COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
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CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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ROBERTS "TABOR" VAUX

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
FINANCE COMMITTEE
Monday, December 10, 2018
2:00 p.m.
Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:
Jerry Stewart, Chairman
Michael Covert, Vice Chairman
Rick Caporale
Gerald Dawson
Brian Flewelling
Steven Fobes
Stu Rodman

Staff Support:
Suzanne Gregory, Employee Services Director
Alicia Holland, CPA, Assistant County Administrator, Finance
Chanel Lewis, CGFO, Controller

1. CALL TO ORDER – 2:00 p.m.
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTIONS
4. APPROVAL OF AGENDA
5. CONTRACT AWARD / KOLCUN TREE CARE / OFF-AIRPORT TREE REMOVAL AND SUMMIT DRIVE MITIGATION / BEAUFORT COUNTY AIRPORT, HILTON HEAD ISLAND / $386,951.50 (backup)
6. UPDATE / FY 2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT
7. STATE (2%) ACCOMMODATIONS TAX BOARD FISCAL YEAR 2019 GRANT RECOMMENDATIONS TO TOURISM-RELATED ORGANIZATIONS IN THE CUMULATIVE AMOUNT OF $490,000 (backup)
8. DISCUSSION / AN MCIP AGREEMENT WITH JASPER COUNTY REGARDING PROJECT SKY (agreement) (ordinance)

The County Channel

9. DISCUSSION / POTENTIAL CHANGES TO THE ACCOMMODATIONS TAX ORDINANCE RELATING TO DESIGNATED MARKETING ORGANIZATIONS (backup)

10. EXECUTIVE SESSION
    A. Contract negotiations regarding a potential lease agreement of a spec building in the Beaufort Commerce Park

11. MATTERS ARISING OUT OF EXECUTIVE SESSION

12. DISCUSSION / REQUEST FOR INCREASED MEMBERSHIP OF THE BOARD OF ASSESSMENT APPEALS

13. TREASURER'S REPORT / RESULTS OF 2017 TAX YEAR AND UPDATE ON INVESTMENTS (report) (supplemental report)

14. ADJOURNMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Jerry Stewart, Chairman, Finance Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
IFB 102318HXD, Off Airport Tree Removal Mitigation and Summit Drive Mitigation

DATE: 11/29/2018

BACKGROUND:

As part of the ongoing tree removal project at Hilton Head Island Airport, it has been determined that mitigation of certain trees removed within the approaches to Runway 03-21 and along Summit Drive will need to be performed.

Beaufort County issued an Invitation to Bid (IFB) to contractors capable of providing the tree mitigation service. This project is being executed in accordance with the Hilton Head Island Airport Master Plan Phase I Implementation as directed by Beaufort County and Town of Hilton Head Councils in 2010.

Bids were received and reviewed by airport staff and consultants and it was determined that Kolcun Tree Care, Inc., was the lowest responsible/responsive bidder.

The Beaufort County Airports Board (BCAB) finds this contract award and work authorization acceptable. Therefore, the BCAB forwards these items to Finance Committee for their approval.

VENDOR INFORMATION:	COST:
Kolcun Tree Care, LLC, Hilton Head Island, SC	$386,951.50
Preferred Materials, Inc., Savannah, GA	$694,496.25
The Greenery, Inc., Hilton Head Island, SC	$737,008.76

Insert Addition Vendor Info.

FUNDING: 90% via FAA AIP Grant 37, 5% through SCAC and 5% via Hilton Head Island Airport Revenue.

Funding approved: Yes By: aholland Date: 11/30/2018

FOR ACTION: Finance Committee meeting occurring 12/10/2018.

RECOMMENDATION:

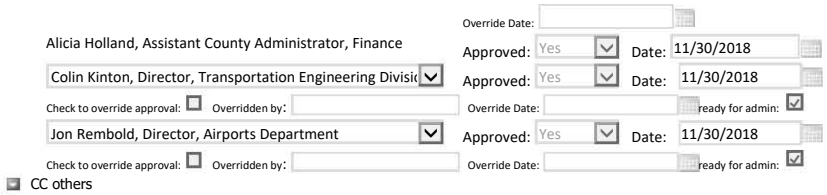
The Finance Committee approve and recommend to County Council the contract award to Kolcun Tree Care Inc., to perform the required tree removal services for a total cost of $386,951.50.

