Planned and arranged all marketing to consumers and insurance companies. Including Bluffton and Beaufort Chamber of Commerce, Bluffton Rotary memberships.

**Chatham Parkway Toyota Lexus Collision Center, Savannah, GA
Collision Center Manager – (2010 – 2016)**

- Direct all Collision Center activities.
- Responsible for the overall operation and fiscal success of a 12,000 sq ft. location.
- Supervise the activities of 20 employees including performance reviews.
- Recruit hire and train associates to operate at peak efficiency with customer satisfaction.

**Campbell & Rosemurgy Real Estate, Boca Raton, Florida
Realtor, GRI – (2008 – Present)**

- Rental expert for the South Florida East Coast territory.
- Assist the public with the purchase, sale or rental of their condo or home.
- Assisted Top Performing Rental Agent, showings, listings, completing contracts.

**World Ford of Pembroke Pines Florida,
Collision Center Director (2007 - 2008)**

- Direct all Collision Center activities for the Fourth Largest Auto Group.
- Responsible for the overall operation and fiscal success of a 42,000 sq ft. location.
- Supervise the activities of 30 employees including performance reviews.

Recruit hire and train associates to operate at peak efficiency with customer satisfaction.

JM Lexus, Margate Florida

Collision Center Director (1991-2007)

- Direct all Collision Center activities for the World's Largest Lexus dealership.
- Responsible for the overall operation and fiscal success of two locations (12,000 sq. ft. and 10,000 sq ft) with sales of \$11 million dollars annually.
- Supervise the activities of 55 employees including performance reviews and promotion.
- Recruit hire and train associates to operate at peak efficiency with customer satisfaction.
- Develop excellent relationships with factory representatives and insurance companies based on integrity, quality of work performed and dedication to satisfy customers

Major Achievements:

- Increased revenue at Peacock Collision Center \$60k to \$150 on average.
- Acquired 10 Manufacturers Certifications.
- Contracted with all the major insurance companies.
- Increased revenue at CP Toyota Lexus from \$60k per month to \$90k per month (labor gross)
- One-million-dollar month in labor and parts sales for October of 2006.
- In 2006, consecutively broke last year's actual numbers 11 out of 12 months.
- Significantly improved individual and department performance by establishing goals and extensive follow up to gauge performance.
- Became the direct repair facility for several insurance companies as a result of quality work, timely completion and commitment to customer satisfaction.
- Achieved a 90% or better for Customer Satisfaction with Lexus approved CSI company, Customer Research Inc.
- Personally reviewed completed work to assure the highest standards were observed at all times.
- Reduced material costs by 33% without compromising quality.
- Developed an excellent reputation for quality, reliability and integrity.
- Played a key role in JM Lexus becoming the "First Certified Lexus Collision Center in the Nation".

Activities:

- Executive Board Member, President Elect, Bluffton, SC
- Executive Board Member, Membership Chair, Bluffton, SC
- Executive Board Member, Bluffton Rotary, Bluffton, SC
- Advisory Board Member, Covenant House, Ft. Lauderdale, FL
- Advisory Board Member, Youth Automotive Training Center
- Advisory Board Member, PACE Center for Girls
- Former Volunteer/Fund Raiser, Broward Partnership for the Homeless and JM Family Adopt-a-Family Program.

Rainey, Sue

From: joan <vano9144@bellsouth.net>
Sent: Tuesday, May 7, 2019 2:17 PM
To: boardsandcommissions
Subject: FW: Beautification Board application
Attachments: Joanie Resume 0119.doc; volunteer-application.pdf

Here are both.
Thank you
Joanie Iaco

From: joan <vano9144@bellsouth.net>
Sent: Tuesday, May 7, 2019 2:14 PM
To: 'boardsandcommissions@bcgov.net' <boardsandcommissions@bcgov.net>
Subject: Beautification Board application

To Whom it may concern.....

Thanks

Joanie Iaco
Marketing Coordinator
Fast Fit Body Sculpting
843-540-6770

Rainey, Sue

From: Rainey, Sue
Sent: Wednesday, May 8, 2019 10:11 AM
To: Weitz, Kristina
Subject: RE: Verification of Council District and Voter Registration Number

Thank you.

From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Wednesday, May 8, 2019 9:47 AM
To: Rainey, Sue <suer@bcgov.net>
Subject: RE: Verification of Council District and Voter Registration Number

Everything is perfect for Ms. Iaco!

Have a wonderful day!

Kris

From: Rainey, Sue <suer@bcgov.net>
Sent: Wednesday, May 8, 2019 06:51
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Verification of Council District and Voter Registration Number

Hi Kris,

At your convenience, please verify:

Joanie Iaco
94 Isle of Palms East
Bluffton, SC 29910

Council District 7

Voter Registration No. 470363005

Thank you, Sue

From: [Brock, Sarah](#)
To: [Rodman, Stewart](#); [Sommerville, Paul](#); [Glover, York](#); [Hervochon, Chris](#); [Howard, Alice G.](#); [Passiment, Joseph](#); [McElynn, Lawrence](#); [Flewelling, Brian](#); [Covert, Michael](#); [Lawson, Mark](#); [Dawson, Gerald](#)
Cc: vano9144@bellsouth.com; [Carter, Cindy](#); [Loper, Shannon](#); [Flake, Amanda](#); [Rainey, Sue](#)
Subject: Joan Iaco - Board Application
Date: Wednesday, May 8, 2019 11:54:09 AM
Attachments: [iaco.joan.pdf](#)

Good Morning,

Joan Iaco (Council District 7) has submitted an application to serve as a member of the Keep Beaufort County Beautiful Board, Parks and Recreation Board and the Southern Beaufort County Corridor Beautification Board.

There are 3 vacancies on the Keep Beaufort County Beautiful Board (Council Districts 7, 8 and 9).

There are no vacancies on the Parks and Recreation Board.

There are 2 vacancies on the Southern Beaufort County Corridor Beautification Board (Council Districts 8 and 5).

Her application is attached for your review.

Thanks,

Sarah

Sarah W. Brock

Interim Clerk to Council

Beaufort County

843.255.2183

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN UTILITY EASEMENT ENCUMBERING THE WRIGHT FAMILY PARK

Council Committee:

PUBLIC FACILITIES

Meeting Date:

AUGUST 12, 2019

Committee Presenter (Name and Title):

Thomas J. Keaveny, County Attorney

Issues for Consideration:

N/A

Points to Consider:

Beaufort County and Town of Bluffton jointly own the Wright Family Park. This property contains a historic building which the Town of Bluffton plans to restore, the remainder of the property is to be used as a passive park. This easement is needed to run underground conduit to provide lights in the park.

Funding & Liability Factors:

None

Council Options:

Approve, modify, or reject

Recommendation:

Approve

ORDINANCE 2019 / __

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, SOUTH CAROLINA, IDENTIFIED AS TMS NO. R610 039 00A 0111 0000 AND ALSO KNOWN AS THE WRIGHT FAMILY PARK.

WHEREAS, Beaufort County jointly owns with the Town of Bluffton, Parcel Number R610 039 00A 0111 0000 with a street address of 111 Calhoun Street, Bluffton, SC 29910 and also known as the Wright Family Park (the “Property”); and

WHEREAS, Beaufort County and the Town of Bluffton desire to further development the Property for the purposes of a passive park and restoration of the historic structures on the Property; and

WHEREAS, in order to develop the Property as described above, it is necessary for Dominion Energy South Carolina, Inc., a South Carolina Corporation (“Dominion”) to locate overhead and/or underground electric systems to serve the Property; and

WHEREAS, Dominion has requested that Beaufort County and the Town of Bluffton grant a utility easement for the nonexclusive right to enter the Property for the purposes of constructing, maintaining, and operating overhead and/or underground electric lines across portions of the Property; and

WHEREAS, County staff has worked diligently with Dominion to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself; and

WHEREAS, Beaufort County Council has determined that it is in the best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and show on the attached “Exhibit A”; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

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

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The County Administrator is hereby authorized to take all necessary actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new power line to occur as agreed upon by the County and Dominion.

Adopted this ____ day of ____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

Easement # 899172

INDENTURE, made this _____ day of _____, 2019 by and between **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**, hereinafter called "Grantor" (whether singular or plural), and **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 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 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 portion of a lot of land containing **1.27 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Augustine T.S. Wright, Jr.**, dated or recorded **5/9/2017**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 3573 at Page 1701**.

This property is identified as 111 Calhoun Street, being situate at the southeast corner of the intersection of Water St. and Calhoun St. The easement will be as the facilities are actually installed and are more fully shown on Dominion Energy South Carolina, Inc., drawing #83410 and any revisions made thereof, being attached hereto, as "Exhibit A" and made a part hereof as reference only. A signed Dominion Energy South Carolina, Inc., drawing, by the Grantor, its successors or assigns will be authorization for the location and installation of future facilities.

TMS: R610 039 00A 0111 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 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:

SIGNATURE PAGE FOLLOWING

Easement # 899172

The Town of Bluffton, a South Carolina municipal corporation

1st Witness

By: _____ (SEAL)
Marc Orlando

2nd Witness

Title: Town Manager

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 **Marc Orlando**, as **Manager of The Town of Bluffton, a South Carolina Municipal Corporation**, 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 _____, 2019

Signature of Notary Public State of SC

My commission expires: _____

Print Notary Public Name

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Wright Family Park- Lighting**

County: **Beaufort**

R/W File Number: **23261**

Grantor(s): **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**

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

Easement # 899172

Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina

1st Witness

By: _____ (SEAL)

Print Name: _____

2nd Witness

Title: _____

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, South Carolina, a Political Subdivision of the State of South Carolina**, 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 _____, 2019

Signature of Notary Public State of SC

My commission expires: _____

Print Notary Public Name

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Wright Family Park- Lighting**

County: **Beaufort**

R/W File Number: **23261**

Grantor(s): **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**

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

Easement # 899172

Dominion Energy South Carolina, Inc., a South Carolina corporation

1st Witness

By: _____ (SEAL)

Print Name: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, as _____ of **Dominion Energy South Carolina, Inc., a South Carolina corporation**, 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 _____, 2019

Signature of Notary Public State of SC

My commission expires: _____

Print Notary Public Name

RIGHT OF WAY GRANT TO DOMINION ENERGY SOUTH CAROLINA, INC.

Line: **Wright Family Park- Lighting**

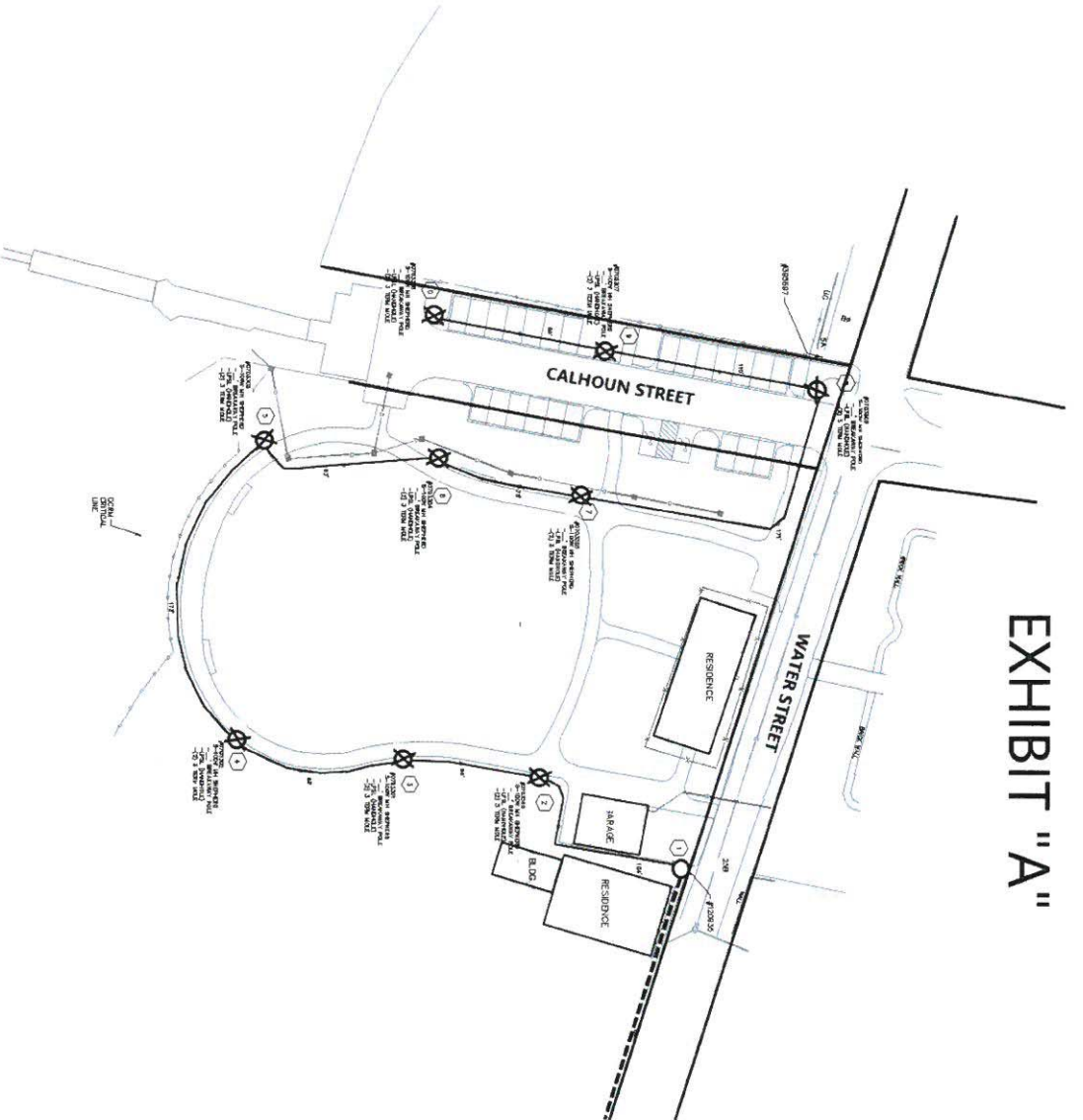
County: **Beaufort**

R/W File Number: **23261**

Grantor(s): **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**

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

EXHIBIT "A"



PLAN "SAFETY" INTO EVERY JOB

ELECTRONIC DRAWING—DO NOT REVISE MANUALLY

PRELIMINARY	
NO.	DATE
1	10/10/2010
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100	10/10/2010

PRELIMINARY

COMPANY	
DOMINION ENERGY SOUTH CAROLINA, INC.	
TITLE: RESIDENTIAL LAYOUT	
SUBJECT: RESIDENTIAL LAYOUT	
SCALE: 1" = 30'	
DATE: 10/10/2010	
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	

3 DAYS BEFORE DEDICATING

CALL 811

FOR A FREE SERVICE

FOR A FREE SERVICE

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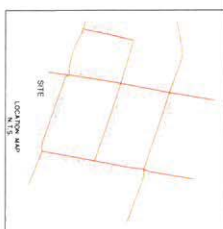
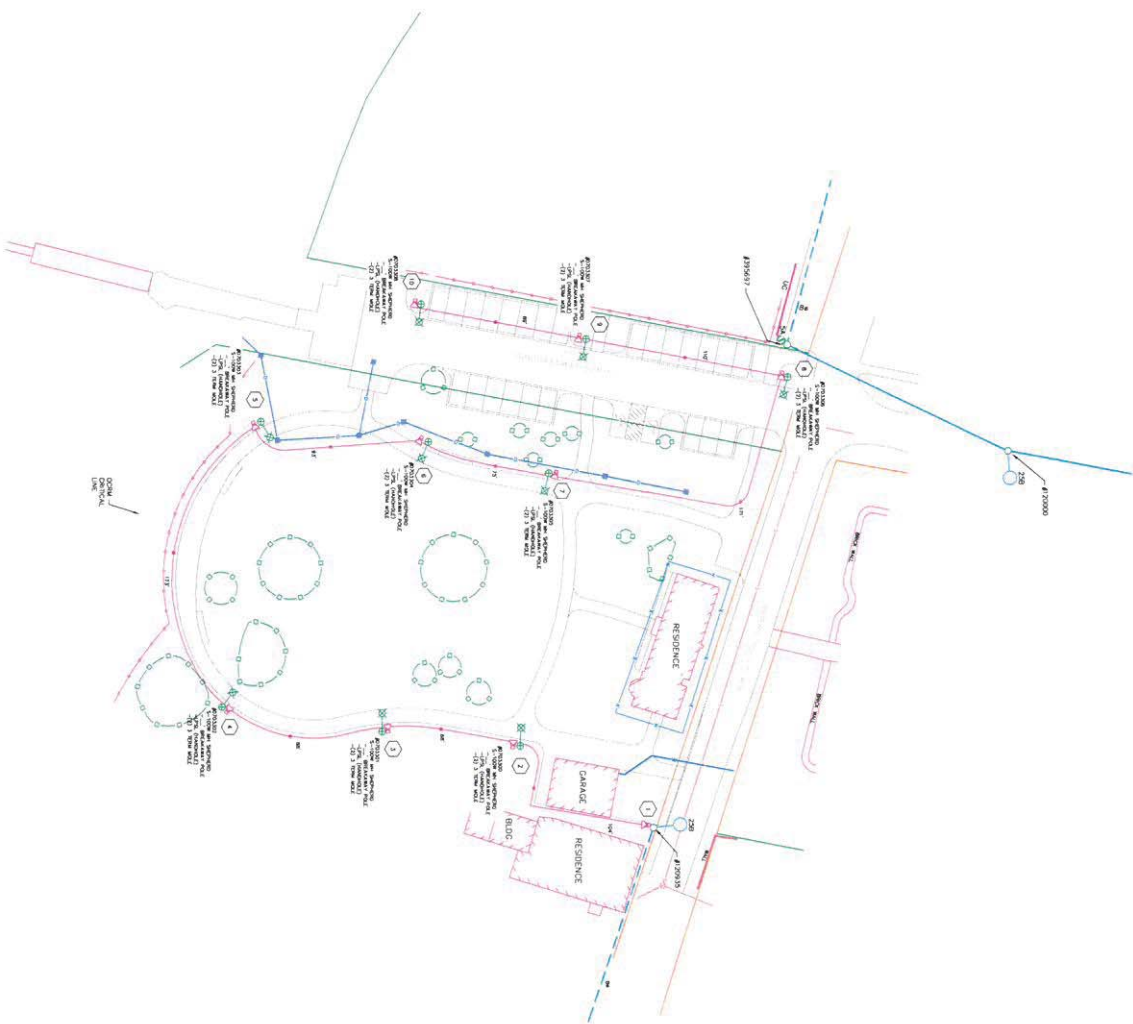
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PLAN "SAFETY" INTO EVERY JOB

ELECTRONIC DRAWING—DO NOT REVISE MANUALLY



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Waterfront Structures

Council Committee:

Public Facilities Committee

Meeting Date:

August 5, 2019

Committee Presenter (Name and Title):

Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

County Council is authorized to utilize Local Hospitality Tax Funds for certain limited purposes including tourism related cultural, recreational and historical programs and facilities. The appropriation of funds for the inspections of Waterfront Structures ensures the safety for tourism and recreational activities.

Points to Consider:

Structures to be inspected include 5 water crossings on Spanish Moss Trail and Wimbee Creek Fishing pier. The water crossings on SMT include timber and concrete bridges and RCP culverts all installed at different times and all in various stages of aging. These inspections will be a base line to determine if repairs are needed and then establish a periodic inspection plan. An inspection on Wimbee Creek fishing pier was completed in February 2018, with evaluation noting the structure in fair to poor condition. This is a follow-up inspection to evaluate current conditions and determine if repairs should be implemented.

Funding & Liability Factors:

To appropriate \$21,677 from the Local Hospitality Tax for Waterfront Structure Inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier.

Council Options:

Approve or disapprove appropriation of funds

Recommendation:

Approve appropriation of funds

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 ž Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) ž 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0003

Originally submitted on: 2019-06-11T15:11:58

Select One:

☒ Ordinance / Resolution

☐ Lease (Real Property)

☐ MOA / MOU / IGA

☐ Easement / Right Of Way

☐ Other _____

Document Title: Ordinance Waterfront Structure Inspection

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 7/1/2019

Description/Concern:

AN ORDINANCE TO APPROPRIATE \$21,677 FROM THE LOCAL HOSPITALITY TAX FOR WATERFRONT STRUCTURE INSPECTIONS OF SPANISH MOSS TRAIL AND WIMBEE CREEK FISHING PIER

If applicable, please provide the total value amount of the contract:

☐ Amount BELOW \$50,000.00

☐ Amount \$50,000 to \$99,999

☐ Amount \$100,000 and above

Has the item been approved by a Council Committee? ☐ Yes ☐ No ☒ N/A

Has the item been approved by full Council? ☐ Yes ☐ No ☒ N/A

Attachments: _____

 No file attached



Ordinance Waterfront Structure
Inspection.docx
16.76 KB



2019 Beaufort County Waterfront
Structures.pdf
232.13 KB

LEGAL DEPARTMENT USE ONLY

Attachments:



Ordinance Waterfront Structure
Inspection with csi edits
6.27.2019.docx
17.04 KB



No file attached



No file attached

☒ Approved

☐ On Hold

☐ Send Request to County Admin

☐ Disapproved

Comments:

Please use the uploaded edited version from legal. Should be presented to Public Facilities committee at next opportunity.

cinglese

Legal Department Staff

6/27/2019

8:44:45 AM

Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes

ORDINANCE NO. 2019 / _____

AN ORDINANCE TO APPROPRIATE \$21,677 FROM THE LOCAL HOSPITALITY TAX FOR WATERFRONT STRUCTURE INSPECTIONS OF PORTIONS OF THE SPANISH MOSS TRAIL AND WIMBEE CREEK FISHING PIER

WHEREAS, County Council is authorized to utilize Local Hospitality Tax Funds for certain limited purposes including tourism related cultural, recreational and historical programs and facilities; and

WHEREAS, County Council is authorized to utilize Local Hospitality Tax Funds for highways, roads, streets, bridges and boat ramps providing access to tourist destinations; and

WHEREAS, County Council is authorized to utilize Local Hospitality Tax Funds for river access; and

WHEREAS, the proposal for conducting structural inspections along the Spanish Moss Trail and the Wimbee Creek Fishing Pier qualify for Hospitality Tax Fund expenditures; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-534(b) states “authorization to utilize any funds from the ‘County of Beaufort, South Carolina, Hospitality Tax Account,’ shall be by ordinance duly adopted by the County Council;” and

WHEREAS, Beaufort County deems it appropriate and in the best interest of its citizens to provide funding for inspection services associated with the Spanish Moss Trail and Wimbee Creek Fishing Pier from Hospitality Tax Funds; and

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation of \$21,677 be made from the Local Hospitality Tax Fund to pay for the Waterfront Structure Inspections of Spanish Moss Trail and Wimbee Creek Fishing Pier.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

McSweeney Engineering
Waterfront Inspection Proposal

<u>Structure</u>	<u>Inspection Man Hours</u>	<u>Report Hours</u>	<u>Drawing Hours</u>	<u>Report QC</u>	<u>Cost Per Project</u>
Laurel Bay Bridge	6	4	4	1.5	\$2,055.00
Albergotti Bridge	12	4	4	1.5	\$2,925.00
Battery Creek Bridge	12	4	4	1.5	\$2,925.00
Battery Creek #2 Bridge	6	4	4	1.5	\$2,055.00
Culvery at Marshes of Battery Creek	3	4	4	1.5	\$1,620.00
Wimbee Creek Fishing Pier	36	4	4	1.5	\$6,405.00
 Total Hours	75	24	24	9	
Average Rate	\$145.00	\$120.00	\$120.00	\$150.00	
Totals	\$10,875.00	\$2,880.00	\$2,880.00	\$1,350.00	
 Total Inspection/Report	<u>\$17,985.00</u>				

Office Prep (Field Books/Planning)	\$750.00
Project Management	\$1,196.00
 Total Office Fee	<u>\$1,946.00</u>
 Directs Costs (equipment/Dive Pay)	<u>\$1,746.00</u>

Total Project Cost	<u>\$21,677.00</u>
--------------------	--------------------



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Broad River Fishing Pier Inspections

Council Committee:

Public Facilities

Meeting Date:

August 8, 2019

Committee Presenter (Name and Title):

Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

County Council is authorized to utilize the 3% Local Accommodation Tax Funds for certain limited purposes to include tourism, cultural, recreational or historical facilities and highways, roads, streets, bridges and boat ramps. The appropriation of funds for Broad River Fishing Pier Inspections ensures the safety for tourism and recreational activities.

Points to Consider:

The structure is in good condition and deterioration of the concrete beams and pile foundations was addressed last year in the preservation program. It is recommended to continue to monitor the structure with comprehensive above and underwater inspections at yearly intervals to record and track condition of the pier.

Funding & Liability Factors:

To appropriate \$27,000 each year for up to five (5) years from the 3% Local Accommodation Tax Funds for the inspections of Broad River Fishing Pier.

Council Options:

Approve or disapprove appropriation of funds

Recommendation:

Approve appropriation of funds

ORDINANCE NO. 2019 / _____

AN ORDINANCE TO APPROPRIATE \$27,000 EACH YEAR FOR UP TO FIVE (5) YEARS FROM THE 3% LOCAL ACCOMMODATION TAX FUNDS FOR THE INSPECTIONS OF BROAD RIVER FISHING PIER

WHEREAS, County Council is authorized to utilize the 3% Local Accommodation Tax Funds for certain limited purposes including tourism, cultural, recreational or historical facilities and highways, roads, streets, bridges and boat ramps providing access to tourist destinations; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states “authorization to utilize any funds from the ‘County of Beaufort, South Carolina, Local Accommodations Tax Account,’ shall be by ordinance duly adopted by the County Council;” and

WHEREAS, Beaufort County deems it appropriate and in the best interest of its citizens to provide funding for inspection services associated with Broad River Fishing Pier; and

WHEREAS, ensuring the safety for tourism and recreational activities at Broad River Fishing Pier; and

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation of \$27,000 each year for up to five (5) years be made from the 3% Local Accommodations Tax Fund to pay for the Inspection of Broad River Fishing Pier as needed.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ź Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) Ź 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0004

Originally submitted on: 2019-06-11T15:11:58

Select One:

☒ Ordinance / Resolution

☐ Lease (Real Property)

☐ MOA / MOU / IGA

☐ Easement / Right Of Way

☐ Other _____

Document Title: Ordinance Broad River Fishing Pier Inspection

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843 255 2692

Em: brittanee.fields@bcgov.net

Date needed by: 7/1/2019

Description/Concern:

Ordinance to appropriate \$27,000 from the 3% Local Accommodation Tax Funds to the inspections of Broad River Fishing Pier

If applicable, please provide the total value amount of the contract:

☐ Amount BELOW \$50,000.00

☐ Amount \$50,000 to \$99,9999

☐ Amount \$100,000 and above

Has the item been approved by a Council Committee? ☐ Yes ☐ No ☒ N/A

Has the item been approved by full Council? ☐ Yes ☐ No ☒ N/A

Attachments: _____



Ordinance Broad River Fishing Pier
Inspection.docx
16.89 KB



_042619E RFP Broad River Fishing
Pier Inspection.pdf
339.88 KB



BID McSweeney Engineers.pdf
3.56 MB



BID 2nd doc McSweeney
Engineers.pdf
155.67 KB



Award Recommendation_Broad River
Pier Inspection - Signed by McFee.pdf
279.25 KB

No file attached

LEGAL DEPARTMENT USE ONLY

Attachments:

No file attached



No file attached



No file attached

☒ Approved

☐ On Hold

☐ Send Request to County Admin

☐ Disapproved

Comments:

Good job Brittanee. The "Approved as to Form" signature line for the County Attorney can be removed, but otherwise looks good to me. The next step is to get this on a Public Facilities or Finance Committee agenda.

cinglese

Legal Department Staff

7/1/2019

8:30:22 AM

Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes

RESOLUTION 2019 / __

A RESOLUTION AUTHORIZING THE APPLICATION OF AN IMPACT FEE CREDIT TO BEAUFORT MEMORIAL HOSPITAL PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT REGARDING ROAD DESIGN AND CONSTRUCTION OF BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD.

WHEREAS, Beaufort County Ordinance No. 2006/24, (now codified at Chapter 82 of the Beaufort County Code of Ordinances) provides for an impact fee payor to apply for credits and enter into a Credit Agreement with County Council for system improvements; and

WHEREAS, an Intergovernmental Agreement (the “Agreement”) was entered on February 28, 2011, among the County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital (the “Hospital”) regarding road design and construction of Buckwalter Commercial Park Frontage Road; and

WHEREAS, under the authority provided in Ordinance No. 2006/24 and pursuant to Section 1(d) of the Agreement, the Hospital “shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on the Buckwalter Commercial Front Road”; and

WHEREAS, the Hospital escrowed \$75,000 for system improvements at the time of purchase in 2011 for partial funding of a traffic signal along SC Highway 170; and

WHEREAS, based on results provided by a traffic analysis, the internal capture reduction is \$161,319 (20% of \$806,593); and

WHEREAS, the Public Facilities Committee met on August 12, 2019, and did unanimously recommend authorization of an impact fee credit to the Hospital for the costs expended on the Buckwalter Commercial Front Road; and

WHEREAS, prior authority of Beaufort County Council is required to authorize an impact fee credit.

NOW, THEREFORE, BE IT RESOLVED, by Beaufort County Council, duly assembled, does hereby authorize Beaufort Memorial Hospital to receive an impact fee credit in the amount of \$236,319.00 for costs expended by Beaufort Memorial Hospital on Buckwalter Commerical Frontage Road.

Adopted this ____ day of August, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Contract Award Recommendation for IFB#053019, Beaufort County Public Works SW & R Household Hazardous Waste Disposal and Services

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

August 5, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director and David Wilhelm, Director of Public Works

Issues for Consideration:

. Household hazardous waste is collected at the County Convenience Centers and consolidated at the County's Public Works Complex (120 Shanklin Road, Beaufort, SC) for proper shipment and disposal by the vendor. IFB #053019 was advertised in the Island Packet, SC Business Opportunities, and through Vendor Registry and was opened on May 30, 2019.

Points to Consider:

The staff evaluation committee reviewed the bids for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel selected CARE Environmental Corp., as the lowest responsive/responsible company. Low Bid was \$151,495 and estimated total contract request is \$160,000 for FY2020.

Funding & Liability Factors:

Solid Waste and Recycling Account 10001340-51160

Council Options:

The committee may approve or disapprove the contract award. If approved by committee send the contract to County Council for approval.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$160,000 to CARE Environmental, Corp.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2 –Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Contract Award Recommendation for IFB #053019
Beaufort County Public Works SW&R Household Hazardous Waste Disposal and Services

DATE: June 17, 2019

BACKGROUND: Beaufort County issued an Invitation for Bid (IFB) to solicit bids from qualified firms to provide household hazardous waste disposal services for the Beaufort County Public Works Department Solid Waste and Recycling Section. Household hazardous waste is collected at the County Convenience Centers and consolidated at the County's Public Works Complex (120 Shanklin Road, Beaufort, SC) for proper shipment and disposal by the vendor. IFB #053019 was posted through Vendor Registry and was opened on May 30, 2019.

The staff evaluation committee reviewed the bids for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel selected CARE Environmental Corp., as the lowest responsive/responsible company.