Attachment: IFB 102318HXD Attachments.pdf 433.6 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 11/30/2018

Check to override approval: Overridden by:



After Initial Submission, Use the Save and Close Buttons

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

November 26, 2018

Mr. Jon Rembold
Airports Director
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

RE: Bid Tabulation and Recommendation of Award
Off Airport Tree Removal Mitigation & Summit Drive Mitigation
Hilton Head Island Airport
TBE Project No. 2119-1808

Dear Mr. Rembold,

Bids for the above referenced project were opened on October 23, 2018 at 3:00 P.M. Three bids were received, opened and tabulated. The lowest bidder was **Kolcun Tree Care, LLC.** with a total bid proposal of **$386,951.50 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items),** the second lowest bidder was **Preferred Materials, Inc.** with a total bid proposal of **$694,496.25 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**, and the third lowest bidder was **The Greenery, Inc.** with a total bid proposal of **$737,008.76 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**. A tabulation of the bids is enclosed for your review.

Our review of the bids submitted, the proposal documents and project specifications revealed that the apparent low bidder Kolcun Tree Care, LLC., submitted a DBE participation amount of 8.3% exceeding the DBE goal of 6.1%. Therefore, it is our recommendation that **Kolcun Tree Care, LLC.** be awarded the construction contract for this project in the amount of **$386,951.50 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items).**

We recommend this award subject to the availability of federal and state funding assistance. A grant application for both the FAA and SCAC future grants will be transmitted under separate cover.

Sincerely,

Patrick E. Turney, PE, PLS
Project Manager

Enclosure

BID TABULATION
SCHEDULE A - SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT
TBE PROJECT NO. 2119-1703
OCTOBER 23, 2018

ITEM NO.	DESCRIPTION	QTY	UNIT	THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate	
				UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
A. SITE PREPARATION AND EARTH WORK											
1.	Selective Clearing and Grubbing	34,829	SF	$0.62	$21,593.98 *	$0.15	$5,224.35	$0.60	$20,897.40	$0.22	$7,662.38
2.	Soil Amendments	34,829	SF	$0.11	$3,831.19 *	$0.35	$12,190.15	$0.50	$17,414.50	$0.10	$3,482.90
Site Preparation and Earth Work Subtotal					**$25,425.17**		**$17,414.50**		**$38,311.90**		**$11,145.28**
B. LANDSCAPING											
Trees											
1.	ILCA2 Ilex cassine/ Dahoon Holly/ 8'-10'. H/ Cont.	11	EA	$629.51	$6,924.61 *	$822.54	$9,047.94	$1,430.00	$15,730.00	$350.00	$3,850.00
2.	ILCA Ilex cassine/ Dahoon Holly/ 6'-8'. H/ Cont.	11	EA	$564.72	$6,211.92 *	$642.54	$7,067.94	$420.00	$4,620.00	$175.00	$1,925.00
3.	MAVI2 Magnolia virginiana/ Sweetbay Magnolia/8'-10'H min./ Cont.	6	EA	$726.69	$4,360.14 *	$672.54	$4,035.24	$535.00	$3,210.00	$350.00	$2,100.00
4.	MAVI Magnolia virginiana/ Sweetbay Magnolia/6'-8'H min./ Cont.	6	EA	$629.51	$3,777.06 *	$552.54	$3,315.24	$440.00	$2,640.00	$175.00	$1,050.00
5	SAPA Sabal palmetto/ Cabbage Palm/ 12'-14'H/ Hurricane Cut	1	EA	$629.51	$629.51	$597.54	$597.54	$860.00	$860.00	$525.00	$525.00
Shrubs											
1	ILVO2 Ilex vomitoria/ Upright Yaupon Holly/ 5'-6' H/ #30 Cont.	28	EA	$449.18	$12,577.04 *	$447.54	$12,531.12	$695.00	$19,460.00	$350.00	$9,800.00
2.	ILVO Ilex vomitoria/ Upright Yaupon Holly/ 4' H/ #15 Cont.	28	EA	$395.36	$11,070.08 *	$387.54	$10,851.12	$420.00	$11,760.00	$175.00	$4,900.00
3.	MYCE2 Myrica cerifera/ Wax Myrtle/ 5'-6'/ #30 Cont.	30	EA	$388.71	$11,661.30 *	$372.54	$11,176.20	$535.00	$16,050.00	$350.00	$10,500.00
4.	MYCE Myrica cerifera/ Wax Myrtle/ 3'-3.5'/ #15 Cont.	30	EA	$259.38	$7,781.40 *	$237.54	$7,126.20	$292.14	$8,764.20	$150.00	$4,500.00
Other											
1.	MULCH Longleaf Pine Straw - 3" deep	34,829	SF	$0.19	$6,617.51 *	$0.32	$11,145.28	$0.35	$12,190.15	$0.15	$5,224.35
Landscaping Subtotal					**$71,610.57** *		**$76,893.82**		**$95,284.35** *		**$44,374.35**
C. MAINTENANCE											
	1 Year Maintenance & Watering (Landscape)	1	YR	$62,716.02	$62,716.02	$8,700.00	$8,700.00	$44,000.00	$44,000.00	$15,000.00	$15,000.00
Maintenance					**$62,716.02**		**$8,700.00**		**$44,000.00**		**$15,000.00**
D. TREE STORM DAMAGE REPAIR & MAINTENANCE											
	Tree Storm Damage Repair (see Note 2)	2	DAY	$6,763.37	$13,526.74 *	$1,600.00	$3,200.00	$11,250.00	$22,500.00	$6,500.00	$13,000.00
Tree Storm Damage Repair & Maintenance					**$13,526.74** *		**$3,200.00**		**$22,500.00**		**$13,000.00**
SCHEDULE A TOTAL					**$173,278.50** *		**$106,208.32**		**$200,096.25**		**$83,519.63**
ALTERNATE MAINTENANCE											
1.	Year 2 Maintenance	1	YR	$45,144.00	$45,144.00	$8,700.00	$8,700.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00
2.	Year 3 Maintenance	1	YR	$40,356.00	$40,356.00	$8,700.00	$8,700.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00
Alternate - Additional Maintenance					**$85,500.00**		**$17,400.00**		**$50,000.00**		**$20,000.00**

* DENOTES MATH ERROR

BID TABULATION
SCHEDULE B - RUNWAY 3 OFF-AIRPORT TREE REMOVAL MITIGATION
HILTON HEAD ISLAND AIRPORT
TBE PROJECT NO. 2119-1703
OCTOBER 23, 2018

ITEM NO.	DESCRIPTION	QTY	UNIT	THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate	
				UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
A. LANDSCAPING											
Trees											
1.	Ilex cassine/ Dahoon Holly/ 10' H/ 2" DIA/ Cont.	22	EA	$849.15	$18,681.30 *	$1,047.54	$23,045.88	$1,390.00	$30,580.00	$900.00	$19,800.00
2.	Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	5	EA	$816.76	$4,083.80 *	$672.54	$3,362.70	$655.00	$3,275.00	$700.00	$3,500.00
3.	Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/Cont.	26	EA	$921.06	$23,947.56 *	$792.54	$20,606.04	$1,290.00	$33,540.00	$1,000.00	$26,000.00
4.	Salix Nigra/ Black Willow/ 10' H/ 2" DIA/ Cont.	11	EA	$978.73	$10,766.03 *	$507.54	$5,582.94	$990.00	$10,890.00	$1,000.00	$11,000.00
5.	Sassafras Albidum/ Sassafras/ 10' H/ 2" DIA/Cont.	19	EA	$1,140.70	$21,673.30	$522.54	$9,928.26	$1,090.00	$20,710.00	$1,100.00	$20,900.00
6.	Juniperus Silicicola/ Red Cedar/ 6' H/ 1" DIA/ Cont.	25	EA	$525.21	$13,130.25 *	$372.54	$9,313.50	$375.00	$9,375.00	$500.00	$12,500.00
7.	Betula Nigra/ River Birch/ 10' H/ 2" DIA/ Cont.	9	EA	$735.77	$6,621.93 *	$447.54	$4,027.86	$535.00	$4,815.00	$600.00	$5,400.00
8.	Ilex Opaca/ American Holly/ 10' H/ 2" DIA/ Cont.	19	EA	$978.73	$18,595.87 *	$905.46	$17,203.74	$1,430.00	$27,170.00	$1,000.00	$19,000.00
9.	Taxodium Distichum/ Bald Cypress/ 10' H/ 2" DIA/Cont.	8	EA	$654.78	$5,238.24 *	$492.54	$3,940.32	$575.00	$4,600.00	$600.00	$4,800.00
10.	Myrica Cerifera/ Southern bayberry/ 10' H/ 2" DIA/ Cont.	4	EA	$784.36	$3,137.44 *	$597.54	$2,390.16	$890.00	$3,560.00	$800.00	$3,200.00
Other											
1.	MULCH Longleaf Pine Straw - 3" deep	30,000	SF	$0.19	$5,700.00 *	$0.37	$11,100.00	$0.35	$10,500.00	$0.20	$6,000.00
Landscaping Subtotal					**$131,575.72** *		**$110,501.40**		**$159,015.00**		**$132,100.00**
B. MAINTENANCE											
	1 Year Maintenance & Watering (Landscape)	1	YR	$59,415.17	$59,415.17	$8,700.00	$8,700.00	$34,400.00	$34,400.00	$30,000.00	$30,000.00
Maintenance					**$59,415.17**		**$8,700.00**		**$34,400.00**		**$30,000.00**
SCHEDULE B TOTAL					**$190,990.89** *		**$119,201.40**		**$193,415.00**		**$162,100.00**
ALTERNATE MAINTENANCE											
1.	Year 2 Maintenance	1	YR	$42,768.00	$42,768.00	$8,700.00	$8,700.00	$21,000.00	$21,000.00	$25,000.00	$25,000.00