VENDOR INFORMATION:

COST ESTIMATED PER FY19 WASTE GENERATED

- | | |
|---|---------------------------------------|
| 1. CARE Environmental Corp. | \$ 151,495.15 |
| 2. ECOFLO, Inc. | \$ 164,515.75 |
| 3. Tradebe Environmental Services, LLC | \$ 168,352.00 |
| 4. MXI Environmental Services LLC | \$ 202,540.25 |
| 5. Advanced Sustainable Engineered Solutions, LLC | * bid not received; cover letter only |

Total estimated cost per year: \$160,000 based on prior contract volume generated.

FUNDING: Solid Waste and Recycling Account 10001340-51160

FOR ACTION: Public Facilities Committee on August 5, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$160,000 to CARE Environmental, Corp.

cc: Ashley Jacobs, County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Eric Larson, Director Environmental Engineering
David Wilhelm, Director Public Works
Cindy Carter, Solid Waste Coordinator

Attachment: 1. Bid Tab

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	Beaufort County Public Works SW&R Household Hazardous Waste Disposal and Services
Project Number:	IFB #053019
Project Budget:	
Bid Opening Date:	Thursday, May 30, 2019
Time:	3:00 PM
Location:	Building #2 106 Industrial Village Rd, Beaufort, SC
Bid Administrator:	Dave Thomas, Beaufort County Purchasing Director
Bid Recorder:	Cindy Carter, Solid Waste Coordinator

BIDDER	Rater 1	Rater 2	Rater 3	Rater 4		Notes
Advanced Sustainable Engineered Solutions LLC						Non-responsive; letter only
CARE Environmental Corp	✓	✓	✓	✓		Selected; lowest calculated bid
ECOFLO, Inc						Second lowest calculated bid
MXI Environmental Services LLC						Highest calculated bid
Tradebe Environmental Services, LLC						Second highest calculated bid

			ECOFLO		MXI		Tradebe		CARE		ASES
		Estimated amounts	Bid Rate	Projected	Bid Rate	Projected	Bid Rate	Projected	Bid Rate	Projected	n/a
Aerosols	Cubic yard box	x 6	\$345.00	\$2,070.00	\$450.00	\$2,700.00	\$671.00	\$4,026.00	\$450.00	\$2,700.00	n/a
Antifreeze	55-gallon drum bulk	x 5	\$85.00	\$425.00	\$90.00	\$450.00	\$89.00	\$445.00	\$90.00	\$450.00	n/a
Corrosives (Acid and Base) Liquid	55-gallon drum lab pack	x 27	\$185.00	\$4,995.00	\$190.00	\$5,130.00	\$307.00	\$8,289.00	\$185.00	\$4,995.00	n/a
Corrosives (Acid and Base) Solid	55-gallon drum lab pack	x 1	\$185.00	\$185.00	\$190.00	\$190.00	\$307.00	\$307.00	\$185.00	\$185.00	n/a
Fire Extinguisher (medium)	55-gallon drum lab pack	x 81	\$150.00	\$12,150.00	\$175.00	\$14,175.00	\$30.00	\$2,430.00	\$10.00	\$810.00	n/a
Fire Extinguisher (small)	55-gallon drum lab pack	x 95	\$90.00	\$8,550.00	\$200.00	\$19,000.00	\$30.00	\$2,850.00	\$5.00	\$475.00	n/a
Flammable Liquids	Cubic yard box	x 60	\$375.00	\$22,500.00	\$285.00	\$17,100.00	\$875.00	\$52,500.00	\$240.00	\$14,400.00	n/a
Flammable Solid	55-gallon drum lab pack	x 1	\$185.00	\$185.00	\$210.00	\$210.00	\$300.00	\$300.00	\$185.00	\$185.00	n/a
Fluorescent Bulbs		x 1	\$0.75	\$0.75	\$0.25	\$0.25	\$25.00	\$25.00	\$0.15	\$0.15	n/a
Latex Paint	30 cubic yard roll-off box	x 23	\$4,795.00	\$110,285.00	\$4,400.00	\$101,200.00	\$3,777.00	\$86,871.00	\$5,300.00	\$121,900.00	n/a
Mercury/ mercury debris	55-gallon drum lab pack	x 1	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,129.00	\$2,129.00	\$185.00	\$185.00	n/a
Oil-Based Paint	Cubic yard box	x 1	\$215.00	\$215.00	\$285.00	\$285.00	\$803.00	\$803.00	\$240.00	\$240.00	n/a
Oxidizing Liquid	55-gallon drum lab pack	x 1	\$185.00	\$185.00	\$275.00	\$275.00	\$498.00	\$498.00	\$185.00	\$185.00	n/a
Oxidizing Solid	55-gallon drum lab pack	x 1	\$185.00	\$185.00	\$275.00	\$275.00	\$498.00	\$498.00	\$185.00	\$185.00	n/a
Pesticides/Poisons Liquid	55-gallon drum lab pack	x 3	\$185.00	\$555.00	\$225.00	\$675.00	\$466.00	\$1,398.00	\$240.00	\$720.00	n/a
Pesticides/Poisons Solid	55-gallon drum lab pack	x 2	\$195.00	\$390.00	\$225.00	\$450.00	\$466.00	\$932.00	\$240.00	\$480.00	n/a
Propane Tank	Price per tank	x 131	\$5.00	\$655.00	\$300.00	\$39,300.00	\$25.00	\$3,275.00	\$25.00	\$3,275.00	n/a
Reactive	55-gallon drum lab pack	x 1	\$185.00	\$185.00	\$125.00	\$125.00	\$776.00	\$776.00	\$125.00	\$125.00	n/a
				\$164,515.75		\$202,540.25		\$168,352.00		\$151,495.15	



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Janitorial Cleaning Contract extension request with A & B Cleaning Services (July through September)

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

Issues for Consideration:

The current Janitorial Cleaning Services contract with A & B Cleaning from Greenville, NC ended on June 30, 2019 and will need to be renewed through September 30, 2019. The current monthly cost for 53 county locations is \$50,958.76. Staff is requesting a three month extension for a total contract amount of \$152,876.28.

Points to Consider:

1. The original RFP was awarded to A & B Cleaning in June of 2014. The current FY2019 contract cost was \$609,483.76. We are in our fifth year of the contract so it's time to publish a new RFP.
2. The new RFP for Janitorial Services for 53 locations closing date is August 14, 2019 at 3:00 pm.
3. County Staff is planning on presenting a new contract award recommendation in September and start a new contract on October 1, 2019.

Funding & Liability Factors:

Cleaning Services accounts: 10001310, 51000011, 54000011-51210.

Council Options:

Approve the contract extension or reject the contract extension.

Recommendation:

The Public Facilities Committee approves the contract extension with A & B Cleaning and sends to County Council for approval for the three months beginning July 1, 2019 and ending September 30, 2019 for a total contract amount of \$152,876.28



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Janitorial Cleaning Contract Extension Request with A & B Cleaning Services

DATE: August 12, 2019

BACKGROUND: The Purchasing Department received a request from the Director of Facilities Management to extend the Janitorial Services contract with A & B Cleaning of Greenville, NC for three months ending on September 30, 2019. The current Janitorial Cleaning Services contract with A & B Cleaning ended on June 30, 2019. A new RFP has been advertised for Janitorial Services for 53 locations to the public and has a closing date of August 14, 2019 at 3:00 pm. The three-month contract extension is needed to provide the services during the RFP process until a new contract is in place. County Staff is planning to present a new contract award recommendation to committee and county council in September and start a new contract on October 1, 2019. The current monthly cost for 53 county locations is \$50,958.76. Staff is requesting a three-month extension for a total contract amount of \$152,876.28.

FUNDING: Accounts: 10001310, 5100011, 54000011-51210, Cleaning Services

FOR ACTION: Public Facilities Committee meeting on August 12, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the three-month contract extension to the A & B Cleaning Services of Greenville, NC, in the contract amount of \$152,876.28.

Copy: County Administrator, Ashley Jacobs
Alicia Holland, Assistant County Administrator, Finance
Robert McFee, Division Director for Construction, Engineering & Facilities
Mark Roseneau, Director of Facilities Management



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

IFB 052819 Contract Award for the Beaufort County Government Complex New Office Building

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

August 5, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director, Mark Roseneau, Director of Facilities Management, Dan Saltrick, Beaufort Design Build, LLC

Issues for Consideration:

1. On June 20, 2019, The Purchasing Department received two (2) bids for the Beaufort County Government Complex, New Office Building project. Bids were received from the Paul S. Akins Company, Inc. and the Fraser Construction Company, LLC. Paul S. Akins Company was the low bidder with a total base bid of \$6,651,012.00. See the attached official bid tab for more information.
2. . The Architect has recommended that bid alternate 01, for the addition of telecommunications cabling, devices and build-out of two server rooms, be accepted. The addition of this alternate (+\$124,800.00) raises the total bid to \$6,775,812.00 which is under the Architect's probable cost estimate

Points to Consider:

1. Staff has reviewed the Paul S. Akin's bid for Small and Minority Business Compliance and finds no apparent reason for rejecting their bid (see the attached memo).
2. The total anticipated SMB participation dollar value is \$3,070,637.00. See the attached copy of Paul S. Akin's Bid.

Funding & Liability Factors:

See the attached recommendation memo for the funding information.

Council Options:

Approve or reject the contract award.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council a contract award to the Paul S. Akins Construction Company, Inc., in the amount of \$6,775,812.00 for the construction of the new office building complex.



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to approve award of a contract for construction for the Beaufort County Government Complex, New Office Building project.

DATE: August 5, 2019

BACKGROUND: On June 20, 2019, The Purchasing Department received two (2) bids for the Beaufort County Government Complex, New Office Building project. Bids were received from the Paul S. Akins Company, Inc. and the Fraser Construction Company, LLC. Paul S. Akins Company was the low bidder with a total base bid of \$6,651,012.00. The Architect has recommended that bid alternate 01, for the addition of telecommunications cabling, devices and build-out of two server rooms, be accepted. The addition of this alternate (+\$124,800.00) raises the total bid to \$6,775,812.00, which is under the Architect's probable cost estimate of \$6,806,487.16. The Architect's Recommendation for Award is attached.

BIDDER'S INFORMATION:

BID PRICING

1. Paul S. Akins Construction Company, Inc.

\$6,775,812.00*
(with all allowances and alternate 01)

2. Fraser Construction Company, LLC

\$7,475,000.00
(with all allowances and alternate 01)

*Staff conducted a review of the Paul S. Akins Construction bid pricing and for SMB compliance and finds no reason to reject their bid (see the attachments for more information). Therefore, Paul S. Akins is the certified lowest responsible/responsive bidder.

FUNDING: Account #, Name of account, Balance \$ _____. Mark please provide Account information and balance.

FOR ACTION: Public Facilities Committee meeting on August 5, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to the Paul S. Akins Construction Company, Inc., in the amount of \$6,775,812.00 for the construction of the new office building complex.

Copy: County Administrator, Ashley Jacobs

Alicia Holland, Assistant County Administrator, Finance

Robert McFee, Division Director for Construction, Engineering & Facilities

Mark Roseneau, Director of Facilities Management

Attachment: Certified Bid Tabulation and SMB summary sheet, Architect's Recommendation for Reward
Paul S. Akins Construction Company, Inc.'s Bid Form with attachments



Recommendation for Construction Contract Award

July 22, 2019

Mr. David L. Thomas, CPPO
Beaufort County Purchasing Department
106 Industrial Village Drive, Building #2
Beaufort, South Carolina 29906-1228

Re: **Beaufort County Government Complex
New Office Building**

Mr. Thomas:

Please find attached, the following documents for the above referenced project;

- Certified Bid Tabulation showing the Paul S Akins Company, Inc. to be the apparent low bidder
- Paul S. Akins Company, Inc. Bid Form and other forms referenced therein

Having reviewed these documents and having found them to meet the requirements of the Instructions to Bidders, Beaufort County's Standard Provisions and other applicable sections of the Project Manual, we recommend award of a Contract for Construction to the Paul S. Akins Company, Inc., in the amount of six million, seven hundred and seventy five thousand, eight hundred and twelve dollars and zero cents (\$6,775,812.00.00). This figure includes the following:

Base Bid	\$6,315,250.00
Contingency Allowance	\$315,762.00
Permit and Impact Fees Allowance	\$20,000.00
Alternate 01 (Telecom cabling, devices and build-out)	\$124,800.00
Total Bid	<hr/> \$6,775,812.00

With regard to the Bids and the Bid Process, please note the following.

- Because the Paul S. Akins Company's bid is significantly lower than the second bid, we asked them to review their bid for clerical errors. In addition, on July 16, 2019, we met with Mr. Jarrod Akins; Paul S. Akins Company, vice president. We reviewed the bid and scope of work with Mr. Akins and he indicated that they have no concerns over the scope of work or their price.
- Beaufort Design Build's construction documents probable cost estimate for this project was \$6,806,487.16 (including the allowances and alternate 01). While the Paul S. Akins Company's bid is slightly lower than our estimate, we believe that they have include the full scope of work and we believe that their bid is reasonable.

- We do not recommend acceptance of alternate 02 (light-weight insulating concrete roof deck) or alternate 03 (thermoplastic (TPO) membrane roof in lieu of ethylene-propylene-diene-monomer (EPDM) membrane roof). In the case of alternate 01, we do believe that the insulating concrete roof deck would provide long term value to the County but, we don't believe that it warrants the additional cost. With regard to alternate 03, we believe that the base bid roofing material (EPDM membrane) is a better product than the alternate (TPO membrane). Since the recommended contract value is under budget, there is no need to accept a deduct alternate unless it adds value to the project.
- The Contract Period is three hundred (300) calendar days from issuance of a written notice to proceed and Liquidated Damages have been specified as five hundred dollars and zero cents (\$500.00) per day. This was also discussed with Mr. Akins in our meeting on July 16, 2019 and he indicated that they take no exception to the Contract Period or Liquidated Damages.

Should you have any questions regarding this recommendation or the attached documents, please don't hesitate to call or write.

Sincerely,

Beaufort Design Build, LLC



Daniel C. Saltrick, AIA

Copy: Mr. Mark Roseneau, Director, Beaufort County Facility Management

Attachments: Certified Bid Tabulation
Paul S. Akins Company, Inc. bid

Bid Date and Time: June 20, 2019 at 3:00 PM

Bid Location: Beaufort County Purchasing Office
106 Industrial Village Road, Building 2, Beaufort, South Carolina 29906



Beaufort County Government Complex New Office Building 104 Ribaut Road, Beaufort, South Carolina 29902

Bid Tabulation

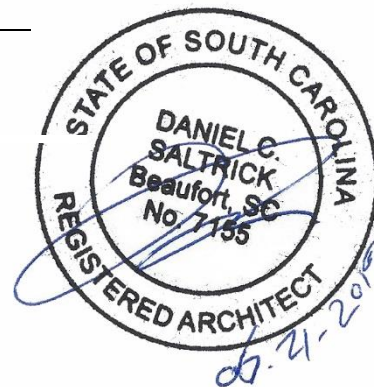
Item or Description					
Contractor	Paul S. Akins Co., Inc.	Fraser Construction Co., LLC			
SC License Number	G10501	G111444			
Attended Pre-Bid Meeting	Yes	Yes			
All four (4) Addendum Received	Yes	Yes			
SMB Self Performance Affidavit or Good Faith Effort Checklist	Good Faith Effort	Good Faith Effort			
Non-Discrimination Statement	Yes	Yes			
Certificate of Compliance with ADA	Yes	Yes			
Copy of Bid Bond or Certified Cashier's Check	Bid Bond	Bid Bond			
A. Base Bid	\$6,315,250.00	\$7,100,000.00			
B. Contingency Allowance – Five Percent (5%)	\$315,762.00	\$355,000.00			
C. Permit and Impact Fees Allowance	\$20,000.00	\$20,000.00			
D. Total Bid (A+B+C)	\$6,651,012.00	\$7,475,000.00			
Alternates Bid Items					
Alternate 01: Telecommunications cabling, devices and build-out of first and second floor server rooms	+ \$124,800.00 + 30 days	+ \$104,164.00 + 0 days			
Alternate 02: Lightweight insulating concrete roof deck in lieu of vapor barrier, substrate board, tapered rigid insulation and protection board	+ \$47,000.00 + 15 days	+ \$77,886.00 + 0 days			
Alternate 03: Thermoplastic roof in lieu of EPDM	- \$13,000.00 + 0 days	- \$9,629.00 + 0 days			
Unit Prices					
There are no Unit Prices	N/A	N/A			

Certification:

Bids tabulated herein were opened and read aloud on Thursday, June 20, 2019 at 3:00 PM, in the office of Beaufort County Purchasing Office; 106 Industrial Village Road, Building 2, Beaufort, South Carolina 29906. The above Tabulation is true and accurate.

Certified by:  on June 21, 2019

Daniel C. Saltrick, AIA



**SINGLE PRIME CONTRACT
GENERAL CONSTRUCTION
BID PROPOSAL FORM**

**Beaufort County Government Complex
New Office Building**

IFB NUMBER: 052819

For Beaufort County
PREPARED BY:
Beaufort Design Build, LLC
2 Fire Station Lane
Seabrook, South Carolina 29940
843-466-3664

BID DATE: Thursday, June 20, 2019 at 3:00 PM

TO: Beaufort County Purchasing Department
106 Industrial Village Road, Building 2
Beaufort, South Carolina 29906-4291

FROM: Paul S. Akins Company, Inc.
Name of Bidder

The undersigned Bidder hereby declares that his Proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud. It is the Bidder's intention & purpose to enter into a Contract with Beaufort County. The Bidder signifies that his bid is all-inclusive to perform the Work to construct the Beaufort County, **Beaufort County Government Complex, New Office Building** project as illustrated in the Contract Documents prepared by Beaufort Design Build, LLC dated April 15, 2019. The Bidder has carefully examined the Contract Documents and Proposal Form and is familiar with the scope, details, intent, and conditions under which the Work, or any part of it, is to be executed, and the conditions which must be fulfilled in the furnishing and/or erection or construction of any or all items of the Work. The Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Drawings, Project Manual (specifications) and the terms of this Proposal for the amounts listed below.

A. Base Bid:	\$ <u>6,315,250.00</u>
B. Contingency Allowance: (five percent (5%) of Base Bid)	\$ <u>315,762.00</u> (5%)
C. Permit and Impact Fees Allowance: (Tap Fees are included in the Base Bid)	\$ <u>\$20,000.00</u>
D. Total Bid: (A+B+C)	\$ <u>6,651,012.00</u> (Herein referred to as the Total Bid)

ALTERNATES: Should the Alternate be accepted, the amount written below shall be the amount added to the Base Bid. The Bidder shall also indicate the number of days to be added to the construction period. If the Alternate is left blank, then the Alternate would not change the Base Bid if accepted. The Bidder agrees to construct the Alternates as described in the Contract Documents for the following prices:

30 Days
 (circle) Add or Deduct

Add telecommunications cabling, devices and build-out of first and second floor Server Rooms as specified in Addendum #2, Item 1 and Item 2.

15 Days
(circle) Add or Deduct

Provide lightweight insulating concrete roof deck and rigid insulation, as specified in section 03 54 00, LIGHTWEIGHT INSULATING CONCRETE ROOF DECK, in lieu of vapor barrier, substrate board, tapered rigid insulation and protection board specified in section 07 22 00, ROOF AND DECK INSULATION.

0 Days
 (circle) Add or Deduct

Provide a fully adhered thermoplastic membrane roof, as specified in section 07 54 00, FULLY ADHERED THERMOPLASTIC ROOFING, in lieu of an EPDM roof as specified in section 07 53 23, ETHYLENE-PROPOYLENE-DIENE-MONOMER (EPDM) ROOFING.

UNIT PRICES: There are no unit prices.

1. The Owner will coordinate with the local utility company to extend telecom services from the existing telecom vault, located adjacent to the Sheriff's Office Building, to the new third floor Systems Data Center.
2. New open office systems furniture will be provided by the Owner under a separate contract. The contractor for this project is responsible for coordinating with the Owner and the Owner's furniture vendor and installer for installation of such furniture and for provision of electrical power as indicated on the Electrical Drawings and Divisions 26 and 27 of the Project Manual.
3. All low-voltage security system and security camera wiring and devices will be provided by the Owner under a separate contract. The contractor for this project is responsible for coordinating with the Owner and the Owner's vendor and installer and for provision of a complete conduit system and grounding as indicated on the drawings and Division 27 of the Project Manual.
4. Special Inspections, as required by Chapter 17 of the International Building Code, will be contracted for by the Owner, under a separate contract. The contractor for this project is required to coordinate with the Owner, Design Team and Special Inspector with regard to scheduling inspections and provisions of test data and reports specified in Divisions 3, 4 and 5 of the Project Manual.

SUBCONTRACTORS:

The Bidder acknowledges that the following subcontractors will be utilized on this project and that the Bas Bid value indicated above includes the associated costs indicated below. Where work will be performed by the general contractor, indicate "self-performed."

	Company Name	Value (\$0.00)
Soil Improvements	Ellington-Cross	\$49,000.00
Excavation and Grading	Cleland Site Prep	\$42,400.00
Site Utilities	Cleland Site Prep	\$168,995.00
Concrete	Forrest Concrete	\$284,000.00
Structural Steel	Macuch Steel	\$511,250.00
Masonry	Jackson Masonry	\$427,000.00
Storefront/Curtainwall	Blyco of SC	\$560,000.00
Roofing	Southern Roof & Woodcare	\$178,000.00
Doors and Frames	Advanced Door Systems, Inc.	\$43,300.00
Door Hardware	Advanced Door Systems, Inc.	\$31,190.00
Light Gauge Framing	Bay Hill Construction LLC	\$210,605.00
Metal Studs / Gyp Bd	Bay Hill Construction LLC	\$111,000.00
Painting	Bluewater Painting	\$42,250.00
Acoustical Ceilings	Bay Hill Construction LLC	\$74,000.00
Floor Finishes	Plank & Tile	\$91,500.00
Mechanical	Mock Plumbing & Mechanical	\$901,000.00
Electrical	Simoneaux Electric	\$696,000.00
Plumbing	Mock Plumbing & Mechanical	\$260,000.00
Fire Protection	Eagle Fire, Inc.	\$157,000.00

The Bidder further agrees to begin the work promptly upon receipt of a written Notice to Proceed and to pursue the work with an adequate work force to complete the work within **Three Hundred (300) Calendar Days** from the Notice to Proceed. **Five Hundred Dollars (\$500.00)** per calendar day is hereby agreed upon as the Liquidated Damages.

The Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u> Dated <u>05/20/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u>2</u> Dated <u>05/29/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u>3</u> Dated <u>06/03/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u>4</u> Dated <u>06/07/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u> </u> Dated <u> </u>	Addendum No. <u> </u> Dated <u> </u>

The Bidder has enclosed the following with this Proposal:

- 1) X Bid Bond, cashier's check or certified check in the amount of five percent (5%) of the Total Bid (line **D** above).
- 2) N/A Small and Minority Business Self-Performance Affidavit.
- or
- 2) X Small and Minority Business Good Faith Effort Checklist.
- 3) X Exhibit 1 Non-Discrimination Statement.
- 4) X Certificate of Compliance with American with Disabilities Act.
- 5) N/A Local Vendor Preference – Participation Affidavit (if applicable).

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00, IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

PAST PERFORMANCE:

Each bidder shall furnish all information requested below. Bids will be accepted from qualified contractors only.

Number of years in business: 50

List five (5) customer references for whom work on project of similar size, complexity and scope has been successfully completed.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone</u>
<u>Bluffton Township Fire Department</u>	<u>357 Fording Island Road Bluffton, SC 29909 P.O. Box 2406</u>	<u>Chief Paul Boulware</u>	<u>843-342-5729</u>
<u>Georgia Ports Authority</u>	<u>Garden City, GA 31406 571 East Main Street</u>	<u>Ryan Bray</u>	<u>912-856-2995</u>
<u>Trinity Christian School</u>	<u>Statesboro, GA 03458 204 West Railroad Street</u>	<u>John Quattlebaum</u>	<u>912-536-2675</u>
<u>City of Claxton</u>	<u>Claxton, GA 30417 206 Mansfield Street</u>	<u>Terry Branch</u>	<u>912-618-9701</u>
<u>Brunswick Police Dept.</u>	<u>Brunswick, GA 31520</u>	<u>Major Greg Post</u>	<u>912-269-0242</u>

The undersigned certifies that this Bid does not violate any Federal or State Antitrust Laws.


FEDERAL ID or SOCIAL
SECURITY NO. 58-1087737

SC TAX ID NO. 20153875-5

COMPANY: Paul S. Akins Company, Inc.

ADDRESS: 520 Park Avenue (Physical) P.O. Box 941 (Mailing)

Statesboro, GA Statesboro, GA

30458 30459

EMAIL ADDRESS jarroda@akinsco.com

BY: Jarrod Akins

TITLE: Vice President

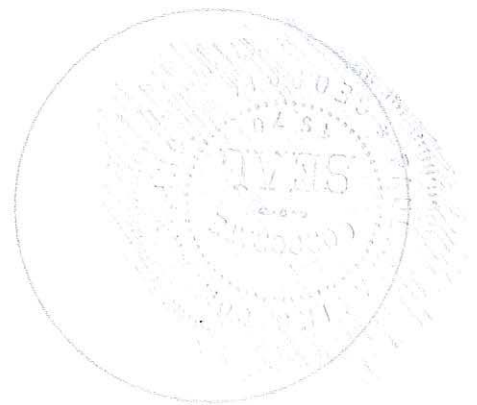
SIGNATURE: 

BID MUST BE SIGNED

TITLE: Vice President

NAME (Print): Jarrod Akins

SC LICENSE NUMBER: G10501



SEAL (if by a corporation)

END OF SINGLE PRIME CONTRACT GENERAL CONSTRUCTION PROPOSAL

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Paul S. Akins Company, Inc.

520 Park Avenue, Statesboro, GA 30458

as Principal, hereinafter called the Principal, and Great American Insurance Company

301 East Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Beaufort County Treasurer

100 Ribaut Road #165, Beaufort, SC 29902

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

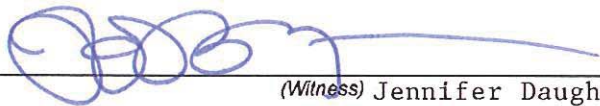
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Beaufort County Government Complex New Office Building; IFB No. 052819

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of May, 2019



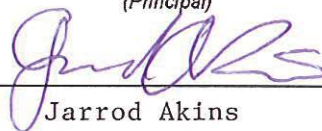
(Witness) Jennifer Daughtry

Paul S. Akins Company, Inc.

(Principal)

(Seal)

By:



Vice President

(Title)

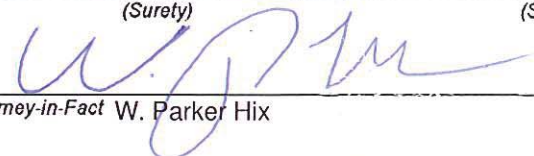
Jarrod Akins

Great American Insurance Company

(Surety)

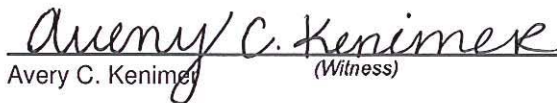
(Seal)

By:



Attorney-in-Fact W. Parker Hix

(Title)



Avery C. Kenimer

(Witness)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Three

No. 0 20829

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
W. PARKER HIX	ALL OF	ALL
DAVID C. EADES	ATLANTA, GEORGIA	\$100,000,000
CARRIE J. KEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of JUNE, 2017.

Attest

GREAT AMERICAN INSURANCE COMPANY



W. Parker Hix
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 1ST day of JUNE, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

28th

day of

May

2019.



W. Parker Hix
Assistant Secretary

Good Faith Efforts Checklist

This form and supporting documents are due with the bid package, if not self-performing 100% of the work.

- ☒ Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip.

The notice should contain the following:

- Bidder's name and contact information
- Project name and number
- Scope of work/bid packages available for subcontracting
- Information on availability of plans and specifications
- Bidder's insurance, bonding, and financial requirements

- ☒ Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. These exhibits are available on the Beaufort County website (www.beaufortcountysc.gov) under the Purchasing Department page.

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Paul S. Akins Company, Inc.

Name of Company

Jarrold Akins

Owner or Authorized Representative Name

Signature

Vice President

Title

06/20/19

Date



Paul S. Akins Company, Inc.
Mailing: PO Box 941 (30459)
520 Park Avenue, Statesboro, GA 30458
P: 912-764-6925 | Fax: 912-764-5677
www.AkinsCo.com

May 14, 2019

To: SMBE Subcontractors and Suppliers

Re: **BID INVITATION**

Project: **IFB #052819 – Beaufort County Government Complex New Office Building**

Bids Due: **May 28th, 2019 NO LATER THAN 1:00 PM** (our pricing is due to the Owner by 3pm)

If you have SC License number please include it with bid. Also, please indicate your SMBE ownership status on your quote on bid day.

Paul S. Akins Company, Inc. is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for the above referenced project.

The Project includes construction of a 23,244 square foot, three-story office building for Beaufort County. When complete, the building will house the Magistrates Court on the first floor, Tax Assessors Office on the second floor and IT and GIS offices on the third floor. The Project includes earthquake drain ground improvement, reinforced slab-on-grade, a structural steel frame and light-weight concrete composite floor slabs. The building envelope includes brick veneer, glazed aluminum curtain wall and aluminum storefront. Interior walls are gypsum board on metal studs with solid core wood doors in hollow metal frames. Interior finishes include ceramic tile, resilient tile, suspended acoustical tile ceilings and paint. The building is fully fire sprinklered and includes a clean agent system in the third-floor Systems Data Center. Mechanical work includes three (3) packaged rooftop units with direct expansion coils and VAV terminal boxes and hydronic heat utilizing gas fired boilers. Plumbing includes water and waste piping and fixtures for restrooms and breakrooms. Electrical work includes 480/277V service, branch wiring, LED light fixtures and an emergency generator.

We have opportunities for subcontracting on this project as follows:

Construction Cleanup	Doors/Windows/Frames/Hardware/Automatic Door Operators
Demolition	Entrances & Storefronts & Glazing
Sitework Site Preparation/Earthwork/etc.	Gypsum Board Assemblies/Acoustical Ceilings/
Paving/Asphalt/Concrete	Interior & Exterior Painting
Cast-In-Place Concrete	Flooring & Accessories/Carpet/Tiling/Resilient Flooring
Unit Masonry	Directories/Signage/Corner Guards/Fire Ext. Cabinets
Structural Steel/Misc.Steel	Toilet & Bath Accessories
Cold-Formed Metal Framing	Electric Traction Elevators
Steel Joist Framing	Mechanical HVAC
Steel Deck	Mechanical Plumbing
Rough & Misc. Carpentry	Fire Sprinkler Systems
Casework/Cabinetry	Electrical and Fire Alarm; Lightning Protection
Thermal & Moisture Protection	Earthquake Drains
Roofing/Roof Accessories/Roof Panels	Site Improvements/Landscaping/Grassing/Erosion Control

Plans and specifications are available for review at our office or can be viewed online via iSqFt. Please notify us at lydiar@akinsco.com of your interest in bidding and scope of work and we will also email you a bid invitation via iSqFt that includes a link to download plans and specifications.

It is the policy of Paul S. Akins Company, Inc. that prospective subcontractors provide three (3) credit references and three (3) performance references. Subcontractors must provide certificates of insurance for their general liability and workers compensation Insurance and maintain said insurance throughout the project. Depending on the magnitude of the subcontract performance and payment bonds may be required..

Sincerely,

Lydia Riner, Assistant Project Manager

Jacob Schofill

From: Jacob Schofill
Sent: Tuesday, May 14, 2019 4:58 PM
To: Lydia Riner
Subject: SMBE Bid Invitation Letter for: IFB #052819 - Beaufort County Government Complex New Office Building
Attachments: SMBE Sub-Supplier BID INVITE LETTER - Beaufort Government Complex New Office Building.pdf

Tracking:	Recipient	Delivery	Read
	Lydia Riner	Delivered: 5/14/2019 4:58 PM	Read: 5/15/2019 3:48 PM
	admin@allin1yardcare.com		
	rebekah.disser@brickmangroup.com		
	mcollins@usmcsav.com		
	garden_medic@yahoo.com		
	laurentrenee@hotmail.com		
	nick@hiltonheadlandscapes.com		
	bwiens@johndeerelandscapes.com		
	j.colman@lawnsolutions.us		
	classicgardens@embarqmail.com		
	sales@martinlandscapellc.com		
	plantingroots_hydroseeding@yahoo.com		
	henrysturfrx@gmail.com		
	creativecabinet@aol.com		
	dsmith@agmimports.net		
	david.runyon@essroc.com		
	atlasphalt@embarqmail.com		
	kcompany@hargray.com		
	butch@armorbuildingsolutions.com		
	maremailmmm@yahoo.com		
	brownsdrywall@hotmail.com		
	qdrinc@gmail.com		
	abbaconst@embarqmail.com		
	jkedwards@apac.com		
	wblankenship@centurylink.net		
	dupriestcons@earthlink.net		
	jsconstruction@hargray.com		
	lcrconst@hargray.com		
	dickstansell@gmail.com		
	alleneleandair@hotmail.com		
	steve.beaconelectrical@gmail.com		
	sreid@boltelectricinc.com		
	collinscleveland@yahoo.com		

Recipient	Delivery	Read
eagleelectric@live.com		
heritageelectric@ownermanagementgrou		
bill@powell-elec.com		
randy@mayelectric.com		
seinc8@aol.com		
steve@seaislandelevator.com		
jut@hargray.com		
toni@turnerelectrical.net		
aqsinc@live.com		
bvance.sacsinc@hargray.com		
classicfence@hargray.com		
jgray@graybarfence.com		
leonsfence_guardrail@charter.net		
qualityfenceinc@yahoo.com		
vtgreco@embarqmail.com		
creative@islc.net		
floorfashion1@hargray.com		
headlandstile@gmail.com		
leescarpet@hargray.com		
signaturetile@embarqmail.com		
john@southerncarpet.net		
squarebizdesigns@yahoo.com		
cldelaney@islc.net		
steve@gwcmoves.com		
cleveland@hargray.com		
airworks@live.com		
preferredaire@hargray.com		
premierelectric@hargray.com		
kathy@southernasphaltmaintenance.com		
coliver1961@me.com		
modyson29906@hotmail.com		
pinckneywell@embarqmail.com		

TO ALL:

Please see the attached Bid Invitation Letter for the above referenced project.

Akins Company invites and strongly encourages all qualified Local, Small and Minority Business Enterprise companies to submit a bid on this project.

Thanks,

Jacob Schofill

Assistant Project Manager/Estimator

Paul S. Akins Company, Inc.

www.akinsco.com

o: (912) 764-6925 f: (912) 764-5677



Lydia Riner

From: Lydia Riner
Sent: Wednesday, May 15, 2019 4:08 PM
To: antwan@aalinestriping.com; mbusoloaae@gmail.com; bpheatingandair@gmail.com; christianheatcool@hotmail.com; rwall@envirosmart.us; eswain44@gmail.com; darwingoff28@gmail.com; Jerrod Corbett; landrumtree@hotmail.com; lowcountrysodpros@gmail.com; sjoyner106@gmail.com; tyranika.abrams@mrbprofessionalcleaning.com; info@m-i-w.com; admin@murrayconstructioncleaning.com; thespot1320@gmail.com; info@signarama-summervillesc.com; trobsingleton@yahoo.com; sepipeds@gmail.com; steve@universalseal.net; dexternwilson9@aol.com; swellclub2@carolina.rr.com; torr@asphaltprotector.com; carolynmiller@acsystem.us; angela@securitybyavs.com; baileyscleaningllc843@gmail.com; kenley5@gmail.com; asmith@coastalcanvas.net; wingram@envirosmart.us; matt.harris@fastsigns.com; Randy Dukes; mpuckett@latherconstruction.com; carlenebyson8@gmail.com; trevor@tkodemolition.com; transformfloorcare@gmail.com
Subject: Bid Invitation Letter for: IFB #052819 - Beaufort County Government Complex New Office Building
Attachments: SMBE Sub-Supplier BID INVITE LETTER - Beaufort Government Complex New Office Building.pdf
Importance: High

TO ALL:

Paul S. Akins Company, Inc. is a General Contractor planning to bid the Beaufort County Government Complex New Office Building on May 28th, 2019.

Akins Company invites and strongly encourages all qualified Local, Small and Minority Business Enterprise companies to submit a bid on this project.

Attached you will a Bid Invitation Letter for this project with information regarding the scope of work, bidding opportunities and how to obtain additional project information.

We thank you in advance and look forward to hearing from your company soon.

Thanks,

Jacob Schofill

Assistant Project Manager/Estimator

Paul S. Akins Company, Inc.

www.akinsco.com

o: (912) 764-6925 f: (912) 764-5677



Exhibit 1
Non-Discrimination Statement

This form is due with the bid package.

The bidder certifies the following:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, age, sex/gender, disability, religion, language, or income in connection with any bid submitted to Beaufort County or the performance of any contract resulting thereof;
- That it is and shall be the policy of the bidder to provide equal opportunity to all businesses or persons seeking to contract or otherwise interested in contracting with the bidder for Beaufort County contracts, including those businesses owned and controlled by socio-economic and racial minorities;
- In connection herewith, we acknowledge and warrant that this bidder has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this bidder;
- That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and included by reference into any contract or portion thereof which this bidder may hereafter obtain and;
- That the failure of this bidder to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable right and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Paul S. Akins Company, Inc.

Owner or Authorized Representative Name

Jarrold Akins

Signature of Owner or Authorized Representative



Title

Vice President

Date

06/20/19

Paul S. Akins Company, Inc.

IFB #052819

June 20th, 2019

Beaufort County Government Complex New Office Building

LIST INFORMATION FOR THE SMBs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION IN THE REFERENCED PROJECT:

[illegible]

The undersigned confirms contacting the above listed SMBs regarding subcontracting and/or purchase opportunities for the referenced contract.

Vice President

6/20/2019

MINORITY DISADVANTAGED SMALL BUSINESS ENTERPRISE BID INVITATION LOG

sent via isqft by Paul S. Akins Company, Inc. for IFB#052819, Beaufort County Government Complex New Office Building

Date Sent	Sent To	Company Name	Minority and Disadvantaged Affiliations	Email	Fax	Sent Via	Sent Status
5/8/19	Chad Dunham	3-Way Electric, LLC.	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE)	3waychaddunham@hargray.com		Email	Sent
5/8/19	Michael Crowe	A & R IRONWORKS LLC	Federal SDVOSB - Service Disabled Veteran Owned Business,Federal VOSB - Veteran Owned Small Business	mjcrowe@arwelding.net		Email	Sent
5/8/19	Gregory Hale	A T S, Acoustical Thermal Spray Inc	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,VA - State of Virginia, SWaM - (S)	greg.hale@atspray.com		Email	Sent
5/8/19	Tim Hamilton	A-1 Glass & Aluminum	Federal MBE Native American - National Minority Supplier Development Council	a1glassth@yahoo.com		Email	Sent
5/8/19	Terry Buckner	Abuck Building Systems Inc.	Federal SDB - Small Disadvantaged Business	tbuck9305@gmail.com		Online Only (F	Sent
5/8/19	Jarvan Piper Sr	Acadian Steel Inc.	Federal MBE Black - National Minority Supplier Development Council,Federal SDB - Small Disadvantaged Business	estimating@acadiansteel.com		Email	Sent
5/8/19	Dave Bailey	Advanced Roofing	Federal WOSB - Women-Owned Small Business	dave@advancedroofingandexteriors.com		Email	Sent
5/8/19	Lynn Sutton	Advantage Building Contractors, Inc.	Federal 8(a) SDB, SDVOSB - Service Disabled Veteran Owned Business, WOSB - Women-Owned Small Business,MBE		6785471720	Fax	Failed
5/8/19	Ken West	AFM Construction, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	kwest@afmatl.com		Email	Sent
5/8/19	Korey Stripling	Air Quality Systems	Federal SDB - Small Disadvantaged Business		7704460783	Fax	Sent
5/8/19	Stan Odle	AllSource Construction Specialties	MBE - Other (Legacy)	sodle@allsourcespecialties.com		Email	Sent
5/8/19	Ariel Carter	Allstate Steel Co., Inc.	Federal SBE, Federal SDB - Small Disadvantaged Business,Federal WOSB	arcarter@allstatesteel.com		Email	Sent
5/8/19	Dale Haygood	ALP Systems Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	dale@alpsystemsinc.com		Email	Sent
5/8/19	Dustin McCain	Alpha-Omega Construction Group of Raleigh, Inc.	Federal WOSB - Women-Owned Small Business,Federal MBE Hispanic - National Minority Supplier Development Council	mccain@alpha-omegainc.com		Online Only (F	Sent
5/8/19	Rose Dempsey	American Clearing Inc	Federal WOSB, Federal MBE Black - National Minority Supplier Development Council,GA DOT / UCP,GA-City of Sav (MWBE)	americanhauling@msn.com		Email	Sent
5/8/19		American Deep Foundation and Shoring	Federal SDB - Small Disadvantaged Business		7707257915	Fax	Sent
5/8/19	Mike Hawley	American Deep Foundation, Inc	Federal SB - Small Business Enterprise	m.hawley@americandeepfoundation.com		Email	Sent
5/8/19	Estimating Department	American Direct Co.	Federal SDB - Small Disadvantaged Business	adpplans@americandirectco.com		Email	Sent
5/8/19	Alan Kantor	American Direct Co.	Federal SDB - Small Disadvantaged Business	alank@americandirectco.com		Email	Sent
5/8/19	American Door Estimati	American Door & Hardware, Inc.	Federal SDB - Small Disadvantaged Business		6787148900	Fax	Failed
5/8/19	Sammy Merchant	American Glass & Mirror Co., Inc.	Federal SDB - Small Disadvantaged Business	smerchant@aglassmirror.com		Email	Sent
5/8/19	Kim Lamb	American Shoring, Inc.	Federal SDB,Federal WOSB,GA DOT / UCP,SC - South Carolina DOT (DBE) / UCP (DBE)	info@americanshoringinc.com		Email	Sent
5/8/19	Lori Sise	American Steel Contractors L.L.C.	Federal SBE,Federal SDB, Federal WOSB,MBE - Other (Legacy)	sise8521@bellsouth.net		Email	Sent
5/8/19	Joy Kay	AOA Signs, Inc.	Federal HUBZone,Federal WOSB,Federal SDBs,Federal SBE	john@aoasigns.com		Online Only (F	Sent
5/8/19	Scott Miller	Architectural Louvers	Federal SB - Small Business Enterprise	smiller@archlouvers.com		Email	Sent
5/8/19	LingYi McGahee	Architectural Products Specialist, Inc.	Federal SDB, Federal WOSB, MBE - Other (Legacy),GA DOT / UCP	randy@aps1994.com		Online Only (F	Sent
5/8/19	Mary-Ellen Goforth	Arrow Exterminators, Inc.	Federal WOSB - Women-Owned Small Business,Federal HUBZone	megoforth@arrow-exterminators.com		Email	Sent
5/8/19	Tyrone Atkinson	ATK Paving Inc	MBE - Other (Legacy),GA - City of Savannah (MWBE)	groundworkscontracting@gmail.com		Email	Sent
5/8/19	Joe Colman	Atlanta Casework Systems, Inc.	Federal SDB - Small Disadvantaged Business	joe.colman@atlcasework.com		Online Only (F	Sent
5/8/19	Jen Peters	Atlanta Fixture & Sales	Federal SDB - Small Disadvantaged Business	petersj@don.com		Email	Sent
5/8/19	Ian Hamilton	Atlanta Metal Systems	Federal SDB - Small Disadvantaged Business	ianthetinman@msn.com		Email	Sent
5/8/19	Wayne Poynter	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	wpoynter@amc-corp.us		Email	Sent
5/8/19	James Padgett	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA DOT /UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jpadgett@amc-corp.us		Email	Sent
5/8/19	Heather Vinas	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)		9123301179	Fax	Sent
5/8/19	Donna Davenport	ATS Drilling Inc	MBE - Other (Legacy)	donnad@atsdrilling.com		Email	Sent
5/8/19	Darryll Parsons	Automated Doorways	Federal SDB - Small Disadvantaged Business	dparsons@automateddoorways.com		Email	Sent
5/8/19	Scott Bennings Sr	B&B Services	Federal 8(a),Federal HUBZone,Federal SDB,Federal WOSB,MBE - Other (Legacy)	bbservices.electrical@gmail.com		Email	Sent
5/8/19	Mark Posey	Bar Bender Steel Inc.	Federal SDB - Small Disadvantaged Business	barbendersteel@bellsouth.net		Email	Sent
5/8/19	Mandy Walker	BCI Insulation, Inc.	Federal SDB - Small Disadvantaged Business	mandy@bciinsulation.com		Email	Sent
5/8/19	Terry Becker	Becker Survey Company	Federal SDB - Small Disadvantaged Business,Federal SDVOSB - Service Disabled Veteran Owned Business,Federal VOSB	terry@beckersurvey.com		Email	Sent
5/8/19	Rayford Bell	Bell Electric & Construction Company	Federal HUD - Section 3 Business Registry	bellelectricandconstructionco@yahoo.com		Email	Sent
5/8/19	Frank Loth	BESCO Electrical	Federal MBE Hispanic - National Minority Supplier Development Council,Federal WOSB	f.loth@bescoelectrical.com		Email	Sent
5/8/19	David Behling	Best Plumbing - Lowcountry Kitchen & Bath	Federal WOSB - Women-Owned Small Business	david@lowcountrykb.com		Email	Sent
5/8/19	Susan Ovens	Big Sky Construction Services, Inc	Federal WOSB - Women-Owned Small Business	susan.ovens@bigskyatl.com		Email	Sent
5/8/19	Ben edmunds	BLANKENSHIP ASSOCIATES, INC.	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business,Federal SBE	bwedmunds@aol.com		Email	Sent
5/8/19	Estimating Dept.	Boaen Mechanical	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	estimating@boenmechanical.com		Online Only (F	Sent
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5/8/19	Steve Pollard	Boaen Mechanical	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	stevep@boaenmechanical.com		Email	Sent
5/8/19	Bob Matheny	BOB'S Landscape & Irrigation Services	Federal SDB & MBE Black-National Minority Supplier DEV. Council,SC - DOT (DBE) / SC UCP (DBE),SC - Charleston Co.(SBE)	bob@bobslandscapeandirrigation.com		Email	Sent
5/8/19	Mitchell Sailors	Bone Dry Roofing	SC - Charleston County (SBE)	msailors@bonedryroofing.net		Online Only	Sent

5/8/19	Eric Bray	Bone Dry Roofing	SC - Charleston County (SBE)	ebray@bonedryroofing.net		Email	Sent
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5/8/19	Doug Mauk	Builders Steel Supply	Federal SDB - Small Disadvantaged Business	dmauk@bsteelinc.com		Email	Sent
5/8/19	Kristie Collins	Bullzeye Equipment & Supply	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)(SBE)	kcollins@bullzeyeequipment.com		Email	Sent
5/8/19	Tom Cavanagh	Busker Communications	Federal SDB - Small Disadvantaged Business	tcavanagh@buskercom.com		Email	Sent
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5/8/19	Elbert Cannon	C & C Mechanical	Federal SDB - Small Disadvantaged Business	ecannon1@windstream.net		Email	Sent
5/8/19	Barbara Davis	C.H. Briggs Co	Federal WOSB - Women-Owned Small Business	bdavis@chbriggs.com		Email	Sent
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5/8/19	James Poe	Carolina Environmental Contracting, Inc.	Federal WOSB - Women-Owned Small Business	j.poe@carolinaenvironmentalcontracting.com		Email	Sent
5/8/19	Carri Perkins	Carolina Guardrail,LLC	Federal SDB,SC - South Carolina DOT (DBE)(SBE) / South Carolina UCP (DBE)(SBE)	carri@carolinaguardrail.com		Email	Sent
5/8/19	Shem Jordan	Carolina Wrecking, Inc.	SC - City of Columbia (LBE)	sjordan@carolinawrecking.com		Email	Sent
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5/8/19	Manuel Quilli	Central Florida Construction Walls, Inc.	Federal MBE Hispanic - National Minority Supplier Development Council,Federal WOSB ,Federal SBE	cflconst@gmail.com		Email	Sent
5/8/19	Antoine Wiley	Certified Roofing & Gutters	Federal SDVOSB - Service Disabled Veteran Owned Business,SBE - DBE,MBE - Black	antoine_wiley@yahoo.com		Email	Sent
5/8/19	Robert Chaplin	Chaplin and Sons Clearing and Demolition	Federal WOSB - Women-Owned Small Business	chaplinandsons@aol.com		Email	Sent
5/8/19	Kim Mull	Charles Hill Electrical Contracting, Inc	Federal SBE - (DBE) - Legacy iSqFt value,Federal WOSB - Women-Owned Small Business	chillelectric@windstream.net		Email	Sent
5/8/19	Billy Lewis	Charles Lane Construction	Federal WOSB - Women-Owned Small Business	blewis4410@aol.com		Email	Sent
5/8/19	Toby Montgomery	Charleston Concrete Design	SC - Charleston County (SBE)	tobyconcrete@yahoo.com		Email	Sent
5/8/19	Chad Nobles	Cherokee, Inc.	SC - City of Columbia (LBE)	cnobles@cherokee-sc.com		Email	Sent
5/8/19	James Ogden	Cheyenne Steel Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	jnoiv@bellsouth.net		Email	Sent
5/8/19	Roy Shanklin	Chrisellie Corp.	Federal SDB - Small Disadvantaged Business	superiorsm@att.net		Email	Sent
5/8/19	Dan Nuetzel	City Wide Insulation	Federal SDB - Small Disadvantaged Business	dnuetzel2@att.net		Email	Sent
5/8/19	Frank Trent	Clifton Construction Inc	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	franktrent@cliftonconstruction.com		Email	Sent
5/8/19	CRAIG CARPENTER	Clifton Construction Inc	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	clifconcbc@aol.com		Email	Sent
5/8/19	Mike Carros	CMC Carros Metal Concepts Inc	Federal SDB - Small Disadvantaged Business	mike@carrosmetal.com		Email	Sent
5/8/19	Robert McWilliams	Columbia Cooling & Heating Co., Inc.	Federal SB - Small Business Enterprise,SC - City of Columbia (LBE)	rmcwilliams@columbiacooling.com		Email	Sent
5/8/19	Kumar Kapersaud	Communication Access Service, Inc.	Federal MBE Asian-Pacific - National Minority Supplier Development Council	kumar@casi1.com		Online Only (F	Sent
5/8/19	Dawn Ingram	Control Concepts	Federal SDB - Small Disadvantaged Business	dingram@intreo.com		Email	Sent
5/8/19	Ed Reamer	Control Management	Federal SDVOSB - Service Disabled Veteran Owned Business	edr@controlmanagement.com		Email	Sent
5/8/19	Emory Kimrey	Cooper Electrical Construction	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB	emory.kimrey@coopereic.com		Email	Sent
5/8/19	Tricia Shingler	Copeland Commercial Drywall LLC	Federal WOSB - Women-Owned Small Business	tricia@copelanddrywall.com		Online Only (F	Sent
5/8/19	Tony Nelson	Corporate Environments of Georgia, Inc.	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business		4046794341	Fax	Failed
5/8/19	John McVeigh	CR Hipp Construction Inc	SC - State of South Carolina, SMBCC (MBE)	john.mcveigh@crhippconstruction.com		Email	Sent
5/8/19	Kevin Monk	Custom Controls Unlimited, Inc.	Federal WOSB - Women-Owned Small Business	kevin.monk@ccuinc.com		Email	Sent
5/8/19	Hamp Covington	Cyclone Land Development Co.	Federal SDB - Small Disadvantaged Business	hamp@cycloneland.com		Email	Sent
5/8/19	Donna Crumpton	D & T Steel	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	sam@dtsteelinc.com		Email	Sent
5/8/19	Dustin Sutton	DCS Electrical Services	SC Mechanical Certificate,USA Navy	suttondu@yahoo.com		Email	Sent
5/8/19	David Shoemaker	Diversified Construction Specialties, LLC	Federal WOSB - Women-Owned Small Business	davidcshoemaker@gmail.com		Email	Sent
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5/8/19	Christie Dougherty	Dixie Contract Carpet	Federal SDVOSB, SDB, VOSC, SBE	cdougherty@dixiecc.com		Email	Sent
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5/8/19	Chris Rhyne	E. Luke Greene Co., Inc.	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	rhino@elukegreene.com		Email	Sent
5/8/19	Jason Goff	East Coast Construction Services, LLC	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	jasongoff@me.com		Online Only (F	Sent
5/8/19	Derrick Sanders	East Coast Drainage Systems	Federal HUBZone, WOSB	derrick@eastcoastdrainagesystems.com		Email	Sent
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5/8/19	Craig Nelson	EGM Services, Inc.	Federal MBE Black - National Minority Supplier Development Council	craig.nelson@egmatlanta.com		Email	Sent
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5/8/19	Garret Stabler	Evergreen Medical Services, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	garret.stabler@evergreenmedical.com		Email	Sent
5/8/19	Clarence Booker	Extract Commercial Flooring	Federal VOSB - Veteran Owned Small Business,Federal SDB - Small Disadvantaged Business	extractcommercialflooring@yahoo.com		Email	Sent
5/8/19	charlie allsopp	first petroleum services	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	callsopp@firstpetroleumservices.com		Email	Sent

5/8/19	Anita Brack	FloorChem Inc.	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	floorchem@aol.com		Email	Sent
5/8/19	Ashley Lopez	Florida Contract Automated Shading (FCAS)	Federal WOSB - Women-Owned Small Business	floridacontractestimating@gmail.com		Online Only (C	Sent
5/8/19	Sammy Johnson	Formco, Inc.	Federal WOSB - Women-Owned Small Business,Federal SDB	formco@frontier.com		Email	Sent
5/8/19	Hassan Hammoud	Four Seasons Air Systems, Inc.	Federal WOSB - Women-Owned Small Business	estimating@fourseasonsas.com		Email	Sent
5/8/19	Johnny Berdeau	Fowler Electrical Contractors Inc.	Federal WOSB - Women-Owned Small Business	johnberdeau@ncrrbiz.com		Online Only (C	Sent
5/8/19	Rod Powell	Frazier Service Company, Inc.	Federal SDVOSB - Service Disabled Veteran Owned Business	rpowell@frazierservicecompany.com		Email	Sent
5/8/19	Jim Freeman	Freeman Landscape, Inc.	Federal SDB, WOSB	jim@freemanlandscape.com		Email	Sent
5/8/19	Craig White	GC&E Systems Group	Federal SDVOSB,Federal SDB,Federal VOSB	craig_white@georgiacable.com		Email	Sent
5/8/19	Diane Mitchell	Gira Steel	Federal SDB, HUBZone, WOSB, MBE Asian-Indian SB,SC - South Carolina DOT (DBE) / SC UCP (DBE),SC - City of Columbia (LBE)	diane@girasteel.com		Email	Sent
5/8/19	Pedro Giralt	Giralt Enterprises, Inc.	Federal SDVOSB, VOSB, SDB, MBE HISPANIC	gei2@earthlink.net		Email	Sent
5/8/19	Travis Collins	Glasstec	SC - State of South Carolina, SMBCC (MBE),SC - Charleston County (SBE)	tdcollins@sccoast.net		Email	Sent
5/8/19	Allen Varner	Gleaton Floor Covering	Federal SDVOSB - Service Disabled Veteran Owned Business	gleatonfloor@sc.rr.com		Email	Sent
5/8/19	paul golden	golden & golden inc	Federal HUD - Section 3 Business Registry	pgolden26@yahoo.com		Email	Sent
5/8/19	Daniel Dippel	Gregory Electric Company, Inc	SC - City of Columbia (LBE)	ddippel@gregoryelectric.com		Online Only	Sent
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5/8/19	Nichole Pellegrini	Helms Exteriors Inc.	Federal SDB - Small Disadvantaged Business	helmsstucc@aol.com		Email	Sent
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5/8/19	Otis Sams	ICN (Integrated Communication Networks)	SBE - Disadvantaged Business Enterprise (DBE)	osams@icnpros.com		Email	Sent
5/8/19	Joanne Grant	Industrial Flooring Specialists	Federal WOSB - Women-Owned Small Business	epoxy@floorcure.com		Email	Sent
5/8/19	Stan Rudd	Intercoastal Marine	Federal SB - Small Business Enterprise,NC - North Carolina DOT (SBE)	stan@imofnc.com		Email	Sent
5/8/19	Robyn Hays	iSqFt	Federal WOSB - Women-Owned Small Business		8645944084	Fax	Failed
5/8/19	Bill Matheson	J T Yates Electric Service Inc.	Federal HUBZone - HUB Zone Certification	estimator@jtyateselectric.com		Email	Sent
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5/8/19		Jones Glass, Inc.	Federal WOSB - Women-Owned Small Business	jgi@jonesglassinc.com		Email	Sent
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5/8/19	Danny Dew	Lexington Landscape & Nursery, LLC	Federal SDVOSB - Service Disabled Veteran Owned Business,Federal SDB,Federal SB,Federal VOSB	dannydew1@aol.com		Email	Sent
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5/8/19	Herman Middleton III	Middleton's Painting Next Generation	Federal MBE Black - National Minority Supplier Development Council,SC - State of South Carolina, SMBCC (MBE)	mpng2014@gmail.com		Email	Sent
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5/8/19	Shane Bowers	O'CAIN CONSTRUCTION COMPANY, INC.	Federal HUBZone - HUB Zone Certification	shane@ocainconstruction.com		Email	Sent

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5/8/19	Phillip Lanier	P and TL Inc. - Erosion Control	Federal SDB - Small Disadvantaged Business,Federal SB - Small Business Enterprise,NC - City of Charlotte (SBE)	pandtl1@gmail.com		Email	Sent
5/8/19	Greg Dills	PAGE Power Systems, Inc.	Federal HUBZone - HUB Zone Certification,NC - City of Charlotte (SBE)	greg@pagepowersystems.com		Email	Sent
5/8/19	Thomas Hendricks	Palmetto Gunitite Construction Co., Inc.	SC - Charleston County (SBE)	tommypalmettogunitite@gmail.com		Online Only	Sent
5/8/19	Lisa Hamilton	Palmetto Metal Products, Inc.	SC - Charleston County (SBE)	lhamilton@palmettometalproducts.com		Email	Sent
5/8/19	Willie Patterson	PatCon Industries	SC - State of South Carolina, SMBCC (MBE),SC - City of Columbia (LBE)	patconindustries@gmail.com		Email	Sent
5/8/19	Rob Stewart	Penco Electrical Contractors, Inc.	Federal WOSB - Women-Owned Small Business,GA - Georgia DOT / Georgia State UCP	rstewart@pencoelectric.com		Online Only (C	Sent
5/8/19	Jonathon Slate	Polished Maintenance	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB	jonathon@polishedmaintenance.com		Email	Sent
5/8/19	Hiram McGee	Precision Fire Solutions LLC.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	bmcgee@precisionfiresolutions.com		Email	Sent
5/8/19	Kelly McKay	Precision Fire Systems	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE),SC - Charleston County (SBE)	kelly@precisionfiresys.com		Email	Sent
5/8/19	Josh Amon	Preferred Sources, Inc	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	joshamon@preferredsources.com		Online Only (F	Sent
5/8/19	kimberly blouin	Premiere Communications	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	k.blouin@premiere-inc.com		Email	Sent
5/8/19	Willie Goad	Preston Geotechnical Consultants, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	wgoad@prestongeo.com		Email	Sent
5/8/19	willie goad	Preston Geotechnical Consultants, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	wgoad@prestongeo.com		Email	Sent
5/8/19	Jeff Sutton	Proven Products, Inc.	Federal SB - Small Business Enterprise	info@provenproductsinc.com		Email	Sent
5/8/19	Jessie Pruet	Pruett Air Conditioning Co.	Federal HUBZone - HUB Zone Certification	pac@pruettac.com		Online Only (F	Sent
5/8/19	Susie Jones	Purpose Driven Seeding & Mulching Inc.	MBE - Native American - Legacy iSqFt value	purpose.driven06@yahoo.com		Email	Sent
5/8/19	Lynn Andresen	Queen City Waterproofing	SC - Charleston County (SBE)	queencitywaterproofing@yahoo.com		Email	Sent
5/8/19	Leroy Raymond	Raymond Electrical	Federal 8(a) - Section 8(a) Certified	jlraymon@bulloch.net		Email	Sent
5/8/19	Tim Potter	Reserve Electrical Services	Federal SDVOSB,SC - Charleston County (SBE),Federal VOSB - Veteran Owned Small Business	tpotter@reserveelectricalservices.com		Email	Sent
5/8/19	Scott Simmons	RICHARDSON CONSTRUCTION	SC - City of Columbia (LBE)	estimator@richdirt.com		Email	Sent
5/8/19	Kealon Nix	S&L Integrated Systems	Federal SB - Small Business Enterprise,Federal HUBZone - HUB Zone Certification	kealonn@slintegrated.com		Email	Sent
5/8/19	Blake Vaughn	Savannah Construction and Preservation	Federal WOSB - Women-Owned Small Business,GA - Georgia DOT / Georgia State UCP	blake@savannah-construction.com		Email	Sent
5/8/19	Anne Forrest	Seacoast Supply	Federal WOSB ,South Carolina Dept. of Transportation, GA DOT / GA UCP,SC DOT (DBE) / SC UCP (DBE),SC - Charleston County (SBE)	aforrest@seacoastsupplysc.com		Email	Sent
5/8/19	Eddie James	Seed Slingers	SC - Charleston County (SBE)	eddie@seedslingers.com		Email	Sent
5/8/19	Kristi Clevenger	Seismic Control & Isolation, Inc.	Federal WOSB - Women-Owned Small Business,NC - City of Charlotte (SBE) ,NC - North Carolina HUB (SWUC) - WBE	kristi@seismiccontrol.com		Email	Sent
5/8/19	Aaron Murray	Service Lock and Door LLC	Federal SBE, Federal SDB,Federal SDVOSB,Federal VOSB		4072861114	Fax	Failed
5/8/19	Kraig Brugger	SHEALY ELECTRICAL WHOLESALERS, a division of Bord	Federal SB - Small Business Enterprise	kbrugger@borderstates.com		Email	Sent
5/8/19	Keith Seal	Siboney Contracting Co	Federal MBE Hispanic - National Minority Supplier Development Council		5616307330	Fax	Failed
5/8/19	Mike Doss	Simco Interiors, Inc	Federal WOSB - Women-Owned Small Business	mdoss@simcointeriors.com		Email	Sent
5/8/19	David McGhee	Sitec LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	david.sitec@comcast.net		Email	Sent
5/8/19	Fred Hill	South Fulton Landscape & Nursery	MBE - Black - Legacy iSqFt value,GA - City of Atlanta (AABE),GA - City of Atlanta (SBE)	sfnursery@bellsouth.net		Email	Sent
5/8/19	John A. Dou	Southern Paint & Waterproofing Co., Inc.	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	john@spwcinc.com		Email	Sent
5/8/19	Dara Threatt	Southern Woodwork, LLC	Federal SDB - Small Disadvantaged Business	dara@southernwoodworkllc.com		Email	Sent
5/8/19	Anthony Sinkler	Southern Woodwork, LLC	Federal SDB - Small Disadvantaged Business	anthony@southernwoodworkllc.com		Email	Sent
5/8/19	Rodney Sterling	Spectra Contract Flooring	Federal HUBZone - HUB Zone Certification	rodney.sterling@spectracf.com		Email	Sent
5/8/19	Laurie Pearsey	Staff Authority LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	lpearsey@staffauthority.com		Email	Sent
5/8/19	Rebecca Gernetzke	Statiflo Corp	Federal 8(a), HUBZone, MBE Asian-Indian - NMSDC, Federal MBE Black, SDVOSB ,Federal VOSB,Federal WOSB	rebeccagernetzke@statiflocorp.com		Email	Sent
5/8/19	Leslie Shinn	Steel Erectors Inc	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE)	leslie@steelerectorsinc.com		Email	Sent
5/8/19	Michael Parnell	Structural Steel of Carolina	Federal WOSB - Women-Owned Small Business,MBE - Other (Legacy),NC - North Carolina HUB (SWUC) - WBE	tingold@steelofcarolina.com		Email	Sent
5/8/19	David Madden	Superior Water Services, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal SDVOSB, Federal VOSB	dmadden@superiorwatr.com		Email	Sent
5/8/19	Ben Sayre	TerraFirm Construction Company, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	bsayre@terrafirmconstruction.com		Email	Sent
5/8/19	Colby Hardison	The Albritton Company, Inc	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	estimator@albrittoncompany.com		Email	Sent
5/8/19	Steve Cross	Tobin Construction, LLC	Federal WOSB - Women-Owned Small Business,MBE - Other (Legacy)	steve@tobinconstruction.us		Email	Sent
5/8/19	Kim Howell	Valdosta Mechanical Co., Inc.	Federal 8(a) - Section 8(a) Certified	kim@valdostamechanical.net		Online Only (C	Sent
5/8/19	KAREN SMITH	W. P. Law, Inc.	SC - City of Columbia (LBE)	karen@wplawinc.com		Online Only	Sent
5/8/19	Frank Warner	Warner Construction Services	Federal SDB - Small Disadvantaged Business,GA - Georgia DOT / Georgia State UCP,Federal HUD 3	warnerconstructionservices@gmail.com		Email	Sent
5/8/19	Leslie watford	WATFORD TILE	SC - City of Columbia (LBE)	watfordtile@aol.com		Email	Sent
5/8/19	Steve Baker	WATFORD TILE	SC - City of Columbia (LBE)	stevewti@aol.com		Email	Sent
5/8/19	Jesse Watson	Watson Wood Works	Federal SB - Small Business Enterprise	jessewatson@watsonwood.com		Email	Sent