2.	Year 3 Maintenance	1	YR	$38,232.00	$38,232.00	$8,700.00	$8,700.00	$21,000.00	$21,000.00	$20,000.00	$20,000.00
Alternate - Additional Maintenance					**$81,000.00**		**$17,400.00**		**$42,000.00**		**$45,000.00**

* DENOTES MATH ERROR

BID TABULATION
SCHEDULE C - RUNWAY 21 OFF-AIRPORT TREE REMOVAL MITIGATION
HILTON HEAD ISLAND AIRPORT
TBE PROJECT NO. 2119-1703
OCTOBER 23, 2018

ITEM NO.	DESCRIPTION	QTY	UNIT	THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate	
				UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
A. LANDSCAPING											
Trees											
1.	Ilex cassine/ Dahoon Holly/ 10' H/ 2" DIA/ Cont.	19	EA	$875.57	$16,635.83 *	$1,047.54	$19,903.26	$1,390.00	$26,410.00	$900.00	$17,100.00
2.	Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	6	EA	$843.18	$5,059.08 *	$672.54	$4,035.24	$655.00	$3,930.00	$700.00	$4,200.00
3.	Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/Cont.	19	EA	$1,005.15	$19,097.85 *	$792.54	$15,058.26	$1,290.00	$24,510.00	$1,000.00	$19,000.00
4.	Sassafras Albidum/ Sassafras/ 10' H/ 2" DIA/Cont.	6	EA	$1,167.12	$7,002.72 *	$522.54	$3,135.24	$1,090.00	$6,540.00	$1,100.00	$6,600.00
5.	Juniperus Silicicola/ Red Cedar/ 10' H/ 2" DIA/ Cont.	25	EA	$875.57	$21,889.25 *	$717.54	$17,938.50	$495.00	$12,375.00	$800.00	$20,000.00
6.	Ilex Opaca/ American Holly/ 10' H/ 2" DIA/ Cont.	26	EA	$1,005.15	$26,133.90 *	$1,047.54	$27,236.04	$1,430.00	$37,180.00	$1,000.00	$26,000.00
7.	Sassafras Albidum/ Sassafras/6' H/ 1" DIA/ Cont.	6	EA	$551.63	$3,309.78 *	$372.54	$2,235.24	$1,090.00	$6,540.00	$500.00	$3,000.00
Other											
1.	MULCH Longleaf Pine Straw - 3" deep	30,000	SF	$0.19	$5,700.00 *	$0.37	$11,100.00	$0.35	$10,500.00	$0.20	$6,000.00
Landscaping Subtotal					**$104,828.41** *		**$100,641.78**		**$127,985.00**		**$101,900.00**
B. MAINTENANCE											
	1 Year Maintenance & Watering (Landscape)	1	YR	$42,910.96	$42,910.96	$8,700.00	$8,700.00	$35,000.00	$35,000.00	$30,000.00	$30,000.00
Maintenance					**$42,910.96**		**$8,700.00**		**$35,000.00**		**$30,000.00**
SCHEDULE C TOTAL					**$147,739.37** *		**$109,341.78**		**$162,985.00**		**$131,900.00**
ALTERNATE MAINTENANCE											
1.	Year 2 Maintenance	1	YR	$30,888.00	$30,888.00	$8,700.00	$8,700.00	$23,000.00	$23,000.00	$25,000.00	$25,000.00
2.	Year 3 Maintenance	1	YR	$27,612.00	$27,612.00	$8,700.00	$8,700.00	$23,000.00	$23,000.00	$20,000.00	$20,000.00
Alternate - Additional Maintenance					**$58,500.00**		**$17,400.00**		**$46,000.00**		**$45,000.00**