MINORITY DISADVANTAGED SMALL BUSINESS ENTERPRISE BID INVITATION LOG

sent via isqft by Paul S. Akins Company, Inc. for IFB#052819, Beaufort County Government Complex New Office Building

Date Sent	Sent To	Company Name	Minority and Disadvantaged Affiliations	Email	Fax	Sent Via	Sent Status
5/8/19	Chad Dunham	3-Way Electric, LLC.	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE)	3waychaddunham@hargray.com		Email	Sent
5/8/19	Luke Shurling	ADRS Services inc DBA ABC Crushing	GA - Georgia DOT / Georgia State UCP	luke@abccrushing.com		Online Only	Sent
5/8/19	Stan Odle	AllSource Construction Specialties	MBE - Other (Legacy)	sodle@allsourcespecialties.com		Email	Sent
5/8/19	Tyrone Atkinson	ATK Paving Inc	MBE - Other (Legacy),GA - City of Savannah (MWBE)	groundworkscontracting@gmail.com		Email	Sent
5/8/19	Wayne Poynter	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	wpoynter@amc-corp.us		Email	Sent
5/8/19	James Padgett	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jpadgett@amc-corp.us		Email	Sent
5/8/19	Heather Vinas	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)		9123301179	Fax	Sent
5/8/19	Donna Davenport	ATS Drilling Inc	MBE - Other (Legacy)	donnad@atsdrilling.com		Email	Sent
5/8/19	Bobby Adams	B&B Demolitiion and Contractors, Inc.	GA - Georgia DOT / Georgia State UCP,GA - City of Savannah (MWBE)	bandbdemolition@gmail.com		Email	Sent
5/8/19	Tina Galbreath	Blue, Inc.	GA - City of Savannah (MWBE)	tina.blueinc@yahoo.com		Email	Sent
5/8/19	Mitchell Sailors	Bone Dry Roofing	SC - Charleston County (SBE)	msailors@bonedryroofing.net		Online Only	Sent
5/8/19	Eric Bray	Bone Dry Roofing	SC - Charleston County (SBE)	ebray@bonedryroofing.net		Email	Sent
5/8/19	Gloria Meyer	BOSCO Contracting Group	Georgia Minority Supplier Development Council,Women's Business Enterprise National Council (WBENC),Federal WOSB	gmeyer@boscocontracting.com		Email	Sent
5/8/19	Kristie Collins	Bullzeye Equipment & Supply	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)(SBE)	kcollins@bullzeyeequipment.com		Email	Sent
5/8/19	David Riley	C.R. JACKSON	SC - City of Columbia (LBE)	driley@crjackson.com		Email	Sent
5/8/19		C.S. Hurd Electrical	GA - City of Savannah (MWBE)	info@cshurd.com		Email	Sent
5/8/19	David Harwood	C.S. HURD ELECTRICAL CONTRACTING	GA - City of Savannah (MWBE)	dharwood@cshurd.com		Email	Sent
5/8/19	Shem Jordan	Carolina Wrecking, Inc.	SC - City of Columbia (LBE)	sjordan@carolinawrecking.com		Email	Sent
5/8/19	Cynda Kent	Carpets of America	MBE - Other (Legacy)	c.kent@carpetsofamericagroup.com		Email	Sent
5/8/19	Sheri Carroll	Carroll & Carroll, Inc.	GA - Georgia DOT / Georgia State UCP,GA - City of Savannah (MWBE)	sheric@cacasphault.com		Online Only	Sent
5/8/19	Toby Montgomery	Charleston Concrete Design	SC - Charleston County (SBE)	tobyconcrete@yahoo.com		Email	Sent
5/8/19	Chad Nobles	Cherokee, Inc.	SC - City of Columbia (LBE)	cnobles@cherokee-sc.com		Email	Sent
5/16/19	Donnie Rushing	Coastal Canvas Products Co., Inc.	GA - City of Savannah (MWBE)	drushing@coastalcanvas.net		Email	Sent
5/8/19	Colin Conway	Concrete Busters of GA, Inc.	GA - Georgia DOT / Georgia State UCP	colin@concretebustersinc.com		Email	Sent
5/8/19	jet cox	Cox Creative Product & Construction, Inc.	GA - Georgia DOT / Georgia State UCP	j.cox@ccpandcinc.com		Email	Sent
5/8/19	John McVeigh	CR Hipp Construction Inc	SC - State of South Carolina, SMBCC (MBE)	john.mcveigh@crhippconstruction.com		Email	Sent
5/8/19	Donna Crumpton	D & T Steel	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	sam@dtsteelinc.com		Email	Sent
5/8/19	Dustin Sutton	DCS Electrical Services	SC Mechanical Certificate,USA Navy	suttondu@yahoo.com		Email	Sent
5/8/19	tiffinie deal	DFH & Associates, LLC	WBE - Women's Business Enterprise -City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	tiffinie@dfhassoc.com		Email	Sent
5/8/19	john humphries	DFH & Associates, LLC	WBE - Women's Business Enterprise -City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	john@ccandm.net		Email	Sent
5/8/19	Rickey Slingluff	Division Two Contracting	GA - City of Savannah (MWBE)	div-2@comcast.net		Email	Sent
5/8/19	EARNEST WRIGHT, Jr.	ECONOMY MASONRY	GA - Georgia DOT / Georgia State UCP,GA - City of Savannah (MWBE)	economymasonry@ymail.com		Email	Sent
5/8/19	Jacob Edwards	Edwards Construction Group	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jedwards@edwardsconstructiongroup.com		Email	Sent
5/8/19	Michael Grafton	Fabcon	GA - City of Savannah (MWBE)	michael@fabcondesigns.com		Email	Sent
5/8/19	Christian Amouroux	Flintstone Pavers	GA - Fulton County (M/FBE),GA - Georgia DOT / Georgia State UCP	christian@flintstonepavers.com		Email	Sent
5/8/19	ann helms	fogels fine floors	GA - Georgia DOT / Georgia State UCP	fogels@juno.com		Email	Sent
5/8/19	Travis Collins	Glasstec	SC - State of South Carolina, SMBCC (MBE),SC - Charleston County (SBE)	tdcollins@scoast.net		Email	Sent
5/8/19	John Glover	Glover's Masonry	GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	gloversmasonry@yahoo.com		Email	Sent
5/8/19	Teresa Bright	GPK, LLC	GA - Georgia DOT / Georgia State UCP	tbright@gpkconstructiongroup.com		Email	Sent
5/8/19	Justin Vance	Great Southern Recreation	WBE - Women's Business Enterprise - Legacy iSqFt value	justin@greatsouthernrec.com		Email	Sent
5/8/19	Daniel Dippel	Gregory Electric Company, Inc	SC - City of Columbia (LBE)	ddippel@gregoryelectric.com		Online Only	Sent
5/8/19	Gregory Griffin	Griffin Specialty Contracting, Inc.	GA - Georgia DOT / Georgia State UCP	griffinspecialty@aol.com		Email	Sent
5/8/19	Tonya Reed	Henry Plumbing Co., Inc.	GA - City of Savannah (MWBE)	tonya.reed@henryplumbing.net		Email	Sent
5/8/19	Brad Bates	Herndon, Incorporated	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	bbates@herndoninc.com		Email	Sent
5/8/19	Otis Sams	ICN (Integrated Communication Networks)	SBE - Disadvantaged Business Enterprise (DBE)	osams@icnpros.com		Email	Sent
5/8/19	Julie Hines	Illini Drilled Foundations, Inc.	Women's Business Enterprise National Council (WBENC)	julie@illinidrilling.com		Email	Sent
5/8/19	Greg Bryson	J & M Roofing	GA - Georgia DOT / Georgia State UCP	gregbryson@yahoo.com		Email	Sent
5/8/19	Jerrold Corbett	J. Corbett Enterprise	GA - Georgia - Department of Administrative Services (DOAS) - (MBE),GA - Georgia DOT / Georgia State UCP	jcorbettenterprise@gmail.com		Email	Sent
5/8/19	Todd Foster	JSC Systems, Inc.	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	t.foster@jscsystems.net		Email	Sent

Date Sent	Sent To	Company Name	Minority and Disadvantaged Affiliations	Email	Fax	Sent Via	Sent Status
5/8/19	Kelvin Epps	Kelvin Epps Painting Co	GA - Georgia DOT / Georgia State UCP		4787450230	Fax	Failed
5/8/19	Bob Klein	Klein Contracting	WBE - Women's Business Enterprise - Legacy iSqFt value	robert@kleincontracting.com		Email	Sent
5/8/19	Susan Taylor	Landscape Design of Goldsboro	WBE - Women's Business Enterprise - Legacy iSqFt value,NC - North Carolina DOT (SBE),NC - North Carolina HUB (SWUC) - WBE	susan@ldigoldsboro.com		Email	Sent
5/8/19	McLaughlin Tile	McLaughlin Tile	NC - North Carolina HUB (SWUC) - Black	mctile.pro@gmail.com		Email	Sent
5/8/19	David Jenkins	Mock Plumbing & Mechanical, Inc.	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	davidj@mocksavannah.com		Email	Sent
5/8/19	Daniel Tucker	Mock Plumbing & Mechanical, Inc.	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)		9122326284	Fax	Sent
5/8/19	Jamie Davis	Mock Plumbing & Mechanical, Inc.	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jamied@mocksavannah.com		Email	Sent
5/8/19	Nash Nance	Nance Industries	Women's Business Enterprise National Council (WBENC),Federal WOSB - Women-Owned Small Business	nash.nance@nancecarpet.com		Email	Sent
5/8/19	Tommy J Jones	NuAir Conditioning	GA - Georgia DOT / Georgia State UCP	nuair8@gmail.com		Email	Sent
5/8/19	Bid Ochoa	Ochoa Construction	GA - City of Atlanta (HABE),GA - Georgia DOT / Georgia State UCP,GA - Fulton County (M/FBE)	bid@ochoaconstruction.com		Email	Sent
5/8/19	Serena Johnston	Option Signs and Environmental Graphics	GA - City of Atlanta (FBE),GA - Georgia DOT / Georgia State UCP	johnston@optionsigns.com		Email	Sent
5/8/19	Thomas Hendricks	Palmetto Gunit Construction Co., Inc.	SC - Charleston County (SBE)	tommypalmettogunit@gmail.com		Online Only	Sent
5/8/19	Lisa Hamilton	Palmetto Metal Products, Inc.	SC - Charleston County (SBE)	lhamilton@palmettometalproducts.com		Email	Sent
5/8/19	Willie Patterson	PatCon Industries	SC - State of South Carolina, SMBCC (MBE),SC - City of Columbia (LBE)	patconindustries@gmail.com		Email	Sent
5/8/19	Kelly McKay	Precision Fire Systems	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE),SC - Charleston County (SBE)	kelly@precisionfiresys.com		Email	Sent
5/8/19	Susie Jones	Purpose Driven Seeding & Mulching Inc.	MBE - Native American - Legacy iSqFt value	purpose.driven06@yahoo.com		Email	Sent
5/8/19	Lynn Andresen	Queen City Waterproofing	SC - Charleston County (SBE)	queencitywaterproofing@yahoo.com		Email	Sent
5/8/19	Rusty Noegel	Regan Tile dba Master Craft Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value,GA - City of Savannah (MWBE)	rusty@mastercraftflooring.net		Email	Sent
5/8/19	Tim Regan	Regan Tile dba Master Craft Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value,GA - City of Savannah (MWBE)	tim@mastercraftflooring.net		Email	Sent
5/8/19	charles sharpe	Regan Tile dba Master Craft Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value,GA - City of Savannah (MWBE)	csharpe@mastercraftflooring.net		Email	Sent
5/8/19	Scott Simmons	RICHARDSON CONSTRUCTION	SC - City of Columbia (LBE)	estimator@richdirt.com		Email	Sent
5/8/19	HOLLY COPELAND	ROOFING PROFESSIONALS INC	GA - City of Savannah (MWBE)	hcopeland@rpiroof.com		Online Only	Sent
5/8/19	Ted Deaton	ROOFING PROFESSIONALS INC	GA - City of Savannah (MWBE)	tdeaton@rpiroof.com		Email	Sent
5/8/19	ANTONIO BROWN	SABE, Inc.	GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	sabrown1974@bellsouth.net		Email	Sent
5/8/19	Jonathan Hall	scDataCom,LLC	GA - City of Savannah (MWBE),Federal WOSB - Women-Owned Small Business	jonathan.hall@scdatacom.net		Email	Sent
5/8/19	Eddie James	Seed Slingers	SC - Charleston County (SBE)	eddie@seedslingers.com		Email	Sent
5/8/19	Jonathan Bray	SHC Roofing, Inc.	Georgia Minority Supplier Development Council	jonathan@shcroofing.com		Email	Sent
5/8/19	Jessica Senn	SHC Roofing, Inc.	Georgia Minority Supplier Development Council	jessica@shcroofing.com		Email	Sent
5/8/19	Stacey Jones	SHC Roofing, Inc.	Georgia Minority Supplier Development Council	stacey@shcroofing.com		Email	Sent
5/8/19	David McGhee	Sitec LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	david.sitec@comcast.net		Email	Sent
5/8/19	Fred Hill	South Fulton Landscape & Nursery	MBE - Black - Legacy iSqFt value,GA - City of Atlanta (AABE),GA - City of Atlanta (SBE)	sflnursery@bellsouth.net		Email	Sent
5/8/19	Ed Seale	Sports Equipment & Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value	robby@sportsfloorsonline.com		Email	Sent
5/8/19	John Cronin	Spring Precast, LLC	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jcronin@springprecast.com		Email	Sent
5/8/19	Laurie Pearsey	Staff Authority LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	lpearsey@staffauthority.com		Email	Sent
5/8/19	Shirley Stokes	Stokes Masonry	GA - City of Savannah (MWBE)	sales@stokes-masonry.com		Online Only	Sent
5/8/19	MELODE CONNER	SUPERIOR EXCAVATION CONTRACTORS	GA - City of Savannah (MWBE)	wayneconner@superiorexcavation.net		Email	Sent
5/8/19	Brandon Liles	T2 Contracting	NC - North Carolina DOT (SBE),Federal VOSB - Veteran Owned Small Business,Federal SDB - Small Disadvantaged Business	brandon@t2contracting.com		Email	Sent
5/8/19	Dick Dutro	Total Systems Commissioning	GA - City of Atlanta (SBE)	ddutro@tscx.org		Email	Sent
5/8/19	Dabahel Hernandez	Tree of The Life Construction	NC - North Carolina DOT (DBE) / North Carolina UCP (DBE),NC - North Carolina DOT (MBE)	dabaheltotl@yahoo.com		Email	Sent
5/8/19	Stephen Simmons	TSAV	WBE - Women's Business Enterprise - Legacy iSqFt value,NC - North Carolina HUB (SWUC) - WBE	stephensimmons@tsav.com		Email	Sent
5/8/19	KAREN SMITH	W. P. Law, Inc.	SC - City of Columbia (LBE)	karen@wplawinc.com		Online Only	Sent
5/8/19	Leslie watford	WATFORD TILE	SC - City of Columbia (LBE)	watfordtile@aol.com		Email	Sent
5/8/19	Steve Baker	WATFORD TILE	SC - City of Columbia (LBE)	stevewti@aol.com		Email	Sent

EXHIBIT 3

Proposed Utilization Plan

Bidder Name: Paul S. Akins Company, Inc.
Bid No.: IFB #052819
Bid Date: June 20th, 2019
Project Name: Beaufort County Government Complex New Office Building

LIST INFORMATION FOR THE SMBs YOU INTEND TO UTILIZE FOR THE REFERENCED PROJECT:

Name of SMB Firm	City	State	Tel # with Area Code	Point of Contact	Trade/Commodity	Contract/PO Amount
Cleland Site Prep	Bluffton	SC	843-987-0500	Carlos Sanchez	sitework/utilities	\$ 243,794.00 -
Simoneaux Electric	Bluffton	SC	843-753-4799	Pat Simoneaux	electrical	\$ 695,875.00 -
Mock Plumbing/Mech	Savannah, GA	GA	912-232-1104	David Jenkins	plumbing & mech.	\$ 1,161,098.00 -
Bay Hill Construction, LLC	Bluffton	SC	843-757-3999	Travis Hames	drywall, framing, gyp	\$ 466,328.00 -
Southern Roof & Woodcare	Hardeeville	SC	843-681-7675	Donnie Coleman	roofing	\$ 177,292.00 -
Forrest Concrete	Ridgeland	SC	843-645-9980	Michael Forrest	concrete	\$ 284,000.00 -
Bluewater Painting	Mt. Pleasant	SC	843-856-1641	Paul Connelly	painting	\$ 42,250.00 -
						\$ -

Total Anticipated SMB
 Participation Dollar
 Value

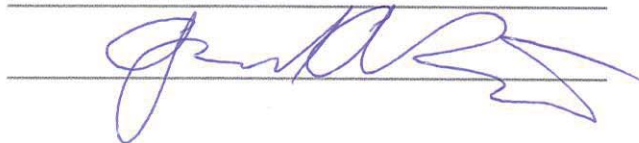
\$3,070,637.00 -

The undersigned proposes to enter into a formal agreement with the SMBs identified for work and value listed conditioned upon execution of a contract with Beaufort County for the referenced project.

Representative Name: Jarrod Akins

Title: Vice President

Signature:



Date: 6/20/2019

28. RIGHT TO PROTEST

28.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

28.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

28.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

28.3.1 State the reasons for the action taken; and

28.3.2 Inform the protestant of its right to administrative review as provided in this Section.

28.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

28.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

28.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

28.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

29. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES OR NO. If you circled "YES", explain fully in a separate attachment.

30. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, LICENSES AND FEES FOR ALL PROJECTS.

CONTRACTUAL REQUIREMENTS

1. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires,



NON-DISCRIMINATION IN EMPLOYMENT

Project Name: Beaufort County Government Complex New Office Building, IFB#052819

During the performance of the contract, Paul S. Akins Company, Inc., agrees as follows:

Paul S. Akins Company, Inc., will not discriminate against any employee or applicant for employment because of race, color, or religion, sex, disability or national origin. Akins Company will take affirmative action to ensure that applicants are employed and that employees are treated equal during employment without regard to race, color, religion and handicap. Such action will include, but not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection of training, including apprenticeship. Akins Company, agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

By submission of this signed statement, Contractor: Paul S. Akins Company, Inc., certifies compliance with requirements of this proposal regarding non-discriminatory employment practices.

Name of Bidder: Paul S. Akins Company, Inc.

By:

A handwritten signature in blue ink, appearing to read 'Jarrod Akins', is written over a horizontal line.

Name: Jarrod Akins

Title: Vice President

Date: 06/11/19

**CERTIFICATION OF
COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

The undersign, being a licensed Contractor in the State of South Carolina, do hereby agree to comply with all applicable requirements of the Americans With Disabilities Act throughout the duration of this contract.



Signed

Jarrod Akins

Print or Type Name of Signing Official

Vice President

Title

Paul S. Akins Company, Inc.

Firm

520 Park Avenue

Address

Statesboro	Georgia	30458
City	State	Zip

06/20/2019

Date

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document **IFB 052819, Beaufort County Government Complex, New Office Building, dated April 15, 2019.**

Company Name: Paul S. Akins Company, Inc. Principal Name: Jarrold Akins

Company Address: Street: 520 Park Avenue, Statesboro, GA 30458
Mailing: P.O. Box 941, Statesboro, GA 30459

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: will obtain upon award of contract

Tax Obligation Current: n/a

Signature of Principal/Date:  06/20/19
Jarrold Akins, Vice President

Witness/Date: 
Lydia Riner 06/20/19

END OF LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

**SINGLE PRIME CONTRACT
GENERAL CONSTRUCTION
BID PROPOSAL FORM**

**Beaufort County Government Complex
New Office Building**

IFB NUMBER: 052819

For Beaufort County
PREPARED BY:
Beaufort Design Build, LLC
2 Fire Station Lane
Seabrook, South Carolina 29940
843-466-3664

BID DATE: Thursday, June 20, 2019 at 3:00 PM

TO: Beaufort County Purchasing Department
106 Industrial Village Road, Building 2
Beaufort, South Carolina 29906-4291

FROM: Paul S. Akins Company, Inc.
Name of Bidder

The undersigned Bidder hereby declares that his Proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud. It is the Bidder's intention & purpose to enter into a Contract with Beaufort County. The Bidder signifies that his bid is all-inclusive to perform the Work to construct the Beaufort County, **Beaufort County Government Complex, New Office Building** project as illustrated in the Contract Documents prepared by Beaufort Design Build, LLC dated April 15, 2019. The Bidder has carefully examined the Contract Documents and Proposal Form and is familiar with the scope, details, intent, and conditions under which the Work, or any part of it, is to be executed, and the conditions which must be fulfilled in the furnishing and/or erection or construction of any or all items of the Work. The Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Drawings, Project Manual (specifications) and the terms of this Proposal for the amounts listed below.

A. Base Bid:	\$ <u>6,315,250.00</u>
B. Contingency Allowance: (five percent (5%) of Base Bid)	\$ <u>315,762.00</u> (5%)
C. Permit and Impact Fees Allowance: (Tap Fees are included in the Base Bid)	\$ <u>\$20,000.00</u>
D. Total Bid: (A+B+C)	\$ <u>6,651,012.00</u> (Herein referred to as the Total Bid)

ALTERNATES: Should the Alternate be accepted, the amount written below shall be the amount added to the Base Bid. The Bidder shall also indicate the number of days to be added to the construction period. If the Alternate is left blank, then the Alternate would not change the Base Bid if accepted. The Bidder agrees to construct the Alternates as described in the Contract Documents for the following prices:

30 Days
(circle) Add or Deduct

Add telecommunications cabling, devices and build-out of first and second floor Server Rooms as specified in Addendum #2, Item 1 and Item 2.

15 Days
(circle) Add or Deduct

Provide lightweight insulating concrete roof deck and rigid insulation, as specified in section 03 54 00, LIGHTWEIGHT INSULATING CONCRETE ROOF DECK, in lieu of vapor barrier, substrate board, tapered rigid insulation and protection board specified in section 07 22 00, ROOF AND DECK INSULATION.

0 Days
 (circle) Add or Deduct

Provide a fully adhered thermoplastic membrane roof, as specified in section 07 54 00, FULLY ADHERED THERMOPLASTIC ROOFING, in lieu of an EPDM roof as specified in section 07 53 23, ETHYLENE-PROPOYLENE-DIENE-MONOMER (EPDM) ROOFING.

UNIT PRICES: There are no unit prices.

1. The Owner will coordinate with the local utility company to extend telecom services from the existing telecom vault, located adjacent to the Sheriff's Office Building, to the new third floor Systems Data Center.
2. New open office systems furniture will be provided by the Owner under a separate contract. The contractor for this project is responsible for coordinating with the Owner and the Owner's furniture vendor and installer for installation of such furniture and for provision of electrical power as indicated on the Electrical Drawings and Divisions 26 and 27 of the Project Manual.
3. All low-voltage security system and security camera wiring and devices will be provided by the Owner under a separate contract. The contractor for this project is responsible for coordinating with the Owner and the Owner's vendor and installer and for provision of a complete conduit system and grounding as indicated on the drawings and Division 27 of the Project Manual.
4. Special Inspections, as required by Chapter 17 of the international Building Code, will be contracted for by the Owner, under a separate contract. The contractor for this project is required to coordinate with the Owner, Design Team and Special Inspector with regard to scheduling inspections and provisions of test data and reports specified in DIVISIONS 3, 4 and 5 of the Project Manual.

SUBCONTRACTORS:

The Bidder acknowledges that the following subcontractors will be utilized on this project and that the Bas Bid value indicated above includes the associated costs indicated below. Where work will be performed by the general contractor, indicate "self-performed."

	Company Name	Value (\$0.00)
Soil Improvements	Ellington-Cross	\$49,000.00
Excavation and Grading	Cleland Site Prep	\$42,400.00
Site Utilities	Cleland Site Prep	\$168,995.00
Concrete	Forrest Concrete	\$284,000.00
Structural Steel	Macuch Steel	\$511,250.00
Masonry	Jackson Masonry	\$427,000.00
Storefront/Curtainwall	Blyco of SC	\$560,000.00
Roofing	Southern Roof & Woodcare	\$178,000.00
Doors and Frames	Advanced Door Systems, Inc.	\$43,300.00
Door Hardware	Advanced Door Systems, Inc.	\$31,190.00
Light Gauge Framing	Bay Hill Construction LLC	\$210,605.00
Metal Studs / Gyp Bd	Bay Hill Construction LLC	\$111,000.00
Painting	Bluewater Painting	\$42,250.00
Acoustical Ceilings	Bay Hill Construction LLC	\$74,000.00
Floor Finishes	Plank & Tile	\$91,500.00
Mechanical	Mock Plumbing & Mechanical	\$901,000.00
Electrical	Simoneaux Electric	\$696,000.00
Plumbing	Mock Plumbing & Mechanical	\$260,000.00
Fire Protection	Eagle Fire, Inc.	\$157,000.00

The Bidder further agrees to begin the work promptly upon receipt of a written Notice to Proceed and to pursue the work with an adequate work force to complete the work within **Three Hundred (300) Calendar Days** from the Notice to Proceed. **Five Hundred Dollars (\$500.00)** per calendar day is hereby agreed upon as the Liquidated Damages.

The Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u> Dated <u>05/20/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u>2</u> Dated <u>05/29/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u>3</u> Dated <u>06/03/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u>4</u> Dated <u>06/07/19</u>	Addendum No. <u> </u> Dated <u> </u>
Addendum No. <u> </u> Dated <u> </u>	Addendum No. <u> </u> Dated <u> </u>

The Bidder has enclosed the following with this Proposal:

- 1) X Bid Bond, cashier's check or certified check in the amount of five percent (5%) of the Total Bid (line **D** above).
- 2) N/A Small and Minority Business Self-Performance Affidavit.
- or
- 2) X Small and Minority Business Good Faith Effort Checklist.
- 3) X Exhibit 1 Non-Discrimination Statement.
- 4) X Certificate of Compliance with American with Disabilities Act.
- 5) N/A Local Vendor Preference – Participation Affidavit (if applicable).

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00, IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

PAST PERFORMANCE:

Each bidder shall furnish all information requested below. Bids will be accepted from qualified contractors only.

Number of years in business: 50

List five (5) customer references for whom work on project of similar size, complexity and scope has been successfully completed.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone</u>
<u>Bluffton Township Fire Department</u>	<u>357 Fording Island Road</u> <u>Bluffton, SC 29909</u> <u>P.O. Box 2406</u>	<u>Chief Paul Boulware</u>	<u>843-342-5729</u>
<u>Georgia Ports Authority</u>	<u>Garden City, GA 31406</u> <u>571 East Main Street</u>	<u>Ryan Bray</u>	<u>912-856-2995</u>
<u>Trinity Christian School</u>	<u>Statesboro, GA 03458</u> <u>204 West Railroad Street</u>	<u>John Quattlebaum</u>	<u>912-536-2675</u>
<u>City of Claxton</u>	<u>Claxton, GA 30417</u> <u>206 Mansfield Street</u>	<u>Terry Branch</u>	<u>912-618-9701</u>
<u>Brunswick Police Dept.</u>	<u>Brunswick, GA 31520</u>	<u>Major Greg Post</u>	<u>912-269-0242</u>

The undersigned certifies that this Bid does not violate any Federal or State Antitrust Laws.


FEDERAL ID or SOCIAL
SECURITY NO. 58-1087737

SC TAX ID NO. 20153875-5

COMPANY: Paul S. Akins Company, Inc.

ADDRESS: 520 Park Avenue (Physical) P.O. Box 941 (Mailing)

Statesboro, GA Statesboro, GA

30458 30459

EMAIL ADDRESS jarroda@akinsco.com

BY: Jarrod Akins

TITLE: Vice President

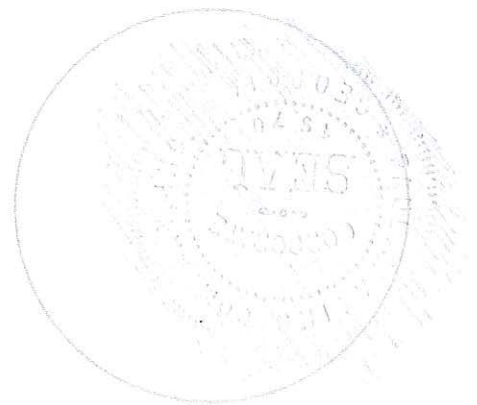
SIGNATURE: 

BID MUST BE SIGNED

TITLE: Vice President

NAME (Print): Jarrod Akins

SC LICENSE NUMBER: G10501



SEAL (if by a corporation)

END OF SINGLE PRIME CONTRACT GENERAL CONSTRUCTION PROPOSAL

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Paul S. Akins Company, Inc.

520 Park Avenue, Statesboro, GA 30458

as Principal, hereinafter called the Principal, and Great American Insurance Company

301 East Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Beaufort County Treasurer

100 Ribaut Road #165, Beaufort, SC 29902

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

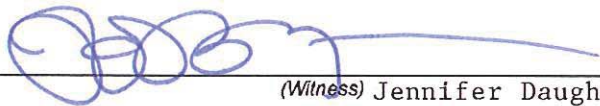
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Beaufort County Government Complex New Office Building; IFB No. 052819

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of May, 2019



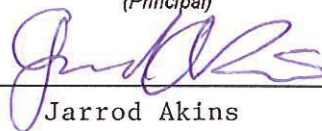
(Witness) Jennifer Daughtry

Paul S. Akins Company, Inc.

(Principal)

(Seal)

By:



Vice President

(Title)

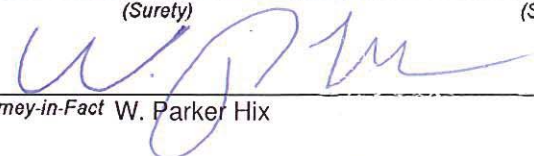
Jarrod Akins

Great American Insurance Company

(Surety)

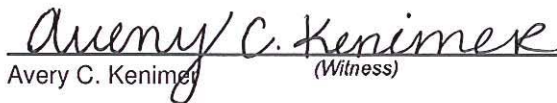
(Seal)

By:



Attorney-in-Fact W. Parker Hix

(Title)



Avery C. Kenimer

(Witness)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Three

No. 0 20829

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
W. PARKER HIX	ALL OF	ALL
DAVID C. EADES	ATLANTA, GEORGIA	\$100,000,000
CARRIE J. KEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of JUNE, 2017.

Attest

GREAT AMERICAN INSURANCE COMPANY



W. Parker Hix
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 1ST day of JUNE, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

28th

day of

May

2019.



W. Parker Hix
Assistant Secretary

Good Faith Efforts Checklist

This form and supporting documents are due with the bid package, if not self-performing 100% of the work.

- ☒ Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip.

The notice should contain the following:

- Bidder's name and contact information
- Project name and number
- Scope of work/bid packages available for subcontracting
- Information on availability of plans and specifications
- Bidder's insurance, bonding, and financial requirements

- ☒ Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. These exhibits are available on the Beaufort County website (www.beaufortcountysc.gov) under the Purchasing Department page.

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Paul S. Akins Company, Inc.

Name of Company

Jarrold Akins

Owner or Authorized Representative Name

Signature

Vice President

Title

06/20/19

Date



Paul S. Akins Company, Inc.
Mailing: PO Box 941 (30459)
520 Park Avenue, Statesboro, GA 30458
P: 912-764-6925 | Fax: 912-764-5677
www.AkinsCo.com

May 14, 2019

To: SMBE Subcontractors and Suppliers

Re: **BID INVITATION**

Project: **IFB #052819 – Beaufort County Government Complex New Office Building**

Bids Due: **May 28th, 2019 NO LATER THAN 1:00 PM** (our pricing is due to the Owner by 3pm)

If you have SC License number please include it with bid. Also, please indicate your SMBE ownership status on your quote on bid day.

Paul S. Akins Company, Inc. is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for the above referenced project.

The Project includes construction of a 23,244 square foot, three-story office building for Beaufort County. When complete, the building will house the Magistrates Court on the first floor, Tax Assessors Office on the second floor and IT and GIS offices on the third floor. The Project includes earthquake drain ground improvement, reinforced slab-on-grade, a structural steel frame and light-weight concrete composite floor slabs. The building envelope includes brick veneer, glazed aluminum curtain wall and aluminum storefront. Interior walls are gypsum board on metal studs with solid core wood doors in hollow metal frames. Interior finishes include ceramic tile, resilient tile, suspended acoustical tile ceilings and paint. The building is fully fire sprinklered and includes a clean agent system in the third-floor Systems Data Center. Mechanical work includes three (3) packaged rooftop units with direct expansion coils and VAV terminal boxes and hydronic heat utilizing gas fired boilers. Plumbing includes water and waste piping and fixtures for restrooms and breakrooms. Electrical work includes 480/277V service, branch wiring, LED light fixtures and an emergency generator.

We have opportunities for subcontracting on this project as follows:

Construction Cleanup	Doors/Windows/Frames/Hardware/Automatic Door Operators
Demolition	Entrances & Storefronts & Glazing
Sitework Site Preparation/Earthwork/etc.	Gypsum Board Assemblies/Acoustical Ceilings/
Paving/Asphalt/Concrete	Interior & Exterior Painting
Cast-In-Place Concrete	Flooring & Accessories/Carpet/Tiling/Resilient Flooring
Unit Masonry	Directories/Signage/Corner Guards/Fire Ext. Cabinets
Structural Steel/Misc.Steel	Toilet & Bath Accessories
Cold-Formed Metal Framing	Electric Traction Elevators
Steel Joist Framing	Mechanical HVAC
Steel Deck	Mechanical Plumbing
Rough & Misc. Carpentry	Fire Sprinkler Systems
Casework/Cabinetry	Electrical and Fire Alarm; Lightning Protection
Thermal & Moisture Protection	Earthquake Drains
Roofing/Roof Accessories/Roof Panels	Site Improvements/Landscaping/Grassing/Erosion Control

Plans and specifications are available for review at our office or can be viewed online via iSqFt. Please notify us at lydiar@akinsco.com of your interest in bidding and scope of work and we will also email you a bid invitation via iSqFt that includes a link to download plans and specifications.

It is the policy of Paul S. Akins Company, Inc. that prospective subcontractors provide three (3) credit references and three (3) performance references. Subcontractors must provide certificates of insurance for their general liability and workers compensation Insurance and maintain said insurance throughout the project. Depending on the magnitude of the subcontract performance and payment bonds may be required..

Sincerely,

Lydia Riner, Assistant Project Manager

Jacob Schofill

From: Jacob Schofill
Sent: Tuesday, May 14, 2019 4:58 PM
To: Lydia Riner
Subject: SMBE Bid Invitation Letter for: IFB #052819 - Beaufort County Government Complex New Office Building
Attachments: SMBE Sub-Supplier BID INVITE LETTER - Beaufort Government Complex New Office Building.pdf

Tracking:	Recipient	Delivery	Read
	Lydia Riner	Delivered: 5/14/2019 4:58 PM	Read: 5/15/2019 3:48 PM
	admin@allin1yardcare.com		
	rebekah.disser@brickmangroup.com		
	mcollins@usmcsav.com		
	garden_medic@yahoo.com		
	laurentrenee@hotmail.com		
	nick@hiltonheadlandscapes.com		
	bwiens@johndeerelandscapes.com		
	j.colman@lawnsolutions.us		
	classicgardens@embarqmail.com		
	sales@martinlandscapellc.com		
	plantingroots_hydroseeding@yahoo.com		
	henrysturfrx@gmail.com		
	creativecabinet@aol.com		
	dsmith@agmimports.net		
	david.runyon@essroc.com		
	atlasphalt@embarqmail.com		
	kcompany@hargray.com		
	butch@armorbuildingsolutions.com		
	maremailmmm@yahoo.com		
	brownsdrywall@hotmail.com		
	qdrinc@gmail.com		
	abbaconst@embarqmail.com		
	jkedwards@apac.com		
	wblankenship@centurylink.net		
	dupriestcons@earthlink.net		
	jsconstruction@hargray.com		
	lcrconst@hargray.com		
	dickstansell@gmail.com		
	alleneleandair@hotmail.com		
	steve.beaconelectrical@gmail.com		
	sreid@boltelectricinc.com		
	collinscleveland@yahoo.com		

Recipient	Delivery	Read
eagleelectric@live.com		
heritageelectric@ownermanagementgrou		
bill@powell-elec.com		
randy@mayelectric.com		
seinc8@aol.com		
steve@seaislandelevator.com		
jut@hargray.com		
toni@turnerelectrical.net		
aqsinc@live.com		
bvance.sacsinc@hargray.com		
classicfence@hargray.com		
jgray@graybarfence.com		
leonsfence_guardrail@charter.net		
qualityfenceinc@yahoo.com		
vtgreco@embarqmail.com		
creative@islc.net		
floorfashion1@hargray.com		
headlandstile@gmail.com		
leescarpet@hargray.com		
signaturetile@embarqmail.com		
john@southerncarpet.net		
squarebizdesigns@yahoo.com		
cldelaney@islc.net		
steve@gwcmoves.com		
cleveland@hargray.com		
airworks@live.com		
preferredaire@hargray.com		
premierelectric@hargray.com		
kathy@southernasphaltmaintenance.com		
coliver1961@me.com		
moodyson29906@hotmail.com		
pinckneywell@embarqmail.com		

TO ALL:

Please see the attached Bid Invitation Letter for the above referenced project.

Akins Company invites and strongly encourages all qualified Local, Small and Minority Business Enterprise companies to submit a bid on this project.

Thanks,

Jacob Schofill

Assistant Project Manager/Estimator

Paul S. Akins Company, Inc.

www.akinsco.com

o: (912) 764-6925 f: (912) 764-5677



Lydia Riner

From: Lydia Riner
Sent: Wednesday, May 15, 2019 4:08 PM
To: antwan@aalinestriping.com; mbusoloaae@gmail.com; bpheatingandair@gmail.com; christianheatcool@hotmail.com; rwall@envirosmart.us; eswain44@gmail.com; darwingoff28@gmail.com; Jerrod Corbett; landrumtree@hotmail.com; lowcountrysodpros@gmail.com; sjoyner106@gmail.com; tyranika.abrams@mrbprofessionalcleaning.com; info@m-i-w.com; admin@murrayconstructioncleaning.com; thespot1320@gmail.com; info@signarama-summervillesc.com; trobsingleton@yahoo.com; sepipeds@gmail.com; steve@universalseal.net; dexternwilson9@aol.com; swellclub2@carolina.rr.com; torr@asphaltprotector.com; carolynmiller@acsystem.us; angela@securitybyavs.com; baileyscleaningllc843@gmail.com; kenley5@ymail.com; asmith@coastalcanvas.net; wingram@envirosmart.us; matt.harris@fastsigns.com; Randy Dukes; mpuckett@latherconstruction.com; carlenebyson8@gmail.com; trevor@tkodemolition.com; transformfloorcare@gmail.com
Subject: Bid Invitation Letter for: IFB #052819 - Beaufort County Government Complex New Office Building
Attachments: SMBE Sub-Supplier BID INVITE LETTER - Beaufort Government Complex New Office Building.pdf
Importance: High

TO ALL:

Paul S. Akins Company, Inc. is a General Contractor planning to bid the Beaufort County Government Complex New Office Building on May 28th, 2019.

Akins Company invites and strongly encourages all qualified Local, Small and Minority Business Enterprise companies to submit a bid on this project.

Attached you will a Bid Invitation Letter for this project with information regarding the scope of work, bidding opportunities and how to obtain additional project information.

We thank you in advance and look forward to hearing from your company soon.

Thanks,

Jacob Schofill

Assistant Project Manager/Estimator

Paul S. Akins Company, Inc.

www.akinsco.com

o: (912) 764-6925 f: (912) 764-5677



Exhibit 1
Non-Discrimination Statement

This form is due with the bid package.

The bidder certifies the following:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, age, sex/gender, disability, religion, language, or income in connection with any bid submitted to Beaufort County or the performance of any contract resulting thereof;
- That it is and shall be the policy of the bidder to provide equal opportunity to all businesses or persons seeking to contract or otherwise interested in contracting with the bidder for Beaufort County contracts, including those businesses owned and controlled by socio-economic and racial minorities;
- In connection herewith, we acknowledge and warrant that this bidder has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this bidder;
- That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and included by reference into any contract or portion thereof which this bidder may hereafter obtain and;
- That the failure of this bidder to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable right and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Paul S. Akins Company, Inc.

Owner or Authorized Representative Name

Jarrold Akins

Signature of Owner or Authorized Representative



Title

Vice President

Date

06/20/19

Outreach Documentation Log

Paul S. Akins Company, Inc.

IFB #052819

June 20th, 2019

Beaufort County Government Complex New Office Building

LIST INFORMATION FOR THE SMBs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION IN THE REFERENCED PROJECT:

[illegible]

The undersigned confirms contacting the above listed SMBs regarding subcontracting and/or purchase opportunities for the referenced contract.

Representative Name:

Jarrod Akins

Title:

Vice President

Signature:

Date:

6/20/2019

MINORITY DISADVANTAGED SMALL BUSINESS ENTERPRISE BID INVITATION LOG

sent via isqft by Paul S. Akins Company, Inc. for IFB#052819, Beaufort County Government Complex New Office Building

Date Sent	Sent To	Company Name	Minority and Disadvantaged Affiliations	Email	Fax	Sent Via	Sent Status
5/8/19	Chad Dunham	3-Way Electric, LLC.	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE)	3waychaddunham@hargray.com		Email	Sent
5/8/19	Michael Crowe	A & R IRONWORKS LLC	Federal SDVOSB - Service Disabled Veteran Owned Business,Federal VOSB - Veteran Owned Small Business	mjcrowe@arwelding.net		Email	Sent
5/8/19	Gregory Hale	A T S, Acoustical Thermal Spray Inc	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,VA - State of Virginia, SWaM - (S)	greg.hale@atspray.com		Email	Sent
5/8/19	Tim Hamilton	A-1 Glass & Aluminum	Federal MBE Native American - National Minority Supplier Development Council	a1glassth@yahoo.com		Email	Sent
5/8/19	Terry Buckner	Abuck Building Systems Inc.	Federal SDB - Small Disadvantaged Business	tbuck9305@gmail.com		Online Only (F	Sent
5/8/19	Jarvan Piper Sr	Acadian Steel Inc.	Federal MBE Black - National Minority Supplier Development Council,Federal SDB - Small Disadvantaged Business	estimating@acadiansteel.com		Email	Sent
5/8/19	Dave Bailey	Advanced Roofing	Federal WOSB - Women-Owned Small Business	dave@advancedroofingandexteriors.com		Email	Sent
5/8/19	Lynn Sutton	Advantage Building Contractors, Inc.	Federal 8(a) SDB, SDVOSB - Service Disabled Veteran Owned Business, WOSB - Women-Owned Small Business,MBE		6785471720	Fax	Failed
5/8/19	Ken West	AFM Construction, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	kwest@afmatl.com		Email	Sent
5/8/19	Korey Stripling	Air Quality Systems	Federal SDB - Small Disadvantaged Business		7704460783	Fax	Sent
5/8/19	Stan Odle	AllSource Construction Specialties	MBE - Other (Legacy)	sodle@allsourcespecialties.com		Email	Sent
5/8/19	Ariel Carter	Allstate Steel Co., Inc.	Federal SBE, Federal SDB - Small Disadvantaged Business,Federal WOSB	arcarter@allstatesteel.com		Email	Sent
5/8/19	Dale Haygood	ALP Systems Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	dale@alpsystemsinc.com		Email	Sent
5/8/19	Dustin McCain	Alpha-Omega Construction Group of Raleigh, Inc.	Federal WOSB - Women-Owned Small Business,Federal MBE Hispanic - National Minority Supplier Development Council	mccain@alpha-omegainc.com		Online Only (F	Sent
5/8/19	Rose Dempsey	American Clearing Inc	Federal WOSB, Federal MBE Black - National Minority Supplier Development Council,GA DOT / UCP,GA-City of Sav (MWBE)	americanhauling@msn.com		Email	Sent
5/8/19		American Deep Foundation and Shoring	Federal SDB - Small Disadvantaged Business		7707257915	Fax	Sent
5/8/19	Mike Hawley	American Deep Foundation, Inc	Federal SB - Small Business Enterprise	m.hawley@americandeepfoundation.com		Email	Sent
5/8/19	Estimating Department	American Direct Co.	Federal SDB - Small Disadvantaged Business	adpplans@americandirectco.com		Email	Sent
5/8/19	Alan Kantor	American Direct Co.	Federal SDB - Small Disadvantaged Business	alank@americandirectco.com		Email	Sent
5/8/19	American Door Estimati	American Door & Hardware, Inc.	Federal SDB - Small Disadvantaged Business		6787148900	Fax	Failed
5/8/19	Sammy Merchant	American Glass & Mirror Co., Inc.	Federal SDB - Small Disadvantaged Business	smerchant@aglassmirror.com		Email	Sent
5/8/19	Kim Lamb	American Shoring, Inc.	Federal SDB,Federal WOSB,GA DOT / UCP,SC - South Carolina DOT (DBE) / UCP (DBE)	info@americanshoringinc.com		Email	Sent
5/8/19	Lori Sise	American Steel Contractors L.L.C.	Federal SBE,Federal SDB, Federal WOSB,MBE - Other (Legacy)	sise8521@bellsouth.net		Email	Sent
5/8/19	Joy Kay	AOA Signs, Inc.	Federal HUBZone,Federal WOSB,Federal SDBs,Federal SBE	john@aoasigns.com		Online Only (F	Sent
5/8/19	Scott Miller	Architectural Louvers	Federal SB - Small Business Enterprise	smiller@archlouvers.com		Email	Sent
5/8/19	LingYi McGahee	Architectural Products Specialist, Inc.	Federal SDB, Federal WOSB, MBE - Other (Legacy),GA DOT / UCP	randy@aps1994.com		Online Only (F	Sent
5/8/19	Mary-Ellen Goforth	Arrow Exterminators, Inc.	Federal WOSB - Women-Owned Small Business,Federal HUBZone	megoforth@arrow-exterminators.com		Email	Sent
5/8/19	Tyrone Atkinson	ATK Paving Inc	MBE - Other (Legacy),GA - City of Savannah (MWBE)	groundworkscontracting@gmail.com		Email	Sent
5/8/19	Joe Colman	Atlanta Casework Systems, Inc.	Federal SDB - Small Disadvantaged Business	joe.colman@atlcasework.com		Online Only (F	Sent
5/8/19	Jen Peters	Atlanta Fixture & Sales	Federal SDB - Small Disadvantaged Business	petersj@don.com		Email	Sent
5/8/19	Ian Hamilton	Atlanta Metal Systems	Federal SDB - Small Disadvantaged Business	ianthetinman@msn.com		Email	Sent
5/8/19	Wayne Poynter	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	wpoynter@amc-corp.us		Email	Sent
5/8/19	James Padgett	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA DOT /UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jpadgett@amc-corp.us		Email	Sent
5/8/19	Heather Vinas	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)		9123301179	Fax	Sent
5/8/19	Donna Davenport	ATS Drilling Inc	MBE - Other (Legacy)	donnad@atsdrilling.com		Email	Sent
5/8/19	Darryll Parsons	Automated Doorways	Federal SDB - Small Disadvantaged Business	dparsons@automateddoorways.com		Email	Sent
5/8/19	Scott Bennings Sr	B&B Services	Federal 8(a),Federal HUBZone,Federal SDB,Federal WOSB,MBE - Other (Legacy)	bbservices.electrical@gmail.com		Email	Sent
5/8/19	Mark Posey	Bar Bender Steel Inc.	Federal SDB - Small Disadvantaged Business	barbendersteel@bellsouth.net		Email	Sent
5/8/19	Mandy Walker	BCI Insulation, Inc.	Federal SDB - Small Disadvantaged Business	mandy@bciinsulation.com		Email	Sent
5/8/19	Terry Becker	Becker Survey Company	Federal SDB - Small Disadvantaged Business,Federal SDVOSB - Service Disabled Veteran Owned Business,Federal VOSB	terry@beckersurvey.com		Email	Sent
5/8/19	Rayford Bell	Bell Electric & Construction Company	Federal HUD - Section 3 Business Registry	bellelectricandconstructionco@yahoo.com		Email	Sent
5/8/19	Frank Loth	BESCO Electrical	Federal MBE Hispanic - National Minority Supplier Development Council,Federal WOSB	f.loth@bescoelectrical.com		Email	Sent
5/8/19	David Behling	Best Plumbing - Lowcountry Kitchen & Bath	Federal WOSB - Women-Owned Small Business	david@lowcountrykb.com		Email	Sent
5/8/19	Susan Ovens	Big Sky Construction Services, Inc	Federal WOSB - Women-Owned Small Business	susan.ovens@bigskyatl.com		Email	Sent
5/8/19	Ben edmunds	BLANKENSHIP ASSOCIATES, INC.	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business,Federal SBE	bwedmunds@aol.com		Email	Sent
5/8/19	Estimating Dept.	Boaen Mechanical	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	estimating@boenmechanical.com		Online Only (F	Sent
5/8/19	Estimator Estimator	Boaen Mechanical	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	bmc@boaenmechanical.com		Email	Sent
5/8/19	Steve Pollard	Boaen Mechanical	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	stevep@boaenmechanical.com		Email	Sent
5/8/19	Bob Matheny	BOB'S Landscape & Irrigation Services	Federal SDB & MBE Black-National Minority Supplier DEV. Council,SC - DOT (DBE) / SC UCP (DBE),SC - Charleston Co.(SBE)	bob@bobslandscapeandirrigation.com		Email	Sent
5/8/19	Mitchell Sailors	Bone Dry Roofing	SC - Charleston County (SBE)	msailors@bonedryroofing.net		Online Only	Sent

5/8/19	Eric Bray	Bone Dry Roofing	SC - Charleston County (SBE)	ebray@bonedryroofing.net		Email	Sent
5/8/19	Stacey Bonilla	Bonilla Brothers	Federal SDB, Federal HUBZone, Federal WOSB, Federal SBE	bonillabrothers@att.net		Email	Sent
5/8/19	Michael Meehan	Bramlett Mechanical Company Inc	Federal SDB - Small Disadvantaged Business	mmeehan@bramlettmechanical.com		Email	Sent
5/8/19	Jason Mayer	BRASON Inc.	Federal WOSB - Women-Owned Small Business,Other - Other (Legacy)	jmayer7@icloud.com		Online Only (F	Sent
5/8/19	Doug Mauk	Builders Steel Supply	Federal SDB - Small Disadvantaged Business	dmauk@bsteelinc.com		Email	Sent
5/8/19	Kristie Collins	Bullzeye Equipment & Supply	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)(SBE)	kcollins@bullzeyeequipment.com		Email	Sent
5/8/19	Tom Cavanagh	Busker Communications	Federal SDB - Small Disadvantaged Business	tcavanagh@buskercom.com		Email	Sent
5/8/19	Jeffery Chesser	C & C Fabricators	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business		7709633999	Fax	Failed
5/8/19	Elbert Cannon	C & C Mechanical	Federal SDB - Small Disadvantaged Business	ecannon1@windstream.net		Email	Sent
5/8/19	Barbara Davis	C.H. Briggs Co	Federal WOSB - Women-Owned Small Business	bdavis@chbriggs.com		Email	Sent
5/8/19	David Riley	C.R. JACKSON	SC - City of Columbia (LBE)	driley@crjackson.com		Email	Sent
5/8/19	James Poe	Carolina Environmental Contracting, Inc.	Federal WOSB - Women-Owned Small Business	j.poe@carolinaenvironmentalcontracting.com		Email	Sent
5/8/19	Carri Perkins	Carolina Guardrail,LLC	Federal SDB,SC - South Carolina DOT (DBE)(SBE) / South Carolina UCP (DBE)(SBE)	carri@carolinaguardrail.com		Email	Sent
5/8/19	Shem Jordan	Carolina Wrecking, Inc.	SC - City of Columbia (LBE)	sjordan@carolinawrecking.com		Email	Sent
5/8/19	Cynda Kent	Carpets of America	MBE - Other (Legacy)	c.kent@carpetsofamericagroup.com		Email	Sent
5/8/19	Brandon Geoffrey	CCI Services LLC	Federal WOSB - Women-Owned Small Business	brandon@cciga.com		Email	Sent
5/8/19	Manuel Quilli	Central Florida Construction Walls, Inc.	Federal MBE Hispanic - National Minority Supplier Development Council,Federal WOSB ,Federal SBE	cflconst@gmail.com		Email	Sent
5/8/19	Antoine Wiley	Certified Roofing & Gutters	Federal SDVOSB - Service Disabled Veteran Owned Business,SBE - DBE,MBE - Black	antoine_wiley@yahoo.com		Email	Sent
5/8/19	Robert Chaplin	Chaplin and Sons Clearing and Demolition	Federal WOSB - Women-Owned Small Business	chaplinandsons@aol.com		Email	Sent
5/8/19	Kim Mull	Charles Hill Electrical Contracting, Inc	Federal SBE - (DBE) - Legacy iSqFt value,Federal WOSB - Women-Owned Small Business	chillelectric@windstream.net		Email	Sent
5/8/19	Billy Lewis	Charles Lane Construction	Federal WOSB - Women-Owned Small Business	blewis4410@aol.com		Email	Sent
5/8/19	Toby Montgomery	Charleston Concrete Design	SC - Charleston County (SBE)	tobyconcrete@yahoo.com		Email	Sent
5/8/19	Chad Nobles	Cherokee, Inc.	SC - City of Columbia (LBE)	cnobles@cherokee-sc.com		Email	Sent
5/8/19	James Ogden	Cheyenne Steel Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	jnoiv@bellsouth.net		Email	Sent
5/8/19	Roy Shanklin	Chrisellie Corp.	Federal SDB - Small Disadvantaged Business	superiorsm@att.net		Email	Sent
5/8/19	Dan Nuetzel	City Wide Insulation	Federal SDB - Small Disadvantaged Business	dnuetzel2@att.net		Email	Sent
5/8/19	Frank Trent	Clifton Construction Inc	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	franktrent@cliftonconstruction.com		Email	Sent
5/8/19	CRAIG CARPENTER	Clifton Construction Inc	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	clifconcbc@aol.com		Email	Sent
5/8/19	Mike Carros	CMC Carros Metal Concepts Inc	Federal SDB - Small Disadvantaged Business	mike@carrosmetal.com		Email	Sent
5/8/19	Robert McWilliams	Columbia Cooling & Heating Co., Inc.	Federal SB - Small Business Enterprise,SC - City of Columbia (LBE)	rmcwilliams@columbiacooling.com		Email	Sent
5/8/19	Kumar Kapersaud	Communication Access Service, Inc.	Federal MBE Asian-Pacific - National Minority Supplier Development Council	kumar@casi1.com		Online Only (F	Sent
5/8/19	Dawn Ingram	Control Concepts	Federal SDB - Small Disadvantaged Business	dingram@intreo.com		Email	Sent
5/8/19	Ed Reamer	Control Management	Federal SDVOSB - Service Disabled Veteran Owned Business	edr@controlmanagement.com		Email	Sent
5/8/19	Emory Kimrey	Cooper Electrical Construction	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB	emory.kimrey@coopereic.com		Email	Sent
5/8/19	Tricia Shingler	Copeland Commercial Drywall LLC	Federal WOSB - Women-Owned Small Business	tricia@copelanddrywall.com		Online Only (F	Sent
5/8/19	Tony Nelson	Corporate Environments of Georgia, Inc.	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business		4046794341	Fax	Failed
5/8/19	John McVeigh	CR Hipp Construction Inc	SC - State of South Carolina, SMBCC (MBE)	john.mcveigh@crhippconstruction.com		Email	Sent
5/8/19	Kevin Monk	Custom Controls Unlimited, Inc.	Federal WOSB - Women-Owned Small Business	kevin.monk@ccuinc.com		Email	Sent
5/8/19	Hamp Covington	Cyclone Land Development Co.	Federal SDB - Small Disadvantaged Business	hamp@cycloneland.com		Email	Sent
5/8/19	Donna Crumpton	D & T Steel	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	sam@dtsteelinc.com		Email	Sent
5/8/19	Dustin Sutton	DCS Electrical Services	SC Mechanical Certificate,USA Navy	suttondu@yahoo.com		Email	Sent
5/8/19	David Shoemaker	Diversified Construction Specialties, LLC	Federal WOSB - Women-Owned Small Business	davidcshoemaker@gmail.com		Email	Sent
5/8/19	Angie Hawkins	Division10 Distribution LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	ahawkins@div10d.com		Email	Email serve
5/8/19	Christie Dougherty	Dixie Contract Carpet	Federal SDVOSB, SDB, VOSC, SBE	cdougherty@dixiecc.com		Email	Sent
5/8/19	william culp	Dumas Manufacturing	Federal SDVOSB, SDB, VOSC, SBE	dumas@tds.net		Online Only (F	Sent
5/8/19	Chris Rhyne	E. Luke Greene Co., Inc.	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	rhino@elukegreene.com		Email	Sent
5/8/19	Jason Goff	East Coast Construction Services, LLC	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	jasongoff@me.com		Online Only (F	Sent
5/8/19	Derrick Sanders	East Coast Drainage Systems	Federal HUBZone, WOSB	derrick@eastcoastdrainagesystems.com		Email	Sent
5/8/19	chris solorz	EcxTeam LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	chris.s@ecxteam.com		Email	Sent
5/8/19	Walker Emmett	EE&G	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	wemmett@eeandg.com		Email	Sent
5/8/19	Craig Nelson	EGM Services, Inc.	Federal MBE Black - National Minority Supplier Development Council	craig.nelson@egmatlanta.com		Email	Sent
5/8/19	Avi Levy	Envirological Engineering, Inc	Federal SDB - Small Disadvantaged Business,Federal SB - Small Business Enterprise,Federal 8(a)	avi@elabatement.com		Email	Sent
5/8/19	Garret Stabler	Evergreen Medical Services, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	garret.stabler@evergreenmedical.com		Email	Sent
5/8/19	Clarence Booker	Extract Commercial Flooring	Federal VOSB - Veteran Owned Small Business,Federal SDB - Small Disadvantaged Business	extractcommercialflooring@yahoo.com		Email	Sent
5/8/19	charlie allsopp	first petroleum services	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	callsopp@firstpetroleumservices.com		Email	Sent