* DENOTES MATH ERROR

	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE
SCHEDULE A TOTAL	**$85,500.00**	**$173,278.50**	**$17,400.00**	**$106,208.32**	**$50,000.00**	**$200,096.25**	**$20,000.00**	**$83,519.63**
SCHEDULE B TOTAL	**$81,000.00**	**$190,990.89**	**$17,400.00**	**$119,201.40**	**$42,000.00**	**$193,415.00**	**$45,000.00**	**$162,100.00**
SCHEDULE C TOTAL	**$58,500.00**	**$147,739.37**	**$17,400.00**	**$109,341.78**	**$46,000.00**	**$162,985.00**	**$45,000.00**	**$131,900.00**
SCHEDULE A + SCHEDULE B + SCHEDULE C TOTAL	**$225,000.00**	**$512,008.76**	**$52,200.00**	**$334,751.50**	**$138,000.00**	**$556,496.25**	**$110,000.00**	**$377,519.63**

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.



TALBERT, BRIGHT & ELLINGTON, INC.

10/23/2018
DATE

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____2018, by and between **BEAUFORT COUNTY**, hereinafter called the OWNER, and **KOLCUN TREE CARE, LLC** , hereinafter called the CONTRACTOR.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. **Scope of Work:**

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

Specifications and Contract Documents:

a. Project Plans prepared by Talbert, Bright & Ellington, Inc. and JK Tiller Associates, Inc., dated June 2018
b. Instructions to Bidders
c. General Conditions, including any Supplementary General Conditions
d. Project Special Provisions
e. Technical Provisions (Construction Details)
f. Proposal Accepted as modified in the amount of $386,951.50 (Schedule A plus Year 2 and Year 3 Alternate Maintenance Items, Schedule B plus Year 2 and Year 3 Alternate Maintenance Items, and Schedule C plus Year 2 and Year 3 Alternate Maintenance Items)
g. Performance and Payment Bond
h. Addendum No. 1 was issued on October 9, 2018
   Addendum No. 2 was issued on October 15, 2018
   Addendum No. 3 was issued on October 19, 2018
   Addendum No. 4 was issued on _____

i. Contract Modifications

ORIGINAL PROPOSAL:	$ 386,951.50
TOTAL ADDITIONS:	$ 0
TOTAL DEDUCTIONS:	$ 0
CURRENT CONTRACT AMOUNT:	$ 386,951.50

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.

2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided below and in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

4. The OWNER will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within thirty (30) days after receipt of a correct payment request. An amount equal to ten percent (10%) of the total amount due on the estimate will be deducted and retained by the OWNER until 50% of the work has been satisfactorily completed. If performance after 50% is unsatisfactory, retainage up to five percent (5%) may be reinstated. After the work is started, payment will be made on ninety percent (90%) of the value of materials on hand stored on the project site or in a bonded warehouse. The Engineer may withhold a monthly estimate when the payment will amount to One Thousand Dollars ($1,000.00) or less. Complete pay requests must include a notarized Sales Tax Report, a Recommendation for Payment form, and DBE Documentation for Contract Payments, if applicable.

5. Upon submission by the Contractor of evidence satisfactory to the OWNER that all payrolls, materials bills and other costs incurred by the first party in connection with the construction shall be made within 30 days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the OWNER.