5/8/19	Anita Brack	FloorChem Inc.	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	floorchem@aol.com		Email	Sent
5/8/19	Ashley Lopez	Florida Contract Automated Shading (FCAS)	Federal WOSB - Women-Owned Small Business	floridacontractestimating@gmail.com		Online Only (C	Sent
5/8/19	Sammy Johnson	Formco, Inc.	Federal WOSB - Women-Owned Small Business,Federal SDB	formco@frontier.com		Email	Sent
5/8/19	Hassan Hammoud	Four Seasons Air Systems, Inc.	Federal WOSB - Women-Owned Small Business	estimating@fourseasonsas.com		Email	Sent
5/8/19	Johnny Berdeau	Fowler Electrical Contractors Inc.	Federal WOSB - Women-Owned Small Business	johnberdeau@ncrrbiz.com		Online Only (C	Sent
5/8/19	Rod Powell	Frazier Service Company, Inc.	Federal SDVOSB - Service Disabled Veteran Owned Business	rpowell@frazierservicecompany.com		Email	Sent
5/8/19	Jim Freeman	Freeman Landscape, Inc.	Federal SDB, WOSB	jim@freemanlandscape.com		Email	Sent
5/8/19	Craig White	GC&E Systems Group	Federal SDVOSB,Federal SDB,Federal VOSB	craig_white@georgiacable.com		Email	Sent
5/8/19	Diane Mitchell	Gira Steel	Federal SDB, HUBZone, WOSB, MBE Asian-Indian SB,SC - South Carolina DOT (DBE) / SC UCP (DBE),SC - City of Columbia (LBE)	diane@girasteel.com		Email	Sent
5/8/19	Pedro Giralt	Giralt Enterprises, Inc.	Federal SDVOSB, VOSB, SDB, MBE HISPANIC	gei2@earthlink.net		Email	Sent
5/8/19	Travis Collins	Glasstec	SC - State of South Carolina, SMBCC (MBE),SC - Charleston County (SBE)	tdcollins@sccoast.net		Email	Sent
5/8/19	Allen Varner	Gleaton Floor Covering	Federal SDVOSB - Service Disabled Veteran Owned Business	gleatonfloor@sc.rr.com		Email	Sent
5/8/19	paul golden	golden & golden inc	Federal HUD - Section 3 Business Registry	pgolden26@yahoo.com		Email	Sent
5/8/19	Daniel Dippel	Gregory Electric Company, Inc	SC - City of Columbia (LBE)	ddippel@gregoryelectric.com		Online Only	Sent
5/8/19	Mike Wrinkle	Gunby Construction Co	Federal MBE Hispanic - National Minority Supplier Development Council,GA - Georgia DOT / Georgia State UCP	mwrinkle@gunbyco.com		Email	Sent
5/8/19	Jason Prouse	Hammer Construction, LLC	Federal SB,Federal SDB,Federal WOSB ,Federal MBE Asian-Pacific - National Minority Supplier Development Council	jason@hammerllc.com		Email	Sent
5/8/19	Nichole Pellegrini	Helms Exteriors Inc.	Federal SDB - Small Disadvantaged Business	helmsstucc@aol.com		Email	Sent
5/8/19	Todd Reed	Henry Plumbing Co., Inc.	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE)	todd.reed@henryplumbing.net		Email	Sent
5/8/19	Richard Evans	Housing Associates	Federal SDVOSB - Service Disabled Veteran Owned Business,Federal VOSB	richard@housingassociates.com		Email	Sent
5/8/19	Melissa Hurd	Hurd Management Group	Federal SB - Small Business Enterprise,Federal WOSB, Federal SDB	info@eommgmt.com		Email	Sent
5/8/19	Otis Sams	ICN (Integrated Communication Networks)	SBE - Disadvantaged Business Enterprise (DBE)	osams@icnpros.com		Email	Sent
5/8/19	Joanne Grant	Industrial Flooring Specialists	Federal WOSB - Women-Owned Small Business	epoxy@floorcure.com		Email	Sent
5/8/19	Stan Rudd	Intercoastal Marine	Federal SB - Small Business Enterprise,NC - North Carolina DOT (SBE)	stan@imofnc.com		Email	Sent
5/8/19	Robyn Hays	iSqFt	Federal WOSB - Women-Owned Small Business		8645944084	Fax	Failed
5/8/19	Bill Matheson	J T Yates Electric Service Inc.	Federal HUBZone - HUB Zone Certification	estimator@jtyateselectric.com		Email	Sent
5/8/19	Ricky Ellington	J. M. Clayton Co.	Federal HUBZone, SDB, SDVOSB, VOSB	rellington@jmcclayton.net		Email	Sent
5/8/19	Kaye Wilson	J.R. WILSON CONSTRUCTION CO., INC.	Federal HUBZone - HUB Zone Certification	kwjrwilson@yahoo.com		Email	Sent
5/8/19	Heath Clark	Johns and Kirksey, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	heath@johnskirksey.com		Email	Sent
5/8/19		Jones Glass, Inc.	Federal WOSB - Women-Owned Small Business	jgi@jonesglassinc.com		Email	Sent
5/8/19	Lout Tran	Jones Glass, Inc.	Federal WOSB - Women-Owned Small Business	ltran@jonesglassinc.com		Email	Sent
5/8/19	Michael Jones	Jones Glass, Inc.	Federal WOSB - Women-Owned Small Business	estimating@jonesglassinc.com		Email	Sent
5/8/19	John Rocan	JR Mechanical, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	jrocan@jrmechanical1.com		Email	Sent
5/8/19	Todd Foster	JSC Systems, Inc.	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	t.foster@jscsystems.net		Email	Sent
5/8/19	CJ RAGEY	K & K Design, inc.	Federal SB, SBD, SDVOSB, VOSB, WOSB	cjragey@kkdesign.us		Email	Sent
5/8/19	Jeff Farrar	Keane Fire & Safety Equipment Co. Inc.	Federal WOSB - Women-Owned Small Business	jfarrar@keanefire.com		Email	Sent
5/8/19	Phil Klote	Kenpat USA, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	estimating@kenpat-usa.com		Email	Sent
5/8/19	mark dial	knight construction & associates	Federal SB - Small Business Enterprise	mdial@knightconstructionga.com		Email	Sent
5/8/19	Bert Hardwick	L.E. Schwartz and Son, Inc.	Federal SDB - Small Disadvantaged Business	bhardwick@leschwartz.com		Email	Sent
5/8/19	erick Ianier	Ianier erectors	Federal MBE Black - National Minority Supplier Development Council	erick_ianier@hotmail.com		Email	Sent
5/8/19	David Dillard	Lewis Contracting Services,LLC	Federal SDB - Small Disadvantaged Business	ddillard@lewiscontractingservices.com		Email	Sent
5/8/19	Danny Dew	Lexington Landscape & Nursery, LLC	Federal SDVOSB - Service Disabled Veteran Owned Business,Federal SDB,Federal SB,Federal VOSB	dannydew1@aol.com		Email	Sent
5/8/19	Donald Richard	LND Mechanical LLC	Federal SDVOSB - Service Disabled Veteran Owned Business,Federal VOSB - Veteran Owned Small Business,Federal WOSB	info@lndmechanical.com		Online Only (F	Sent
5/8/19	Lisa Markus	Martin Landscaping Co., Inc.	Federal SDB - Small Disadvantaged Business, SC - South Carolina DOT (DBE)(SBE) / South Carolina UCP (DBE)(SBE)	martinlandscaping@rocketmail.com		Email	Sent
5/8/19	John Barber	Master Steel	Federal SDB, Federal WOSB,Federal SBE	jbarber@master-steel.net		Email	Sent
5/8/19	Priscilla Stephens	Master Steel	Federal SDB, Federal WOSB,Federal SBE	pstephens@master-steel.net		Email	Sent
5/8/19	Dan Lloyd	Master Steel	Federal SDB, Federal WOSB,Federal SBE	dlloyd@master-steel.net		Email	Sent
5/8/19	Billy Pope	Met-Con	Federal SB - Small Business Enterprise,Federal VOSB - Veteran Owned Small Business	bjp@metconinc.com		Online Only (C	Sent
5/8/19	Gary Fowler	Mid Atlantic Erosion Control, Inc.	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	gary@maerosion.com		Email	Sent
5/8/19	Herman Middleton III	Middleton's Painting Next Generation	Federal MBE Black - National Minority Supplier Development Council,SC - State of South Carolina, SMBCC (MBE)	mpng2014@gmail.com		Email	Sent
5/8/19	Daniel H. Frazier	Multi-Graphics Incorporated	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	82dabn@multigraphicsinc.com		Online Only (F	Sent
5/8/19	Debra Corley	Multi-Graphics Incorporated	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	stephanie@mginc2965.com		Email	Sent
5/8/19	Dan Frazier II	Multi-Graphics Incorporated	Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	danfrazier@multigraphicsinc.com		Email	Sent
5/8/19	CLAY SCOTT	MWEC	Federal SB - Small Business Enterprise,Federal VOSB - Veteran Owned Small Business	cscott@mwec.biz		Email	Sent
5/8/19	Daniil Kara	National Elevator Supply Inc.	Federal WOSB	dkara.nesi@mindspring.com		Email	Sent
5/8/19	Shane Bowers	O'CAIN CONSTRUCTION COMPANY, INC.	Federal HUBZone - HUB Zone Certification	shane@ocainconstruction.com		Email	Sent

5/8/19	Mitchell Hudson	Ogeechee Steel	Federal MBE Native American - National Minority Supplier Development Council,Federal WOSB	mhudson@ogeecheesteel.com		Online Only (F	Sent
5/8/19	Brandi Perossa	Ogeechee Steel	Federal MBE Native American - National Minority Supplier Development Council,Federal WOSB	bperossa@ogeecheesteel.com		Email	Sent
5/8/19	Brook Clements	Ogeechee Steel	Federal MBE Native American - National Minority Supplier Development Council,Federal WOSB	bclements@ogeecheesteel.com		Email	Sent
5/8/19	Mark Fairman	P & D Architectural Precast, Inc.	Federal WOSB - Women-Owned Small Business	markfairman491@gmail.com		Email	Sent
5/8/19	Phillip Lanier	P and TL Inc. - Erosion Control	Federal SDB - Small Disadvantaged Business,Federal SB - Small Business Enterprise,NC - City of Charlotte (SBE)	pandtl1@gmail.com		Email	Sent
5/8/19	Greg Dills	PAGE Power Systems, Inc.	Federal HUBZone - HUB Zone Certification,NC - City of Charlotte (SBE)	greg@pagepowersystems.com		Email	Sent
5/8/19	Thomas Hendricks	Palmetto Gunitite Construction Co., Inc.	SC - Charleston County (SBE)	tommypalmettogunitite@gmail.com		Online Only	Sent
5/8/19	Lisa Hamilton	Palmetto Metal Products, Inc.	SC - Charleston County (SBE)	lhamilton@palmettometalproducts.com		Email	Sent
5/8/19	Willie Patterson	PatCon Industries	SC - State of South Carolina, SMBCC (MBE),SC - City of Columbia (LBE)	patconindustries@gmail.com		Email	Sent
5/8/19	Rob Stewart	Penco Electrical Contractors, Inc.	Federal WOSB - Women-Owned Small Business,GA - Georgia DOT / Georgia State UCP	rstewart@pencoelectric.com		Online Only (C	Sent
5/8/19	Jonathon Slate	Polished Maintenance	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB	jonathon@polishedmaintenance.com		Email	Sent
5/8/19	Hiram McGee	Precision Fire Solutions LLC.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	bmcgee@precisionfiresolutions.com		Email	Sent
5/8/19	Kelly McKay	Precision Fire Systems	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE),SC - Charleston County (SBE)	kelly@precisionfiresys.com		Email	Sent
5/8/19	Josh Amon	Preferred Sources, Inc	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	joshamon@preferredsources.com		Online Only (F	Sent
5/8/19	kimberly blouin	Premiere Communications	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	k.blouin@premiere-inc.com		Email	Sent
5/8/19	Willie Goad	Preston Geotechnical Consultants, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	wgoad@prestongeo.com		Email	Sent
5/8/19	willie goad	Preston Geotechnical Consultants, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal WOSB - Women-Owned Small Business	wgoad@prestongeo.com		Email	Sent
5/8/19	Jeff Sutton	Proven Products, Inc.	Federal SB - Small Business Enterprise	info@provenproductsinc.com		Email	Sent
5/8/19	Jessie Pruet	Pruett Air Conditioning Co.	Federal HUBZone - HUB Zone Certification	pac@pruettac.com		Online Only (F	Sent
5/8/19	Susie Jones	Purpose Driven Seeding & Mulching Inc.	MBE - Native American - Legacy iSqFt value	purpose.driven06@yahoo.com		Email	Sent
5/8/19	Lynn Andresen	Queen City Waterproofing	SC - Charleston County (SBE)	queencitywaterproofing@yahoo.com		Email	Sent
5/8/19	Leroy Raymond	Raymond Electrical	Federal 8(a) - Section 8(a) Certified	jlraymon@bulloch.net		Email	Sent
5/8/19	Tim Potter	Reserve Electrical Services	Federal SDVOSB,SC - Charleston County (SBE),Federal VOSB - Veteran Owned Small Business	tpotter@reserveelectricalservices.com		Email	Sent
5/8/19	Scott Simmons	RICHARDSON CONSTRUCTION	SC - City of Columbia (LBE)	estimator@richdirt.com		Email	Sent
5/8/19	Kealon Nix	S&L Integrated Systems	Federal SB - Small Business Enterprise,Federal HUBZone - HUB Zone Certification	kealonn@slintegrated.com		Email	Sent
5/8/19	Blake Vaughn	Savannah Construction and Preservation	Federal WOSB - Women-Owned Small Business,GA - Georgia DOT / Georgia State UCP	blake@savannah-construction.com		Email	Sent
5/8/19	Anne Forrest	Seacoast Supply	Federal WOSB ,South Carolina Dept. of Transportation, GA DOT / GA UCP,SC DOT (DBE) / SC UCP (DBE),SC - Charleston County (SBE)	aforrest@seacoastsupplysc.com		Email	Sent
5/8/19	Eddie James	Seed Slingers	SC - Charleston County (SBE)	eddie@seedslingers.com		Email	Sent
5/8/19	Kristi Clevenger	Seismic Control & Isolation, Inc.	Federal WOSB - Women-Owned Small Business,NC - City of Charlotte (SBE) ,NC - North Carolina HUB (SWUC) - WBE	kristi@seismiccontrol.com		Email	Sent
5/8/19	Aaron Murray	Service Lock and Door LLC	Federal SBE, Federal SDB,Federal SDVOSB,Federal VOSB		4072861114	Fax	Failed
5/8/19	Kraig Brugger	SHEALY ELECTRICAL WHOLESALERS, a division of Bord	Federal SB - Small Business Enterprise	kbrugger@borderstates.com		Email	Sent
5/8/19	Keith Seal	Siboney Contracting Co	Federal MBE Hispanic - National Minority Supplier Development Council		5616307330	Fax	Failed
5/8/19	Mike Doss	Simco Interiors, Inc	Federal WOSB - Women-Owned Small Business	mdoss@simcointeriors.com		Email	Sent
5/8/19	David McGhee	Sitec LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	david.sitec@comcast.net		Email	Sent
5/8/19	Fred Hill	South Fulton Landscape & Nursery	MBE - Black - Legacy iSqFt value,GA - City of Atlanta (AABE),GA - City of Atlanta (SBE)	sfnursery@bellsouth.net		Email	Sent
5/8/19	John A. Dou	Southern Paint & Waterproofing Co., Inc.	Federal WOSB - Women-Owned Small Business,NC - North Carolina HUB (SWUC) - WBE	john@spwcinc.com		Email	Sent
5/8/19	Dara Threatt	Southern Woodwork, LLC	Federal SDB - Small Disadvantaged Business	dara@southernwoodworkllc.com		Email	Sent
5/8/19	Anthony Sinkler	Southern Woodwork, LLC	Federal SDB - Small Disadvantaged Business	anthony@southernwoodworkllc.com		Email	Sent
5/8/19	Rodney Sterling	Spectra Contract Flooring	Federal HUBZone - HUB Zone Certification	rodney.sterling@spectracf.com		Email	Sent
5/8/19	Laurie Pearsey	Staff Authority LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	lpearsey@staffauthority.com		Email	Sent
5/8/19	Rebecca Gernetzke	Statiflo Corp	Federal 8(a), HUBZone, MBE Asian-Indian - NMSDC, Federal MBE Black, SDVOSB ,Federal VOSB,Federal WOSB	rebeccagernetzke@statiflocorp.com		Email	Sent
5/8/19	Leslie Shinn	Steel Erectors Inc	Federal WOSB - Women-Owned Small Business,GA - City of Savannah (MWBE)	leslie@steelerectorsinc.com		Email	Sent
5/8/19	Michael Parnell	Structural Steel of Carolina	Federal WOSB - Women-Owned Small Business,MBE - Other (Legacy),NC - North Carolina HUB (SWUC) - WBE	tingold@steelofcarolina.com		Email	Sent
5/8/19	David Madden	Superior Water Services, Inc.	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business,Federal SDVOSB, Federal VOSB	dmadden@superiorwatr.com		Email	Sent
5/8/19	Ben Sayre	TerraFirm Construction Company, LLC	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	bsayre@terrafirmconstruction.com		Email	Sent
5/8/19	Colby Hardison	The Albritton Company, Inc	Federal SB - Small Business Enterprise,Federal SDB - Small Disadvantaged Business	estimator@albrittoncompany.com		Email	Sent
5/8/19	Steve Cross	Tobin Construction, LLC	Federal WOSB - Women-Owned Small Business,MBE - Other (Legacy)	steve@tobinconstruction.us		Email	Sent
5/8/19	Kim Howell	Valdosta Mechanical Co., Inc.	Federal 8(a) - Section 8(a) Certified	kim@valdostamechanical.net		Online Only (C	Sent
5/8/19	KAREN SMITH	W. P. Law, Inc.	SC - City of Columbia (LBE)	karen@wplawinc.com		Online Only	Sent
5/8/19	Frank Warner	Warner Construction Services	Federal SDB - Small Disadvantaged Business,GA - Georgia DOT / Georgia State UCP,Federal HUD 3	warnerconstructionservices@gmail.com		Email	Sent
5/8/19	Leslie watford	WATFORD TILE	SC - City of Columbia (LBE)	watfordtile@aol.com		Email	Sent
5/8/19	Steve Baker	WATFORD TILE	SC - City of Columbia (LBE)	stevewti@aol.com		Email	Sent
5/8/19	Jesse Watson	Watson Wood Works	Federal SB - Small Business Enterprise	jessewatson@watsonwood.com		Email	Sent

MINORITY DISADVANTAGED SMALL BUSINESS ENTERPRISE BID INVITATION LOG

sent via isqft by Paul S. Akins Company, Inc. for IFB#052819, Beaufort County Government Complex New Office Building

Date Sent	Sent To	Company Name	Minority and Disadvantaged Affiliations	Email	Fax	Sent Via	Sent Status
5/8/19	Chad Dunham	3-Way Electric, LLC.	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE)	3waychaddunham@hargray.com		Email	Sent
5/8/19	Luke Shurling	ADRS Services inc DBA ABC Crushing	GA - Georgia DOT / Georgia State UCP	luke@abccrushing.com		Online Only	Sent
5/8/19	Stan Odle	AllSource Construction Specialties	MBE - Other (Legacy)	sodle@allsourcespecialties.com		Email	Sent
5/8/19	Tyrone Atkinson	ATK Paving Inc	MBE - Other (Legacy),GA - City of Savannah (MWBE)	groundworkscontracting@gmail.com		Email	Sent
5/8/19	Wayne Poynter	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	wpoynter@amc-corp.us		Email	Sent
5/8/19	James Padgett	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jpadgett@amc-corp.us		Email	Sent
5/8/19	Heather Vinas	Atlantic Meridian Contracting Corporation	MBE - Other (Legacy),GA - Georgia DOT / Georgia State UCP,GA - SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)		9123301179	Fax	Sent
5/8/19	Donna Davenport	ATS Drilling Inc	MBE - Other (Legacy)	donnad@atsdrilling.com		Email	Sent
5/8/19	Bobby Adams	B&B Demolitiion and Contractors, Inc.	GA - Georgia DOT / Georgia State UCP,GA - City of Savannah (MWBE)	bandbdemolition@gmail.com		Email	Sent
5/8/19	Tina Galbreath	Blue, Inc.	GA - City of Savannah (MWBE)	tina.blueinc@yahoo.com		Email	Sent
5/8/19	Mitchell Sailors	Bone Dry Roofing	SC - Charleston County (SBE)	msailors@bonedryroofing.net		Online Only	Sent
5/8/19	Eric Bray	Bone Dry Roofing	SC - Charleston County (SBE)	ebray@bonedryroofing.net		Email	Sent
5/8/19	Gloria Meyer	BOSCO Contracting Group	Georgia Minority Supplier Development Council,Women's Business Enterprise National Council (WBENC),Federal WOSB	gmeyer@boscocontracting.com		Email	Sent
5/8/19	Kristie Collins	Bullzeye Equipment & Supply	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)(SBE)	kcollins@bullzeyeequipment.com		Email	Sent
5/8/19	David Riley	C.R. JACKSON	SC - City of Columbia (LBE)	driley@crjackson.com		Email	Sent
5/8/19		C.S. Hurd Electrical	GA - City of Savannah (MWBE)	info@cshurd.com		Email	Sent
5/8/19	David Harwood	C.S. HURD ELECTRICAL CONTRACTING	GA - City of Savannah (MWBE)	dharwood@cshurd.com		Email	Sent
5/8/19	Shem Jordan	Carolina Wrecking, Inc.	SC - City of Columbia (LBE)	sjordan@carolinawrecking.com		Email	Sent
5/8/19	Cynda Kent	Carpets of America	MBE - Other (Legacy)	c.kent@carpetsofamericagroup.com		Email	Sent
5/8/19	Sheri Carroll	Carroll & Carroll, Inc.	GA - Georgia DOT / Georgia State UCP,GA - City of Savannah (MWBE)	sheric@cacasphault.com		Online Only	Sent
5/8/19	Toby Montgomery	Charleston Concrete Design	SC - Charleston County (SBE)	tobyconcrete@yahoo.com		Email	Sent
5/8/19	Chad Nobles	Cherokee, Inc.	SC - City of Columbia (LBE)	cnobles@cherokee-sc.com		Email	Sent
5/16/19	Donnie Rushing	Coastal Canvas Products Co., Inc.	GA - City of Savannah (MWBE)	drushing@coastalcanvas.net		Email	Sent
5/8/19	Colin Conway	Concrete Busters of GA, Inc.	GA - Georgia DOT / Georgia State UCP	colin@concretebustersinc.com		Email	Sent
5/8/19	jet cox	Cox Creative Product & Construction, Inc.	GA - Georgia DOT / Georgia State UCP	j.cox@ccpandcinc.com		Email	Sent
5/8/19	John McVeigh	CR Hipp Construction Inc	SC - State of South Carolina, SMBCC (MBE)	john.mcveigh@crhippconstruction.com		Email	Sent
5/8/19	Donna Crumpton	D & T Steel	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	sam@dtsteelinc.com		Email	Sent
5/8/19	Dustin Sutton	DCS Electrical Services	SC Mechanical Certificate,USA Navy	suttondu@yahoo.com		Email	Sent
5/8/19	tiffinie deal	DFH & Associates, LLC	WBE - Women's Business Enterprise -City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	tiffinie@dfhassoc.com		Email	Sent
5/8/19	john humphries	DFH & Associates, LLC	WBE - Women's Business Enterprise -City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	john@ccandm.net		Email	Sent
5/8/19	Rickey Slingluff	Division Two Contracting	GA - City of Savannah (MWBE)	div-2@comcast.net		Email	Sent
5/8/19	EARNEST WRIGHT, Jr.	ECONOMY MASONRY	GA - Georgia DOT / Georgia State UCP,GA - City of Savannah (MWBE)	economymasonry@ymail.com		Email	Sent
5/8/19	Jacob Edwards	Edwards Construction Group	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jedwards@edwardsconstructiongroup.com		Email	Sent
5/8/19	Michael Grafton	Fabcon	GA - City of Savannah (MWBE)	michael@fabcondesigns.com		Email	Sent
5/8/19	Christian Amouroux	Flintstone Pavers	GA - Fulton County (M/FBE),GA - Georgia DOT / Georgia State UCP	christian@flintstonepavers.com		Email	Sent
5/8/19	ann helms	fogels fine floors	GA - Georgia DOT / Georgia State UCP	fogels@juno.com		Email	Sent
5/8/19	Travis Collins	Glasstec	SC - State of South Carolina, SMBCC (MBE),SC - Charleston County (SBE)	tdcollins@scoast.net		Email	Sent
5/8/19	John Glover	Glover's Masonry	GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	gloversmasonry@yahoo.com		Email	Sent
5/8/19	Teresa Bright	GPK, LLC	GA - Georgia DOT / Georgia State UCP	tbright@gpkconstructiongroup.com		Email	Sent
5/8/19	Justin Vance	Great Southern Recreation	WBE - Women's Business Enterprise - Legacy iSqFt value	justin@greatsouthernrec.com		Email	Sent
5/8/19	Daniel Dippel	Gregory Electric Company, Inc	SC - City of Columbia (LBE)	ddippel@gregoryelectric.com		Online Only	Sent
5/8/19	Gregory Griffin	Griffin Specialty Contracting, Inc.	GA - Georgia DOT / Georgia State UCP	griffinspecialty@aol.com		Email	Sent
5/8/19	Tonya Reed	Henry Plumbing Co., Inc.	GA - City of Savannah (MWBE)	tonya.reed@henryplumbing.net		Email	Sent
5/8/19	Brad Bates	Herndon, Incorporated	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	bbates@herndoninc.com		Email	Sent
5/8/19	Otis Sams	ICN (Integrated Communication Networks)	SBE - Disadvantaged Business Enterprise (DBE)	osams@icnpros.com		Email	Sent
5/8/19	Julie Hines	Illini Drilled Foundations, Inc.	Women's Business Enterprise National Council (WBENC)	julie@illinidrilling.com		Email	Sent
5/8/19	Greg Bryson	J & M Roofing	GA - Georgia DOT / Georgia State UCP	gregbryson@yahoo.com		Email	Sent
5/8/19	Jerrold Corbett	J. Corbett Enterprise	GA - Georgia - Department of Administrative Services (DOAS) - (MBE),GA - Georgia DOT / Georgia State UCP	jcorbettenterprise@gmail.com		Email	Sent
5/8/19	Todd Foster	JSC Systems, Inc.	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	t.foster@jscsystems.net		Email	Sent

Date Sent	Sent To	Company Name	Minority and Disadvantaged Affiliations	Email	Fax	Sent Via	Sent Status
5/8/19	Kelvin Epps	Kelvin Epps Painting Co	GA - Georgia DOT / Georgia State UCP		4787450230	Fax	Failed
5/8/19	Bob Klein	Klein Contracting	WBE - Women's Business Enterprise - Legacy iSqFt value	robert@kleincontracting.com		Email	Sent
5/8/19	Susan Taylor	Landscape Design of Goldsboro	WBE - Women's Business Enterprise - Legacy iSqFt value,NC - North Carolina DOT (SBE),NC - North Carolina HUB (SWUC) - WBE	susan@ldigoldsboro.com		Email	Sent
5/8/19	McLaughlin Tile	McLaughlin Tile	NC - North Carolina HUB (SWUC) - Black	mctile.pro@gmail.com		Email	Sent
5/8/19	David Jenkins	Mock Plumbing & Mechanical, Inc.	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	davidj@mocksavannah.com		Email	Sent
5/8/19	Daniel Tucker	Mock Plumbing & Mechanical, Inc.	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)		9122326284	Fax	Sent
5/8/19	Jamie Davis	Mock Plumbing & Mechanical, Inc.	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jamied@mocksavannah.com		Email	Sent
5/8/19	Nash Nance	Nance Industries	Women's Business Enterprise National Council (WBENC),Federal WOSB - Women-Owned Small Business	nash.nance@nancecarpet.com		Email	Sent
5/8/19	Tommy J Jones	NuAir Conditioning	GA - Georgia DOT / Georgia State UCP	nuair8@gmail.com		Email	Sent
5/8/19	Bid Ochoa	Ochoa Construction	GA - City of Atlanta (HABE),GA - Georgia DOT / Georgia State UCP,GA - Fulton County (M/FBE)	bid@ochoaconstruction.com		Email	Sent
5/8/19	Serena Johnston	Option Signs and Environmental Graphics	GA - City of Atlanta (FBE),GA - Georgia DOT / Georgia State UCP	johnston@optionsigns.com		Email	Sent
5/8/19	Thomas Hendricks	Palmetto Gunitite Construction Co., Inc.	SC - Charleston County (SBE)	tommypalmettogunitite@gmail.com		Online Only	Sent
5/8/19	Lisa Hamilton	Palmetto Metal Products, Inc.	SC - Charleston County (SBE)	lhamilton@palmettometalproducts.com		Email	Sent
5/8/19	Willie Patterson	PatCon Industries	SC - State of South Carolina, SMBCC (MBE),SC - City of Columbia (LBE)	patconindustries@gmail.com		Email	Sent
5/8/19	Kelly McKay	Precision Fire Systems	SC - South Carolina DOT (SBE) / South Carolina UCP (SBE),SC - Charleston County (SBE)	kelly@precisionfiresys.com		Email	Sent
5/8/19	Susie Jones	Purpose Driven Seeding & Mulching Inc.	MBE - Native American - Legacy iSqFt value	purpose.driven06@yahoo.com		Email	Sent
5/8/19	Lynn Andresen	Queen City Waterproofing	SC - Charleston County (SBE)	queencitywaterproofing@yahoo.com		Email	Sent
5/8/19	Rusty Noegel	Regan Tile dba Master Craft Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value,GA - City of Savannah (MWBE)	rusty@mastercraftflooring.net		Email	Sent
5/8/19	Tim Regan	Regan Tile dba Master Craft Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value,GA - City of Savannah (MWBE)	tim@mastercraftflooring.net		Email	Sent
5/8/19	charles sharpe	Regan Tile dba Master Craft Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value,GA - City of Savannah (MWBE)	csharpe@mastercraftflooring.net		Email	Sent
5/8/19	Scott Simmons	RICHARDSON CONSTRUCTION	SC - City of Columbia (LBE)	estimator@richdirt.com		Email	Sent
5/8/19	HOLLY COPELAND	ROOFING PROFESSIONALS INC	GA - City of Savannah (MWBE)	hcopeland@rpiroof.com		Online Only	Sent
5/8/19	Ted Deaton	ROOFING PROFESSIONALS INC	GA - City of Savannah (MWBE)	tdeaton@rpiroof.com		Email	Sent
5/8/19	ANTONIO BROWN	SABE, Inc.	GA - City of Savannah (MWBE),GA - Georgia DOT / Georgia State UCP	sabrown1974@bellsouth.net		Email	Sent
5/8/19	Jonathan Hall	scDataCom,LLC	GA - City of Savannah (MWBE),Federal WOSB - Women-Owned Small Business	jonathan.hall@scdatacom.net		Email	Sent
5/8/19	Eddie James	Seed Slingers	SC - Charleston County (SBE)	eddie@seedslingers.com		Email	Sent
5/8/19	Jonathan Bray	SHC Roofing, Inc.	Georgia Minority Supplier Development Council	jonathan@shcroofing.com		Email	Sent
5/8/19	Jessica Senn	SHC Roofing, Inc.	Georgia Minority Supplier Development Council	jessica@shcroofing.com		Email	Sent
5/8/19	Stacey Jones	SHC Roofing, Inc.	Georgia Minority Supplier Development Council	stacey@shcroofing.com		Email	Sent
5/8/19	David McGhee	Sitec LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	david.sitec@comcast.net		Email	Sent
5/8/19	Fred Hill	South Fulton Landscape & Nursery	MBE - Black - Legacy iSqFt value,GA - City of Atlanta (AABE),GA - City of Atlanta (SBE)	sflnursery@bellsouth.net		Email	Sent
5/8/19	Ed Seale	Sports Equipment & Flooring	WBE - Women's Business Enterprise - Legacy iSqFt value	robby@sportsfloorsonline.com		Email	Sent
5/8/19	John Cronin	Spring Precast, LLC	GA - Georgia DOT / Georgia State UCP, SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	jcronin@springprecast.com		Email	Sent
5/8/19	Laurie Pearsey	Staff Authority LLC	SC - South Carolina DOT (DBE) / South Carolina UCP (DBE)	lpearsey@staffauthority.com		Email	Sent
5/8/19	Shirley Stokes	Stokes Masonry	GA - City of Savannah (MWBE)	sales@stokes-masonry.com		Online Only	Sent
5/8/19	MELODE CONNER	SUPERIOR EXCAVATION CONTRACTORS	GA - City of Savannah (MWBE)	wayneconner@superiorexcavation.net		Email	Sent
5/8/19	Brandon Liles	T2 Contracting	NC - North Carolina DOT (SBE),Federal VOSB - Veteran Owned Small Business,Federal SDB - Small Disadvantaged Business	brandon@t2contracting.com		Email	Sent
5/8/19	Dick Dutro	Total Systems Commissioning	GA - City of Atlanta (SBE)	ddutro@tscx.org		Email	Sent
5/8/19	Dabahel Hernandez	Tree of The Life Construction	NC - North Carolina DOT (DBE) / North Carolina UCP (DBE),NC - North Carolina DOT (MBE)	dabaheltotl@yahoo.com		Email	Sent
5/8/19	Stephen Simmons	TSAV	WBE - Women's Business Enterprise - Legacy iSqFt value,NC - North Carolina HUB (SWUC) - WBE	stephensimmons@tsav.com		Email	Sent
5/8/19	KAREN SMITH	W. P. Law, Inc.	SC - City of Columbia (LBE)	karen@wplawinc.com		Online Only	Sent
5/8/19	Leslie watford	WATFORD TILE	SC - City of Columbia (LBE)	watfordtile@aol.com		Email	Sent
5/8/19	Steve Baker	WATFORD TILE	SC - City of Columbia (LBE)	stevewti@aol.com		Email	Sent

EXHIBIT 3
Proposed Utilization Plan

Bidder Name:

Paul S. Akins Company, Inc.

Bid No.:

IFB #052819

Bid Date:

June 20th, 2019

Project Name:

Beaufort County Government Complex New Office Building

LIST INFORMATION FOR THE SMBs YOU INTEND TO UTILIZE FOR THE REFERENCED PROJECT:

Name of SMB Firm	City	State	Tel # with Area Code	Point of Contact	Trade/Commodity	Contract/PO Amount
Cleland Site Prep	Bluffton	SC	843-987-0500	Carlos Sanchez	sitework/utilities	\$ 243,794.00 -
Simoneaux Electric	Bluffton	SC	843-753-4799	Pat Simoneaux	electrical	\$ 695,875.00 -
Mock Plumbing/Mech	Savannah, GA	GA	912-232-1104	David Jenkins	plumbing & mech.	\$ 1,161,098.00 -
Bay Hill Construction, LLC	Bluffton	SC	843-757-3999	Travis Hames	drywall, framing, gyp	\$ 466,328.00 -
Southern Roof & Woodcare	Hardeeville	SC	843-681-7675	Donnie Coleman	roofing	\$ 177,292.00 -
Forrest Concrete	Ridgeland	SC	843-645-9980	Michael Forrest	concrete	\$ 284,000.00 -
Bluewater Painting	Mt. Pleasant	SC	843-856-1641	Paul Connelly	painting	\$ 42,250.00 -
						\$ -

Total Anticipated SMB

Participation Dollar

Value

\$3,070,637.00

-

The undersigned proposes to enter into a formal agreement with the SMBs identified for work and value listed conditioned upon execution of a contract with Beaufort County for the referenced project.

Representative Name:

Jarrod Akins

Title: Vice President

Signature:



Date: 6/20/2019

28. RIGHT TO PROTEST

28.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

28.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

28.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

28.3.1 State the reasons for the action taken; and

28.3.2 Inform the protestant of its right to administrative review as provided in this Section.

28.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

28.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

28.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

28.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

29. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES OR NO. If you circled "YES", explain fully in a separate attachment.

30. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, LICENSES AND FEES FOR ALL PROJECTS.

CONTRACTUAL REQUIREMENTS

1. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires,



NON-DISCRIMINATION IN EMPLOYMENT

Project Name: Beaufort County Government Complex New Office Building, IFB#052819

During the performance of the contract, Paul S. Akins Company, Inc., agrees as follows:

Paul S. Akins Company, Inc., will not discriminate against any employee or applicant for employment because of race, color, or religion, sex, disability or national origin. Akins Company will take affirmative action to ensure that applicants are employed and that employees are treated equal during employment without regard to race, color, religion and handicap. Such action will include, but not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection of training, including apprenticeship. Akins Company, agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

By submission of this signed statement, Contractor: Paul S. Akins Company, Inc., certifies compliance with requirements of this proposal regarding non-discriminatory employment practices.

Name of Bidder: Paul S. Akins Company, Inc.

By:

A handwritten signature in blue ink, appearing to read 'Jarrod Akins', is written over a horizontal line.


Name: Jarrod Akins

Title: Vice President

Date: 06/11/19

**CERTIFICATION OF
COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

The undersign, being a licensed Contractor in the State of South Carolina, do hereby agree to comply with all applicable requirements of the Americans With Disabilities Act throughout the duration of this contract.



Signed

Jarrod Akins

Print or Type Name of Signing Official

Vice President

Title

Paul S. Akins Company, Inc.

Firm

520 Park Avenue

Address

Statesboro	Georgia	30458
City	State	Zip

06/20/2019

Date

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document **IFB 052819, Beaufort County Government Complex, New Office Building, dated April 15, 2019.**

Company Name: Paul S. Akins Company, Inc. Principal Name: Jarrold Akins

Company Address: Street: 520 Park Avenue, Statesboro, GA 30458
Mailing: P.O. Box 941, Statesboro, GA 30459

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: will obtain upon award of contract

Tax Obligation Current: n/a

Signature of Principal/Date:  06/20/19
Jarrold Akins, Vice President

Witness/Date: 
Lydia Riner 06/20/19

END OF LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT



Small and Minority Business Participation Bid Compliance Review of Good Faith Efforts

Beaufort County Government Complex New Office Building (IFB #052819)

Prime Bidder/Proposer		Akins
1.	Included Completed Good Faith Efforts Checklist Form	1
2.	Included Copy of Written Notice to SMBE	1
3.	Provided Proof of Sending Written Notice to SMBE	1
4.	Sent Bid Notice to SMBE 10 Days in Advance	1
5.	Signed Non-Discrimination Statement Form (Exhibit 1)	1
6.	Included Completed Outreach Documentation Log (Exhibit 2)	1
7.	Included Completed Proposed Utilization Plan (Exhibit 3)	1
Total		7

Total of 7 Possible Points

Scoring:

0 = No | 1 = Yes



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Boards and Commissions Appointments and Reappointments

Council Committee:

Natural Resources

Meeting Date:

August 19, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Rural and Critical Lands Preservation Board / (1) Vacancy (Dist. 8)
Southern Beaufort County Corridor Beautification Board / (3) Vacancies (Town of Bluffton
appointment, Dist. 8 and Dist. 5)
Planning Commission / Harold L. Mitchell
Zoning Board of Appeals / Reappointment of Kevin Mack

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

Rural and Critical Lands Preservation Board (Applicants)					
Name	Council District	Ethnicity	Primary Interest or Expertise	Other ABC Interest	Date Application Received
Flashch, Pamela	2	Caucasian	Public Affairs Manager - BJWSA	Economic - 1 Planning - 3	May 2019
Green, Fallon	1	African American	Paralegal Student - Intern	LCOG - 1 Coastal - 2	May 2015
Logan, Thomas	3	Caucasian	Self-employed		August 2018
Lust, Elaine	8	Caucasian	Retired - Controller	Historic - 1 Beautification - 3	September 2018
Stefonick, Ryan	8	Caucasian	Real Estate Broker		June 2019
Taylor, Hillary	2	Other	Student	Zoning - 1 Coastal - 2	May 2017

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

RURAL AND CRITICAL LANDS PRESERVATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
1. Arthur H. Baer (District 1) 40 Brays Island Drive Sheldon, SC 29941 baer@fairpoint.net	(H)843-466-9099	2/25/2019 (partial-term)			2/21	1	Caucasian	North	Male
2. Bob Bender (District 4) 630 16th Street Port Royal, SC 29925 benderr@islc.net	(H)843-524-6600	3/25/2013 (partial-term)	3/9/2015 2/11/2019	4	2/23	4	Caucasian	North	Male
3. Terry Hill (District 6) 126 Cutter Circle Bluffton, SC 29909 hill.hiker9@gmail.com	(H)843-368-9413	5/8/2017	2/11/2019	4	2/23	6	Caucasian	South	Male
4. Douglas Koop (District 5) 110 Bartram Drive Beaufort, SC 29902 douglaslkoop@gmail.com	(H)989-941-5340	11/5/2018 (partial-term)			2/21	5	Caucasian	South	Male
5. Walter Mack (District 3) 1257 Seaside Road St. Helena Island, SC 29920 roymy3girls@yahoo.com	(H)512-969-7300	2/20/2017		4	2/21	3	African American	North	Male
6. Michael Mathews, Chairman (District 9) 70 Trout Hole Road	(H)843-757-2339 (O)908- 399-7587	12/8/2014 (parital-term)	2/11/2019	4	2/23	9	Caucasian	South	Male

Bluffton, SC 29910

mpmathews76@hotmail.com

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

RURAL AND CRITICAL LANDS PRESERVATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
7. Gail O'Kane (District 11) 105 Coggins Point Road Hilton Head Island, SC 29928 gailok@hargray.com	(H)843-682-2756	5/26/2015	2/11/2019	4	2/23	11	Caucasian	South	Female
8. Dorothy Scanlin (District 10) 2 Sabal Court Hilton Head Island, SC 29926 dscan266@aol.com	(H)843-715-0429	3/14/2016	2/11/2019	4	2/23	10	Caucasian	South	Female
9. Richard Walls (District 7) 77 Hampton Hall Blvd Bluffton, SC 29910 richard@wallsinvestments.com	(H)843-368-9501 (O)843-757-3637	3/28/2016 (partial-term)	2/20/2017	4	2/21	7	Caucasian	South	Male
10. Beekman Webb (District 2) Gannett Point Road Beaufort, SC 29907 beekman@centurylink.net	(O)843-521-4420 (M)843-592-3800	9/24/2018 (partial-term)	2/11/2019	4	2/23	2	Caucasian	North	Male

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

RURAL AND CRITICAL LANDS PRESERVATION BOARD

<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
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11. Vacant
(District 8)

Authorized Membership: 11
(11 - one from each Council District)
Vacancy: 1
Terms Expired: 0

Historical Background:

Ordinance 2006/2
Ordinance 2003/22
Ordinance 2000/29
Ordinance 1999/19
Ordinance 1998/23

* Members' terms will be staggered and will serve the same term as the appointing member of Council.

**Southern Beaufort County Corridor Beautification Board
(Applicants)**

Name	Council District	Ethnicity	Primary Interest or Expertise	Other ABC Interest	Date Application Received
Davis, Bob	8	Caucasian	Product/Sales Management	BJEOC - 2	August 2015
Iaco, Joan	7	Caucasian	Client Technician / Marketing Coordinator	Keep - 2 Parks - 3	May 2019
Lust, Elaine	8	Caucasian	Retired - Controller	Historic - 1 Rural - 2	September 2018
Nielsen, Dennis	8	Caucasian	Retired		June 2019

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
1. Sallie Brach, Vice Chairman (Council District 6) 75 Heron's Bill Drive Bluffton, SC 29909 salliebridgwater@gmail.com	(H)843-705-6771	6/10/2013	2/20/2017	4	2/21	6	Caucasian	South	Female
2. Stephen Brown (Council District 7) 298 Club Gate Bluffton, SC 29910 steve@blufftonandhiltonhead.com	(H)843-368-9413	5/8/2017		4	2/21	7	Caucasian	South	Male
3. Roberta Cope-Foss (Council District 11) 2 Pelican Street Hilton Head Island, SC 29928 fossroberta@aol.com	(H)843-842-2385 (O)843-816-3739	4/9/2018 (parital term)		4	2/21	11	Caucasian	South	Female
4. Carol J. Humphrey (Council District 10) 19 Celosia Lane Hilton Head Island, SC 29926 cj@carsonrealtysc.com	(H)843-342-2510 (O)843-815-7500	9/9/2013	2/20/2017	4	2/21	10	Caucasian	South	Female
5. Douglas Novak, Chairman (Council District 9) 23 Plantation Drive Suite 502 Bluffton, SC 29910 novaklawgroup@yahoo.com	(H)843-247-6953 (O)843-836-2004	5/6/2013	2/20/2017	4	2/21	9	Caucasian	South	Male

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
6. Todd Theodore (Town of Hilton Head Island appointee) 30 Crooked Pond Drive Hilton Head Island, SC 29926 ttheodore@woodandpartners.com	(H)843-342-6703	6/23/2014	2/19/2018	4	2/22	8	Caucasian	South	Male
7. Vacant (Council District 8)					2/21				
8. Vacant (Council District 5)									
9. Town of Bluffton Appointee					2/21				

Authorized Membership: 9
One - County District 5
One - Council District 6
One - Council District 7
One - Council District 8
One - Council District 9
One - Council District 10
One - Council District 11
One - Nominated by Town of Bluffton for appointment by County Council.
One - Nominated by Town of Hilton Head Island for appointed by County Council.
Vacancies: 3
Terms Expired: 0

Historical Background:
Ordinance 2013 / 12
Resolution 2012 / 24

8-19-19

25 July 2019

Harold L Mitchell
13 Anchorage Way
Beaufort, SC 29902-5981

Councilman Stewart H. Rodman
Beaufort County Government Robert Smalls Complex
100 Ribaut Road
Beaufort, SC 29901-1228

Dear Chairman Rodman,

As I mentioned in my letter of resignation from the Planning Commission, my wife and I have relocated out of District One.

Per my conversation with Councilman Dawson, I am writing to express my continued desire to represent Sheldon Township as District One's representative on our Planning Commission.

I am most familiar with District One as it is where I know the most persons in our county, it is the location of my childhood home, my church, the majority of my properties, as well as where my wife and I have lived for the last four years since returning home to Beaufort.

If procedures allow, I am ready to continue my service on our Planning Commission representing the citizens of District #1 and Beaufort County.

Sincerely,



Harold L. "Mitch" Mitchell
Major General (Retired)

CC: Councilman Gerald Dawson

8-19-19

Kevin B. Mack
1174 Seaside Road
St. Helena Island, SC 29920
(843) 838-2626

June 5, 2019


Mr. Stewart H. Rodman, Chairman
Beaufort County Council
Post Office Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment to the Zoning Board of Appeals

Dear Mr. Rodman:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Zoning Board of Appeals, effective February 2020.

Sincerely,



Kevin B. Mack
Vice Chairman
ZBOA Member



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Zoning Map Amendment/Rezoning Request for R100 029 000 0046 0000, 10.69 acres at 126 Broad River Boulevard, from C3-Neighborhood Mixed Use District to C5-Regional Center Mixed-Use District

Council Committee:

Natural Resources

Meeting Date:

May 20, 2019

Committee Presenter (Name and Title):

Robert Merchant, AICP, Assistant Community Development Director

Issues for Consideration:

See staff report

Points to Consider:

See staff report

Funding & Liability Factors:

Council Options:

Approve or disapprove

Recommendation:

Approval



MEMORANDUM

TO: Natural Resources Committee of County Council
FROM: Robert Merchant, AICP, Beaufort County Community Development Department
DATE: May 13, 2019
SUBJECT: Zoning Map Amendment/Rezoning Request for R100 029 000 0046 0000, 10.69 acres at 126 Broad River Boulevard, from C3-Neighborhood Mixed Use District to C5-Regional Center Mixed-Use District; Owner: 10 Frontage Road LLC, Applicant: Andy Burris

STAFF REPORT:

A. BACKGROUND:

Case No. ZMA-2019-02
Owner/Applicant: 10 Frontage Road, LLC; Agent: Andy Burris
Property Location: Located in the Burton area on the north side of Broad River Boulevard approximately 1,200 feet west of the intersection with US 21 (Parris Island Gateway)
District/Map/Parcel: R100 0290 000 0046 0000
Property Size: 10.69 acres
Current Future Land Use Designation: Urban Mixed Used
Current Zoning District: C3-Neighborhood Mixed-Use (C3-NMU)
Proposed Zoning District: C5-Regional Center Mixed-Use (C5-RCMU)

B. SUMMARY OF REQUEST:

The owners of a 10.69-acre parcel located on the north side of Broad River Boulevard approximately 1,200 feet west of the intersection with US 21 (Parris Island Gateway) is requesting to change the zoning of the property from C3-NMU to C5-RCMU. The owner is interested in development multi-family housing on the property. While C3-NMU allows multi-family housing, developments are limited to a maximum of 80 dwelling units and a maximum height of 2 ½ stories.

While the parcel is just over 10 acres, the rear half of the property is a wetland. The parcel contains a dwelling unit that is in the Beaufort County Above Ground Historic Sites Survey. The structure has been determined to be not eligible for the National Register of Historic Places.

This same rezoning went before the Metro Planning Commission at their December 19, 2016, meeting. At that time, the MPC did not recommend rezoning the property because it was felt that the applicant had options to develop multi-family housing under its existing zoning designation – C3-Neighborhood Mixed-Use. Since that time, Beaufort County Council approved a zoning amendment that removed a requirement that multi-family housing in C3 needed to be located in mansion apartments with no more than 6 units per building. However, the applicant wishes to construct more than 80 units in 3 story buildings, and utilize the affordable housing density bonuses available in the C5-Regional Center Mixed-Use district.

C. ZONING MAP AMENDMENT ANALYSIS: Section 7.3.40 of the Community Development Code (CDC) states that a zoning map amendment may be approved if the proposed amendment:

1. ***Is consistent with and furthers the goals and policies of the Comprehensive Plan and the purposes of this Development Code:***
The proposed amendment is not consistent with the future land use map of the Beaufort County Comprehensive Plan and would require an amendment to the plan itself. The Comprehensive Plan advocates the development of affordable housing. This zoning amendment has the potential to foster the development of affordable housing in a centrally located area with relatively close proximity to employment and retail.
2. ***Is not in conflict with any provision of this Development Code, or the Code of Ordinances:***
As stated above, the proposed zoning district of C5-RCMU is not consistent with Table 1.4.10.A of the CDC for parcels that are designated as Urban Mixed-Use in the Comprehensive Plan.
3. ***Addresses a demonstrated community need:***
The proposal has the potential to foster the development of affordable housing.
4. ***Is required by changing conditions:***
The character of the surrounding area has not changed significantly in the last 10 years.
5. ***Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land.***
There is a mix of uses along Broad River Boulevard in the vicinity of this parcel. These uses include small warehouses, private social clubs, churches, a small mobile home park, and single-family residential.
6. ***Would not adversely impact nearby lands.***
Properties located to the east and across from Broad River Boulevard from this parcel are zoned C5-RCMU and would not be adversely impacted by amending the zoning of this parcel.
7. ***Would result in a logical and orderly development pattern.***
See item 6 above.
8. ***Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.***
Approximately one half of the parcel is wetland that would be required to be preserved. There should be no adverse impacts assuming that applicable local, state, and federal

environmental protection requirements are met with any future development of the parcel.

9. *Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, storm water management, solid waste collection and disposal, schools, parks, police, and fire and emergency facilities)*

The proposed rezoning is located in close proximity to utilities and public facilities.

Sewer is available on Parris Island Gateway; water lines are available along Broad River Boulevard.

D. NORTHERN BEAUFORT COUNTY REGIONAL PLAN

The proposed parcel is located within the growth boundary as put forth in the Northern Beaufort County Regional Plan. The regional plan and the intergovernmental agreement that implements the plan require that all increases in zoning in unincorporated Beaufort County located within the growth boundary explore options to annex into the appropriate municipality – in this case the City of Beaufort. The intergovernmental agreement states the following:

The county shall encourage any landowner who seeks an increase in densities/intensities under current zoning on lands that are not contiguous to a municipality but within the growth boundary, to explore ways to annex the land. If annexation is not feasible, following the procedures outlined in Section G (below) the County will consult with the Planning Staffs of the City of Beaufort and the Town of Port Royal to determine the following: a. Whether the proposed zoning amendment or planned unit development is consistent with the Comprehensive Plan of the municipality in whose future growth area the proposed development is located; and b. Whether the proposed zoning amendment or planned unit development is consistent with the Northern Beaufort County Regional Plan.

This report has been sent to the City of Beaufort staff. Beaufort County staff will consult with City staff to determine whether annexation is feasible and whether this rezoning is consistent with the Northern Regional Plan.

E. STAFF RECOMMENDATION:

Staff supports the rezoning of this property from C3-NMU to C5-RCMU with the following condition:

- County staff will consult with City of Beaufort staff to determine whether annexation is feasible for this parcel and whether the proposed zoning designation is consistent with the Northern Beaufort County Regional Plan.

F. BEAUFORT-PORT ROYAL METROPOLITAN PLANNING COMMISSION

RECOMMENDATION: At the March 18, 2019 meeting of the Metro Planning Commission, Judy Alling motioned and Jim Crowder seconded to recommend approval of the proposed zoning amendment. The motion passed unanimously.

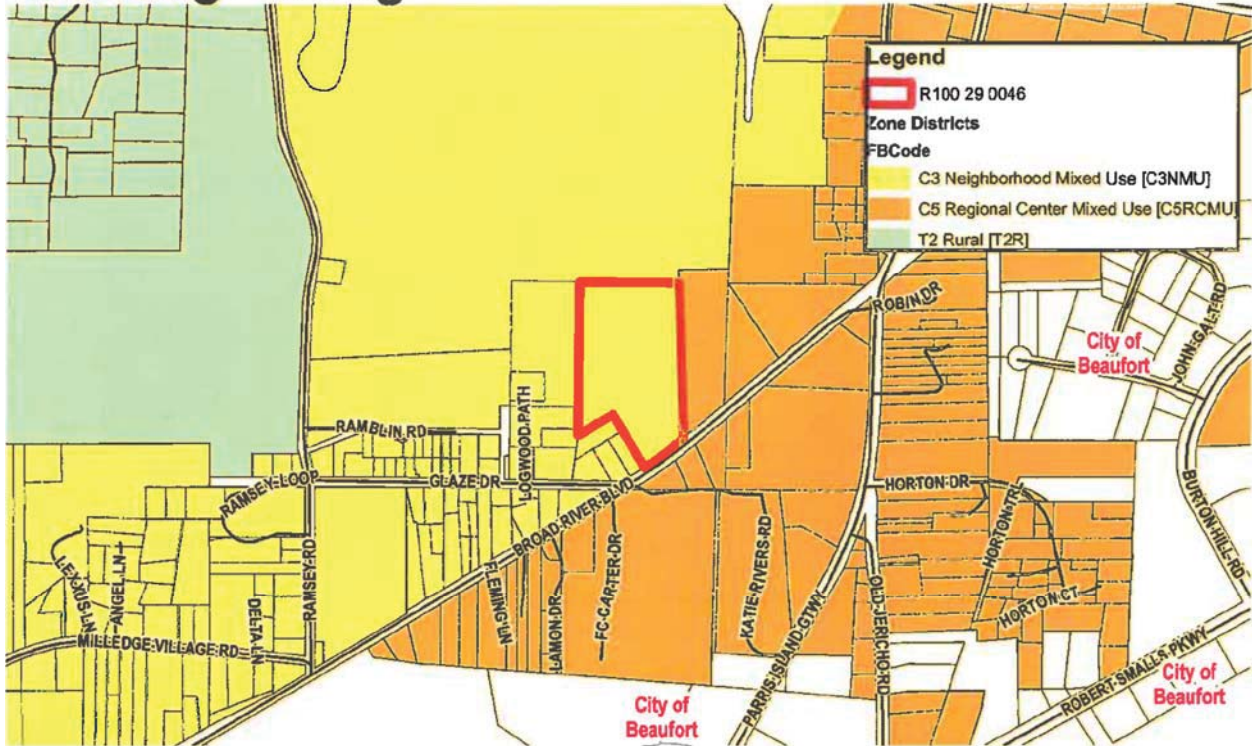
G. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION:

Chairman Semmler asked for a motion regarding the rezoning request. Mr. Jason Hinchler made a motion to approve the rezoning request from C3 Neighborhood Mixed Use to C5 Regional Center Mixed Use with a strong recommendation to forward the affordable housing issue to the Natural Resources Committee for their input. Dr. Caroline Fermin seconded the

motion. The motion to approve the request was unanimous. The affordable housing issue that was brought up at the meeting was the possibility of adopting a text amendment regarding the C3 zoning to exceed the 80-unit cap if a percentage of the units meet the definition of affordable housing.

H. ATTACHMENTS: Zoning Map (existing and proposed)

Existing Zoning



Proposed Zoning





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

6-acre newly subdivided parcel where the applicant is interested in building a private residence- S1 Industrial does not permit single family houses.

Council Committee:

Natrual Resources Committee

Meeting Date:

June 17, 2019

Committee Presenter (Name and Title):

Rob Merchant

Issues for Consideration:

This property has a history of zoning amendments that have reflected the different uses past property owners have desired for the site. Historically, a portion of the property had a light industrial use on it located in an 8,000 square foot metal frame building. The property was originally zoned Light Industrial under the Zoning and Development Standards Ordinance (ZDSO). In 2006, the property was purchased by a church and the owner rezoned the parcel to Rural with Transitional Overlay since churches were not a permitted use in Light Industrial. In 2017, the new owner changed the zoning to S1-Industrial to locate a cabinet shop in the same building. Now the current owner has subdivided the property and is interested in building a single-family residence on the western half of the property.

Points to Consider:

1. Impact on Proposed Land Use on Adjoining Properties: The property is bordered on the west and north by parcels zoned S1- Industrial. South and east of the property are large undeveloped tracts that are zoned T2-Rural. The property is located approximately 500 feet south of the Beaufort Commerce Park. Along Bay Pines Road and Covenant Drive, there are six other light industrial and warehousing operations in addition to the Burton Fire District Pinewood Station. The proposed residential use for this property will have no adverse impact on the surrounding uses.
2. Impact on MCAS Airport Overlay District: The property is located in the MCAS Airport Overlay District Zone 2a which has a day-night average noise level of 65 to 70 decibels. While the MCAS-AO district discourages high density residential development, this proposed zoning amendment would only result in the maximum potential development of two houses on 6 acres.

Funding & Liability Factors:

None

Council Options:

Approve the rezoning.

Deny the rezoning.

Recommendation:

Staff recommends approval of the rezoning request for 6 acres at 19 Covenant Drive from S1 Industrial to T2 Rural. The Metro Planning Commission, at their May 20, 2019, meeting, unanimously supported the zoning amendment. The Beaufort County Planning Commission, at their June 3rd, 2019 meeting, unanimously supported the amendment.