6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

Remainder of this page is left blank intentionally.

SIGNATURE SHEET

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the County, acting through its County Council has caused this contract to be executed in the name Beaufort County by its County Administrator, and approved by the County Attorney of said County, and the Corporate Seal of Beaufort County to be hereto affixed.

THIS AGREEMENT, entered into as of the day and year first written above.

CONTRACTOR: ATTEST:

Kolcun Tree Care, LLC
(Name of Corporation)

Signature and Title *Date*
(Must be President or Vice President)

Signature and Title *Date*
(Must be Secretary or Assistant Secretary)

(CORPORATE SEAL)

OWNER:
Beaufort County

ATTEST:

By:
County Administrator *Date*

Title, Attest *Date*

The foregoing Contract Agreement is in correct form according to law and is hereby approved:

(COUNTY SEAL)

Attorney for Beaufort County Date

Executed in triplicate.

PERFORMANCE BOND

100% of the Contract Amount Minus Year 2 and Year 3 Alternate Maintenance Items

KNOW ALL MEN BY THESE PRESENT: that

KOLCUN TREE CARE, LLC
41 ULMER ROAD
BLUFFTON, SOUTH CAROLINA 29910

As Principal, hereinafter called Contractor, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453

Hereinafter called OWNER, in the amount of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty-One Dollars and Fifty Cents ($334,751.50) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement, dated _____, 2018 entered into a Contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____, 2018.

BY:

_____
Contractor

_____
Name *(Seal)*

_____
Title

WITNESS:

_____

BY:

_____ Principal
Surety

_____
Name *(Seal)*

_____
Title

WITNESS:

_____

BY:

_____
Licensed Resident Agent *(Signature)*

_____
Licensed Resident Agent *(Typed)*

_____
Street Address

_____
City, State, Zip

_____
Telephone Number

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount Minus Year 2 and Year 3 Alternate Maintenance Items

KNOW ALL MEN BY THESE PRESENT: that

KOLCUN TREE CARE, LLC
41 ULMER ROAD
BLUFFTON, SOUTH CAROLINA 29910

As Principal, hereinafter called Principal, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453

As Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty-One Dollars and Fifty Cents ($334,751.50) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Principal has by written agreement dated _____, 2018 entered into a contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably

required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.

   b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of

mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2018.

BY:

_____
Contractor

_____
Name *(Seal)*

_____
Title

WITNESS:

_____

BY:

_____ Principal
Surety

_____
Name *(Seal)*

_____
Title

WITNESS:

_____

BY:

_____
Licensed Resident Agent *(Signature)*

_____
Licensed Resident Agent *(Typed)*

_____
Street Address

_____
City, State, Zip

_____
Telephone Number

County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, South Carolina 29925
Phone: (843) 255-2942 Fax: (843) 255-9424

www.hiltonheadairport.com

TO: Chairman, Beaufort County Finance Committee

FROM: Harold Wallace, Beaufort County Airports Board Chair HBW

SUBJ: Beaufort County Airports Board Recommendations to Finance

DATE: 28 November 2018

BACKGROUND. On November 14, 2018, the Beaufort County Airports Board reviewed the following items:

- Bid Summary and Contract Award Recommendation - Off Airport Tree Removal Mitigation & Summit Drive Mitigation - Hilton Head Island Airport

Although the board did not take official action on this item because it was not yet formally approved by the project manager, the board was fully briefed by the Airports Director and is in favor of awarding the contract as presented.

cc: John Weaver, Interim County Administrator
Colin Kinton, Director Transportation Engineering
Jon Rembold, Airports Director

ACCOMMODATIONS TAX RECOMMENDATIONS

Plan Year 2018-19

#	Organization	Event/Project	Amt. Requested	Rec. Last Yr.	Amt. Recom	% of Ask	Name
1	Santa Elena Foundation	Out of Market	$9,225	$1,800	$5,000	54.20%	Andrew J. Beall
2	Beaufort County Heritage Tourism Corporation	Heritage Tourism Marketing and Attraction Review	$20,000	$0	**$0**	0.00%	Dr. Andy Beall
3	Public Art Fund of Community Foundation of the Lowcountry	2018 Public Art Exhibition on Hilton Head Island	$3,000	$5,000	$1,500	50.00%	Jean Heyduck
4	Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing	$125,000	$81,000	$64,000	51.20%	Larry Holman
5	Lean Ensemble Theater	Marketing, Lean Ensemble Theater 2018/19 Season	$6,000	$1,800	$1,800	30.00%	Blake White
6	Port Royal Sound Foundation	Renovation of Main Gallery Exhibit	$42,200	$0	$8,300	19.67%	Jody Hayward
7	Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2018-2019	$120,000	$100,000	$100,000	83.33%	Rob Wells
8	Child Abuse Prevention Association & Exchange Club	Ghost Tours	$1,500	$500	$500	33.33%	Jessie Chapman
9	SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County and the Lowcountry	$46,000	$35,000	$35,000	76.09%	Peach Morrison
10	Coastal Discovery Museum	Cultural and Eco-tourism Programs	$32,000	$20,000	$20,000	62.50%	Natalie Hefter
11	Coastal Discovery Museum	HH Invitational Disc Golf Tournament	$11,000	$11,000	$8,500	77.27%	Rex Garniewicz
12	Bluffton Historical Preservation Society	Heyward House Museum and Welcome Center	$15,000	$15,000	$10,000	66.67%	Katie Epps
13	Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	$10,000	$6,000	$6,000	60.00%	Jeff Gerber
14	Hilton Head Choral Society	Marketing Outreach for Tourism Development	$5,000	$3,000	$3,000	60.00%	Dan Castro
15	Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	$12,000	$10,000	$9,000	75.00%	Linda Bloom
16	Hilton Head Symphony Orchestra	Digital and Television Advertising	$20,000	$7,000	$7,000	35.00%	Mary Briggs
17	Friends of the Savannah Coastal Wildlife Refuges, Inc.	Self-Guided Tour Application for Pinckney Island National Wildlife Refuge	$5,787	$0	$0	0.00%	Rick Shields
18	Friends of Fort Fremont Historic Preserve	Panel Boards for the new Interpretive Center	$11,500	$7,000	$6,900	60.00%	Kathryn Sommerville Mixon
19	Historic Bluffton Arts & Seafood Festival, Inc.	Historic Arts & Seafood Festival	$10,000	$10,000	$7,000	70.00%	MaryAnn O'Neill
20	Daufuskie Island Foundation	Daufuskie Day	$15,000	$5,500	$5,000	33.33%	Ervin Simmons
21	Embrella Visionz, Inc.	1st Annual Gullah Hair Show	$15,000	$0	$0	0.00%	Andrea Murray
22	Friends of Hunting Island	Murals & Sculptures at Visitors Center	$47,200	$0	$36,000	76.27%	Barbara Temple
23	The Gullah Museum of Hilton Head Island	Permanet Exhibit Renovation Project	$38,330	$8,000	$13,500	35.22%	Andrea Murray
24	Gullah Festival, Shrimp Festival, Taste of Beaufort	Beaufort Festivals & Events Advertising FY 2018-2019	$45,000	$31,150	$32,500	72.22%	Thomas Hicks
25	Mitchelville Preservation Project	Various Events	$80,000	$27,500	$20,000	25.00%	Ahmad Ward
26	Hilton Head Island Concours d'Elegance, Inc.	HHI Concours d'Elegance & Motoring Festival	$40,000	$26,000	$26,000	65.00%	Carolyn Vanagel, Lindsey Harrell
27	Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Campaign	$25,000	$10,000	$10,000	40.00%	Robbie Wooten
28	Beaufort Film Society	Beaufort International Film Festival (13th)	$20,000	$15,000	$15,000	75.00%	Ron Tucker
29	Hilton Head Island-Bluffton Chamber of Commerce and Visitor & Convention Bureau	Accolade Marketing and Destination Photo/Video Shoot	$35,000	$21,000	$10,000	28.57%	Ariana Pernice
30	Greater Bluffton Chamber of Commerce & CVB, Inc.	Lowcountry Guide	$37,500	$10,000	$0	0.00%	Shellie West
31	Haig Point Foundation	Daufuskie Island Vibes & Tides	$16,600	$0	$0	0.00%	Kelly Smith
32	David M Carmines Foundation	Hilton Head Island Seafood Festival	$15,500	$10,000	$5,500	35.48