NORTHERN BEAUFORT COUNTY MAP AMENDMENT / REZONING REQUEST FOR R100 024
000 078C 0000 (12.21 ACRES AT 19 COVENANT DRIVE, BEAUFORT, SC) FROM S1
INDUSTRIAL TO T2R RURAL

Adopted this 17th day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stu Rodman, Chairman

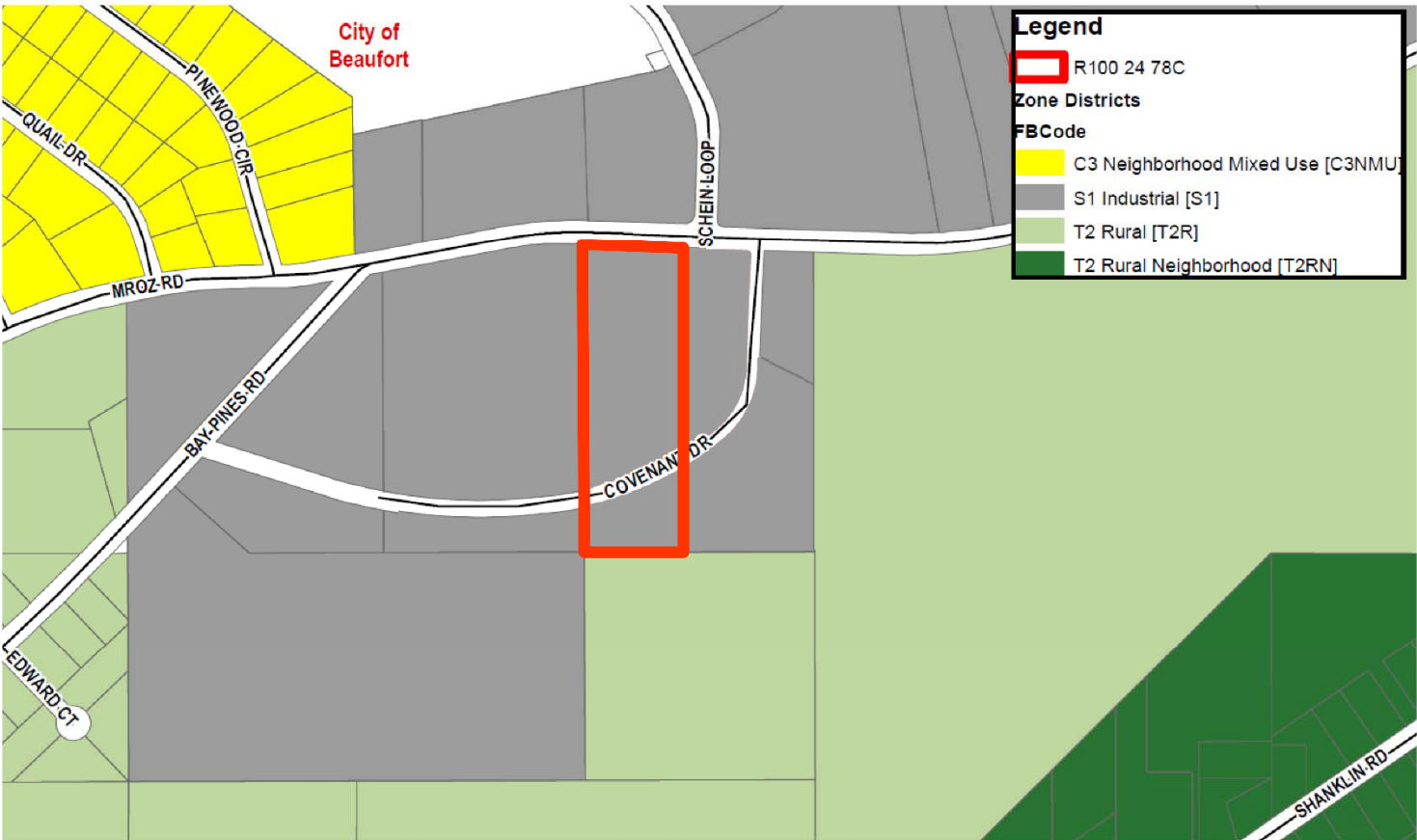
APPROVED AS TO FORM:

Thomas J. Keaveny II, County Attorney

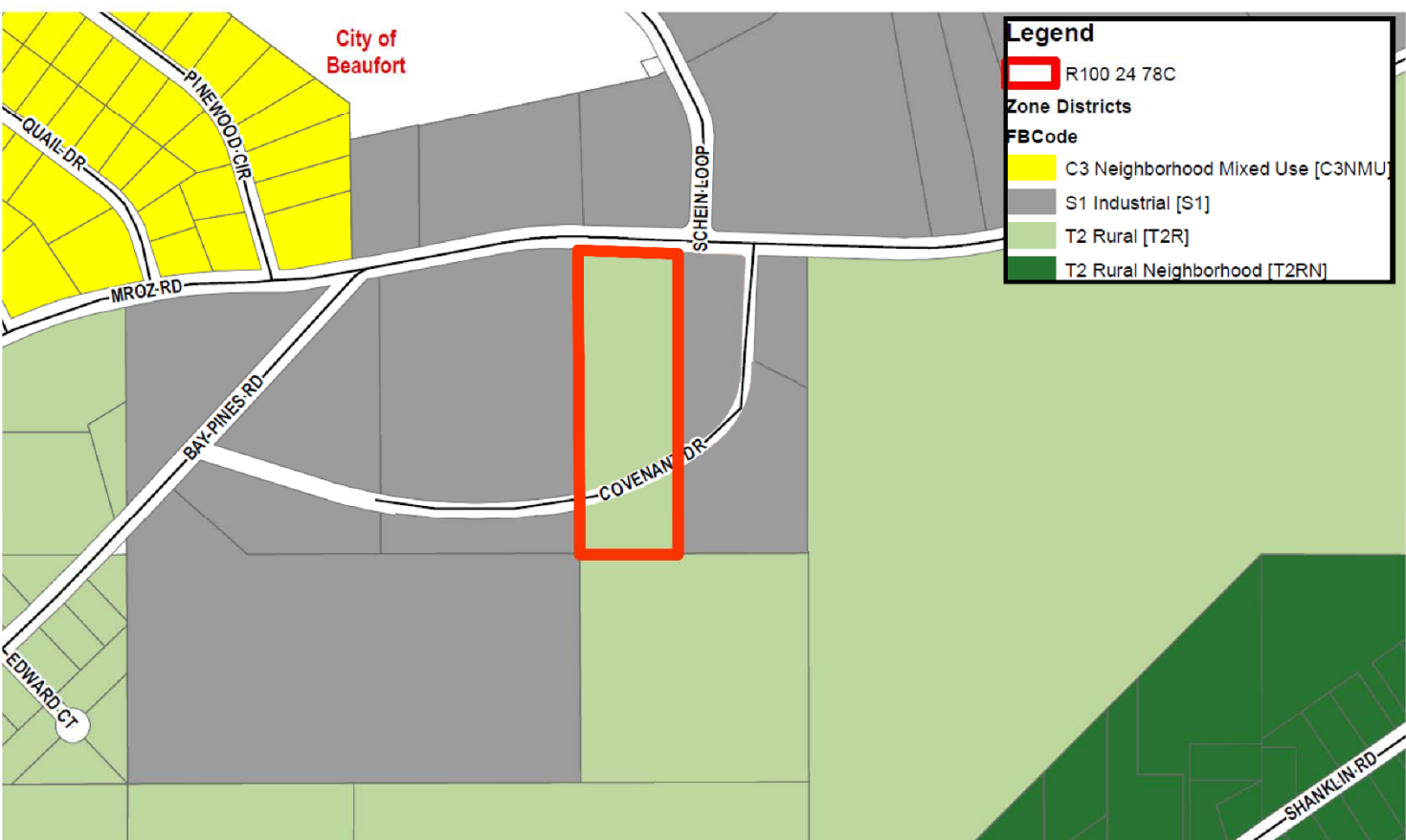
ATTEST:

Sarah W. Brock, Clerk to Council

Existing Zoning



Proposed Zoning



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ORDINANCE NO. _____

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 ____ day of _____, 2019.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

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 , 2019.

Signature: _____

Name: _____

Title: Clerk to County Council

Exhibit A
Incentive Agreement



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Month-to-Month Hangar Use Agreement

Council Committee:

County Council

Meeting Date:

August 26, 2019

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Attorney

Issues for Consideration:

Resolution regarding Hangar Rental Agreement

Points to Consider:

The agreement was modified to reflect rental of space.
Reaffirms Director's authority to execute the agreement as needed in the management of the airports.

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

RESOLUTION 2019/___

A RESOLUTION TO ADOPT THE BEAUFORT COUNTY AIRPORTS HANGAR USE AGREEMENT

WHEREAS, the County owns and is responsible for the management, control and operation of the Airports at Hilton Head Island and at Lady's Island; and,

WHEREAS, the County has Aircraft Hangars available for use at the Airports; and,

WHEREAS, customers are willing to pay fees for use of the hangar spaces available at the County airports; and

WHEREAS, the Airports director is charged with the authority to efficiently manage the airports and associated operations pursuant to Beaufort County Code of Ordinances Sec. 6-57;

WHEREAS, Beaufort County recognizes that the Beaufort County Airports are enterprise funds expected to generate revenue to support its operations, and;

WHEREAS, the Executive Committee considered the attached Hangar Use Rates at the August 12, 2019 meeting and unanimously recommends that County Council adopt the attached Hangar Use Agreement for use by the Airports Director; and

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA adopts the Airports Hangar Use Agreement substantially in the form attached hereto and incorporated herein as fully as if repeated verbatim. The Airports Director is hereby authorized to make amendments and execute the Hangar Use Agreement as needed in the efficient management of the airports' operations.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Hangar # _____



MONTH-TO-MONTH HANGAR USE AGREEMENT BEAUFORT COUNTY AIRPORTS BEAUFORT COUNTY, SOUTH CAROLINA

1-Identification of Owner and Customer

This Month-to-Month Hangar Use Agreement (hereafter "Agreement") is entered into by and between Beaufort County, a political subdivision of South Carolina (hereafter "Owner") and the following Customer (hereafter "Customer"):

Customer Name: _____
Business Name: _____
Address: _____
Cell Phone No.: _____
Home Phone No.: _____
Work Phone No.: _____
Email Address: _____

If Customer is a corporation, partnership, or other business entity, the Owner must be provided the contact information for the officer:

Manager Name: _____
Business Name: _____
Address: _____
Cell Phone No.: _____
Home Phone No.: _____
Work Phone No.: _____
Email Address: _____

Each Customer is jointly and severally liable for payment and performance of all terms of this Agreement.

Hangar # _____

2 - Identification of the Space and Limits on Use

Subject to terms and conditions in this Agreement, the Owner hereby provides to Customer hangar space as described below located at the Airport (hereafter "Space"), for the purposes of storing/parking the following aircraft only (hereafter "Aircraft"), together with reasonably necessary rights of ingress and egress over Owner's adjoining property:

Hangar No. _____
Space Sq. Footage: _____
Make: _____
Model: _____
Identification No.: _____

3 -Term of Use

The term of this Agreement will commence on the _____ day of _____, 20____ (hereafter "Effective Date"), and will remain in effect for a period of one (1) month. Thereafter, this Agreement shall continue in effect and be automatically renewed from month to month. The Owner may terminate this Agreement or modify the terms of this Agreement by giving the Customer written notice fifteen (15) days in advance. The Customer may also terminate this Agreement by giving the Owner written notice fifteen (15) days in advance.

4 – Payment

Customer shall pay for use of the Hangar in the amount of \$ _____ per month, payable in advance on the first (1st) day of each month, except when that day falls on a weekend or legal holiday, in which case payment is due on the next business day. Any payment received after 5:00 P.M. shall be considered received the next business day.

For the Hilton Head Island Airport, Customer's checks shall be made payable to "Beaufort County – Hilton Head Island Airport", and shall be remitted to the following address:

Beaufort County
Attn.: Finance Department – Airport
P.O. Drawer 1228
Beaufort, SC 29901-1228

For Lady's Island Airport, Customer's checks shall be made payable to "Beaufort County Council – Beaufort Airport" and shall be remitted to the following address:

Beaufort County
39 Airport Circle
Beaufort, SC 29907

Hangar # _____

Payment shall be remitted in the following form, unless Owner has designated otherwise: personal check, cashier's check, money order, or credit card. Owner reserves the right to restrict the form of payment at any time, for any reason.

5 – Late Charges

If Customer fails to provide payment in full by 5:00 P.M. of the tenth (10th) calendar day of the month, the Customer shall pay Owner a late charge of one and one-half percent (1½%) per day until paid in full.

6 – Returned Checks

If any check offered by Customer to Owner for payment due under this Agreement, is returned for lack of sufficient funds, a "stop payment", or any other reason, Customer shall pay a service charge of Thirty Dollars (\$30.00). Customer may also be charged Late Charges as provided above.

7 - Security Deposit

On signing this Agreement, Customer shall pay to Owner the sum of \$_____ as a Security Deposit (hereinafter "Deposit") that will not accrue any interest for the Customer. Customer may not, without Owner's prior written consent, apply this Deposit to the last month's payment, or to any other sum due under this Agreement. Within thirty (30) days after the Customer has (1) vacated the Space, (2) returned keys, access cards, and/or other locking devices, and (3) provided the Owner a current or forwarding address; thereto Owner will return Deposit in full provided that, in the Owner's sole discretion, all terms of the this Agreement have been fulfilled. If the terms have not been satisfactorily fulfilled, the Owner will give the Customer an itemized written statement of the reasons for and the dollar amount of any Deposit retained by Owner, along with a check for any Deposit balance.

8 - Security Interest

To secure the full and timely payment and performance of Customer's debt, liability and obligation of any kind (collectively the "Obligations") under this Agreement, should Owner be entitled to terminate this Agreement, Customer hereby grants to Owner, a security interest in the following (collectively "Termination Collateral"):

(a) the aircraft, engines, propellers, rotors, equipment, parts, spare parts, goods, chattels, personal goods and/or fixtures, together with all replacements and substitutions therefore and all logs, manuals, flight records, maintenance records, all accessories, attachments and accessions now or hereafter affixed thereto (collectively "the Aircraft");

(b) all proceeds (cash and non-cash), insurance proceeds and any and all leases, chattel paper, accounts, contract rights, instruments, payment intangibles

Hangar # _____

and general intangibles arising (heretofore or hereafter) from the sale, lease, rental or other disposition of the Aircraft including any agreement providing the Aircraft to a third party under a contract of service; or

(c) any concurrent payment or Deposit given by Customer to Owner.

Owner shall not be obligated to release its security interest in any of the Termination Collateral until all obligations of Customer under this Agreement are satisfied in full.

9 - Utilities

Customer shall pay all utility charges, except for the electricity and water in the Space, which will be paid by Owner.

10 – Exclusive Use and Assignments

The Space shall be available only to the Customer identified in Section 1 of this Agreement, and only for the Aircraft identified in Section 2. Customer may not assign this Agreement without the prior written approval of the Airport Director.

11 - Maintenance of the Space

Owner shall maintain the structural components of the Space. Customer shall be responsible for any damages to the Space caused by Customer's use, including, but not limited to; bent or broken interior walls, damage of floors by oil or fuel spillage, door damage caused by acts or omissions of Customer or Customer's agents or invitees, or misuse of the electrically operated door and/or the opening mechanism. Customer shall reimburse Owner, on demand by Owner, for the cost of any repairs caused by any damage(s) sustained to the Space through the actions or inactions of the Customer, his/her/their agents, employees, invitees or licensees. Customer shall be responsible for keeping Space in a neat and orderly condition and upon termination of use of the Space, except as otherwise provided in this Agreement, all fixtures, improvements, equipment, and other property bought, installed, erected, or placed in the Space by the Customer shall become the property of the Owner at the termination of this Agreement at the sole discretion of the Owner; however, the Customer shall promptly remove, if Owner so elects, all alterations, additions and improvements, and other property placed in or upon the Space by Customer. Customer shall repair damage caused by the alterations and any such removal. Customer shall return the Space to Owner in a condition identical to that which existed when Customer took occupancy, except for ordinary wear and tear. Customer shall notify Owner and obtain advanced written approval for any structural alterations or electrical upgrades to the Space.

12- Owner Indemnity

The Customer shall indemnify and save harmless the Owner, its officers, agents, or employees from any judgment recovered from anyone for personal injury or property

Hangar # _____

damage sustained or claimed to have been sustained for any of the activities of the Customer. The Customer shall pay all expenses, including attorney fees of the Owner in defending against any such claim or judgment or any attorney fees including the investigation or negotiation of the claim. Customer further agrees to indemnify and hold the Owner harmless from any wrongful acts or omissions of any licensee, invitee, agent or employee of the Customer while upon the Space. Customer recognizes that Owner shall not be responsible for the Customer's personal effects and property content, with exception taken to instances where damage occurs by and through any wrongful acts or omissions on the part of the Owner.

13 - Use of Space

(a) The Space shall be used only for storage of the Aircraft described in Section 2, which is owned or leased by Customer. If the original aircraft stated in this Agreement is sold or removed with the intent of being replaced, and if this is not done within sixty (60) days, this Agreement shall be considered cancelled.

(b) No maintenance of any kind shall be conducted in the Space except preventive maintenance as is normally covered under Part 433(g) of the Federal Aviation Regulations and that can be performed by an aircraft owner without assistance of an aircraft mechanic, unless such work is approved in writing in advance by the Airport Director.

(c) Customer is entitled to non-exclusive use of all public facilities located at the Airport.

(d) Customer agrees that any flammables will be stored in an approved container designed exclusively for the storage of flammables and meeting the requirements of Chapter 4 of National Fire Protection Association (NFPA) 30 for the storage of flammables and approved by the Owner. In no case should any container be larger than five (5) gallons.

(e) Customer agrees not to conduct or permit any commercial aviation activities that may be regularly conducted on or from the Space unless such activities meet Airport Minimum Standards, Owner is given notice of Customer's intent to conduct activities before conducting them on a regular basis, and a Commercial Operating Agreement is executed.

(f) Customer shall not perform, or have performed, painting or doping operations of any kind within the Space, except for minor touch-ups using a spray can, brush, or air brush only. Use of air compressors for this purpose shall be strictly prohibited.

(g) Customer should not regularly perform maintenance on any vehicle or equipment of any kind, other than the aircraft authorized herein, including, but not limited to, automobiles, motorcycles, bicycles, boats, and campers on, or in, the Space.

Hangar # _____

(h) No heater employing an open flame or glowing element, including those commonly referred to as salamander or torpedo heaters, shall be installed or used in the hangar. The installation or use of any other heating equipment shall require advance written authorization and shall be subject to all NFPA guidelines. Customer shall not operate any heater or heating equipment while Customer is not actually physically present in the Space.

(i) Customer shall be prohibited, either directly or indirectly, from conducting or promoting any commercial activities within the Space or in the T-hangar area, unless otherwise licensed or authorized by the Owner to do so. For purpose of this Agreement, commercial activity shall mean the provision of a product or service, whether payment occurs in the form of cash or credit, or barter, including, but not limited to, maintenance or inspection of aircraft not authorized herein, flight training, and sale of aircraft parts or supplies.

(j) Customer shall make no alterations, changes or additions to the Space; and shall adhere to all terms and conditions stated in Section 11.

14 – Locks

Customer agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Owner's written consent. Having obtained written consent, Customer agrees to pay for changing the locks and to provide Owner with one duplicate per lock within 24-hours of the changing of the locks. Should it become necessary, from time to time, for the Owner to change out any locks at the Airport or for the Space, Owner will likewise provide notice to Customer and ensure that Customer continues to have uninterrupted access during the term of this Agreement.

If Customer becomes locked out of the Space, Customer shall be solely responsible for securing a private locksmith to regain entry at Customer's sole expense; and shall follow all other terms and conditions as stated in this Section.

15 - Operation of Aircraft

The Customer is responsible for operating the Aircraft at the Airport in a safe manner, and in accordance with applicable Federal and State aviation regulations and the Pilots Operating Handbook. Aircraft engines will not be started or operated inside the hangars and engine run-ups will be performed only in designated run-up areas.

16 - Airport Rules and Regulations

Customer agrees to comply with the Hangar Rules and Regulations contained in "Exhibit A" attached hereto and hereby incorporated by reference. The Customer will also acknowledge receipt of same, and that Customer has read a copy of the Airport Rules and Regulations, which, in their most current form, are incorporated into this Agreement by this reference. Customer shall comply with any and all modifications or additional Airport Rules and Regulations, which the Owner may from time to time make

Hangar # _____

and adopt for safety, care, and cleanliness of the Airport or for the preservation of good order therein.

17- Default and Termination

The following shall constitute a breach of this Agreement and Customer shall be deemed in default:

- (a) Payment not remitted in accordance with Section 4 of this Agreement by the 10th day of any month;
- (b) Customer abandons the Space as defined in Section 19 of this Agreement;
- (c) Customer fails to comply with any conditions of this Agreement and does not reasonably correct the deficiency upon notice by Owner;
- (d) Customer fails to abide by the Airport Rules and Regulations;
- (e) Customer shall leave Space broom-clean and in orderly condition, with reasonable wear and tear excepted, at the termination of this Agreement.

The Owner may terminate this Agreement during the course of a monthly term upon the occurrence of default as stated in this Section. This Agreement shall otherwise be terminated in accordance with Section 3 of this Agreement.

18 – Remedies of Owner

Upon the occurrence of an event of default by the Customer, other than a failure of Customer to timely pay a sum that is due and payable, Owner shall notify Customer in writing of the event of default, and Customer shall, within five (5) calendar days of receipt of such written notice cure such event of default. Where the Customer fails to cure such event of default, Owner shall have the option to deny the Customer, without notice, access to the Space. Owner may condition Customer's access to the Space in any manner deemed reasonably necessary by Owner to maintain order at the Airport and in the Space. Such manners may include, but are not limited to, restricting hours of operation or changing locks.

In the event of termination for breach of this Agreement by Customer, Owner shall be entitled to move any aircraft in the Space to a different location at the Airport. The Owner shall within five (5) calendar days of moving the aircraft, provide Customer with a written notice confirming the new location of the aircraft.

If Customer is in control of an additional space at the Airport, Customer's default on one Space shall constitute Customer's default on all spaces, entitling Owner to deny Customer's access to all spaces.

Hangar # _____

19 – Abandonment of Property

If Customer is in default under Section 17 of this Agreement, the Owner has a right of entry and may consider any property, including but not limited to the Aircraft, belonging to Customer left in the Space, or at the Airport, to also have been abandoned. Upon the Customer's property being deemed abandoned, the Owner may remove the property from the Space and place the property in a holding area at the Airport. If the abandoned property is the Aircraft, the Owner may remove the Aircraft from the Space and relocate it to an area at the Airport used for purposes of storage, and may tie down the Aircraft. If the Aircraft is tied down at the Airport, the Customer shall be charged the monthly "tie down fee" as is applied to all other customers at the time of the abandonment. The Owner may dispose of all such property in any manner Owner shall deem proper and following South Carolina Code Chapter 55.

In asserting all rights under this Section, Owner is hereby released from any and all liability for damage caused to abandoned property.

20 - Insurance

Customer shall maintain an insurance policy on any Aircraft that shall occupy the Space. Said policy and/or policy endorsement or rider shall have minimum limits of coverage in the amount of one million dollars (\$1,000,000.00). Beaufort County shall be named as additional insured under said policy. Prior to [or within five (5) days after] the Effective Date of this Agreement, the Customer shall provide Owner with a certificate showing proof of such insurance. Said Certificate shall be obtained from the underwriter and not the insurance agent. Customer shall notify Owner of any changes in the insurance coverage and will do so within five (5) days after effective date of the change.

In the event any required insurance policy is canceled by the Customer or their Insurer, for any reason whatsoever, this Agreement shall terminate immediately and Owner shall have the right to occupy and take possession of the Space. Exception will be taken to this provision in the event that a replacement policy is obtained by the Customer without any gap in coverage. Customer agrees to provide copy of the insurance policy annually.

21 - Airport Security and Owner's Rights

Customer agrees to abide by and cooperate with Owner in the enforcement and implementation of applicable airport security regulations and measures. Security of the Space shall be the responsibility of the Customer. Customer agrees to provide Owner with a key to any personal locks or locking device used to secure the Space. Owner agrees that the key will be used only by the Owner or Owner's agent, only (a) for a reasonable inspection to check for safety or maintenance problems and assure compliance with this Agreement and Airport policies; and (b) in the event of an emergency or to make repairs or improvements to the facility. The Customer acknowledges that Owner has no control over, and no responsibility for, the use of the keys or permission provided by Customer to any third party.

Hangar # _____

22 - Signage

The Customer agrees that no signs or advertising matter may be erected without the written consent of the Owner.

23 - Arbitration

The Customer agrees that any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the Parties.

24 - Entire Agreement

This document constitutes the entire Agreement between the Parties, and no promises or representations, other than those contained herein and those implied by law, have been made by the Owner to Customer. Any modifications to this Agreement must be in writing signed by the Owner and Customer.

25 - Authority of Customer

If Customer is a corporation, partnership, or other entity, Customer hereby certifies that this Agreement is signed by an officer of the entity authorized to agree to the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

OWNER:
Beaufort County

By: _____
Jon Rembold, Airport Director

Witness

Witness

CUSTOMER:

By: _____
Name: _____

Its: _____

Witness

Witness



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease for Agnes Major Community Center to Boys and Girls Club of the LowCountry

Council Committee:

Governmental

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Philip Foot Assistant County Administrator Public Safety

Issues for Consideration:

None

Points to Consider:

Approval of leasing the Agnes Major Community Center to the Boys and Girls Club of the LowCountry for youth programming.

Funding & Liability Factors:

None

Council Options:

Approve or disapprove

Recommendation:

Staff recommend approval

ORDINANCE 2019 / __

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH BOYS AND GIRLS CLUB OF THE LOWCOUNTRY FOR THE AGNES MAJOR COMMUNITY CENTER.

WHEREAS, Beaufort County is the owner of Parcel Number R700 019 000 0132 0000 with a street address of 21 Agnes Major Road, Beaufort, SC 29901; and generally known as the Agnes Major Community Center (the “Center”); and

WHEREAS, Beaufort County operates the Center through the Beaufort County Parks and Recreation Services Department, and

WHEREAS, Boys and Girls Club of the LowCountry (the “Club”), a duly authorized South Carolina non-profit youth organization that provides youth programs for the community; and

WHEREAS, the Club desires to lease the Agnes Major Community Center for purposes of establishing youth programs in the community; and

WHEREAS, the County Administrator has negotiated a lease with the Club for the use of the agreed upon portions of the Center; and

WHEREAS, in accordance with Beaufort County Code of Ordinances Section 2-514, it is necessary for County Council to provide prior approval to the County Administrator to lease property owned by the County; and

WHEREAS, Beaufort County Council finds it is in the best interests of the community and Beaufort County to lease the Property to Boys and Girls Club of the LowCountry.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Boys and Girls Club of the LowCountry for use of the Agnes Major Community Center Building.

Adopted this ____ day of ____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this ____ day of _____, 2019, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Boys and Girls of the LowCountry, Inc** a mailing address of **17B Marshellen Drive, Beaufort, SC** with, hereinafter referred to as "Tenant".

1. DESCRIPTION OF LEASED PREMISES. Whereas Landlord leases to Tenant the following described premises (the "Premises"):

All that certain, piece, parcel or tracts of land, with improvements known as Agnes Major Activity Center, located in the Sheldon Township, County of Beaufort, State of South Carolina consisting of all that certain piece, parcel or tract of land, situate, lying and containing 4.16 acres, as shown on that certain plat prepared for the Heirs of B. Douglas Gatch by Rod C. Spann, R.L.S., dated May 2, 1978 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 25 at Page 133; and the one story building of approximately sixteen hundred thirty-two (1632) square feet, more or less, and property improvements consisting of playground equipment, all of which has a street address of 21 Agnes Major Road, Beaufort, South Carolina.

DMP: R700 019 000 0132 0000

2. TERM. The initial term of this Lease shall covered a period of twelve (12) months, commencing on the 1st day of _____, 2019, and terminating on the last day of _____ 2020, unless terminated sooner pursuant to the provisions of this Lease (the "Lease Term").

Upon the written approval of both the Landlord and Tenant the initial Lease Term may be extended for three (3) additional twelve (12) month periods thereby extending the possible termination date until _____, 2024.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of ONE AND NO/100 DOLLARS (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with this facility during the Lease Term.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including

without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. 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 to Landlord, terminate this Lease.

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 Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The demised Premises shall be used and occupied by Tenant exclusively as a Boys and Girls Club recreational facility and neither the Premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a Boys and Girls Club recreational facility. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises, during the Lease Term.

8. HOURS OF OPERATION. Tenant shall be allowed the use of the demised Premises during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Recreation Services Program, shall have access and use of the facility for all other times not identified above, and for such other times that the Boys and Girls Club may not be in session.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the Premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the Premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the Premises any individual(s) that do not have the express authorization or permission to occupy said Premises either from the Tenant or the Landlord; and (9) comply with this Agreement and any rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services

that may be necessary during those dates and times that Tenant shall enjoy possession and use of the Premises.

10. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised Premises for the agreed term. Tenant shall not allow or permit the Premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this Lease should Tenant fail to comply with the terms of this provision.

11. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the Lease Term and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Lease Term or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, floor mats, and other items that would be considered minor in nature. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Lease Term unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

13. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant

agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the Premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Lease Term.

14. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the Premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

16. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the Lease Term and any renewal thereof to enter the demised Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the Premises. No notice will be required in emergent situations or for access or entry upon the Premises.

17. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

18. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises.

19. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

20. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

21. SURRENDER OF PREMISES. At the expiration of the Lease Term, Tenant shall quit and surrender the Premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

22. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

23. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the Premises by Tenant, then Landlord may consider any personal property belonging to Tenant left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

24. TERMINATION. Tenant agrees to quit and deliver up the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 22.

25. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the Parties; is binding upon and inured to the benefit of the Parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

26. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

27. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the Premises, or to such other address as Tenant may from time to time give to Landlord for this purposes; and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

IN WITNESS THEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:

Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANT:

Boys and Girls Club of the LowCountry

Witness

By: _____
Name: _____
Its: _____

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

An Ordinance amending the County's 2019 General Bond ordinance (Ordinance No. 2019/21) to add \$500,000 to the bond amount for TCL training kitchen

Council Committee:

Finance Committee June 3, 2019

Meeting Date:

CC July 22, 2019

Committee Presenter (Name and Title):

Alicia Holland, CFO; Christopher Inglese, Deputy County Attorney

Issues for Consideration:

Decreases available portion of our 8% debt limit.

Points to Consider:

The intention is that these funds are a loan to TCL. However, the loan terms have yet to be memorialized. The record should reflect Council's intention to lend these funds and give some idea about what terms should be included in a promissory note.

Funding & Liability Factors:

There is no enforcement mechanism in the event TCL defaults on repayment of the loan.

Council Options:

Adopt the amended and restated ordinance. Or, amend. Or, deny.

Recommendation:

Approve with conditions. State for the record that the funds are a loan and provide preliminary discussion of what terms should be included in a promissory note.

AMENDED AND RESTATED ORDINANCE NO. 2019/___

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,775,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

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

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not to exceed eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State of South Carolina (the “State”) may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not to exceed its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code (“Title 11, Chapter 27”), provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

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

(f) The assessed value of all the taxable property in the County as of June 30, 2018, is \$1,813,283,219. Eight percent of the assessed value is \$145,062,657. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$97,748,931. Thus, the County may incur \$47,313,726 of additional general obligation debt within its applicable debt limitation.

(g) It is now in the best interest of the County for County Council to provide for the issuance and sale of not to exceed \$11,775,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) capital improvements; (ii) providing funds to the Technical College of the Lowcountry for the construction of a training kitchen facility at the May River Campus; (iii) paying costs of issuance of the Bonds (hereinafter defined); and (iv) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not to exceed \$11,775,000 aggregate principal amount of general obligation bonds of the County to be designated “\$11,775,000 (or such lesser amount issued) General Obligation Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purposes set forth in Section 1(g) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the Interim County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Interim County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the Interim County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine the date and time of sale of the Bonds; (f) receive bids on behalf of the County Council; and (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Interim County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly

authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

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

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent

change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the Interim County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the Interim County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

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

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Declaration of Intent to Reimburse Certain Expenditures. This Resolution shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to the Projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 15. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the

County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth on Exhibit A attached to this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

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

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 22. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP (Burr Forman McNair), as Bond Counsel and Hilltop Securities as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signatures follow]

Enacted this ____ day of _____, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF BEAUFORT
 GENERAL OBLIGATION BOND, SERIES 2019B

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____ in _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____ in _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2019.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on _____, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not to exceed \$_____ (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) capital improvements; (ii) providing funds to the Technical College of the Lowcountry for the construction of a training kitchen facility at the May River Campus;; (iii) paying costs of issuance of the Bonds (hereinafter defined); and (iv) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2019, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$_____; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed \$_____ General Obligation Bonds, Series 2019B (the "Bonds") of the County.

The proceeds of the Bonds will be used for the following purposes: (i) capital improvements; (ii) providing funds to the Technical College of the Lowcountry for the construction of a training kitchen facility at the May River Campus; (iii) paying costs of issuance of the Bonds (hereinafter defined); and (iv) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2019B,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the "County"), until 11:00 a.m, South Carolina time, on _____, _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2019B, of the County (the "Bonds").

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about _____, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to Burr & Forman LLP, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: fheizer@burr.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, Jeff Minch, Vice President, Hilltop Securities, 5925 Carnegie Boulevard, Suite 380, Charlotte, North Carolina 28209, telephone (704) 654-3451, e-mail: jeff.minch@hilltopsecurities.com..

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Bonds, Series 2019B, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$_____ General Obligation Bonds, Series 2019B, Beaufort County, South Carolina, dated _____, 2019.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2020, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax rates for County;
- (f) Tax collections for County; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission.

If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or

performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Interim County Administrator

Dated: _____, 2019

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Issue: \$_____ General Obligation Bonds, Series 2019B,
Beaufort County, South Carolina

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HARDEEVILLE FOR THE COLLECTION OF PUBLIC FACILITY DEVELOPMENT IMPACT FEES.

Council Committee:

Meeting Date:

JULY 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

ORDINANCE 2019/_____

AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HARDEEVILLE FOR THE COLLECTION OF PUBLIC FACILITY DEVELOPMENT IMPACT FEES.

NOW, THEREFORE, County Council of Beaufort County, South Carolina hereby authorizes the execution of an Intergovernmental Agreement with the City of Hardeeville to ensure that public facilities development impact fees are collected in accordance with the Beaufort County Impact Fee Procedure Ordinance, Library Facilities Ordinance, Parks and Recreation Facilities Ordinance, and Road Facilities Ordinance (Ordinance No. 2006/24) and any amendments thereto.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading: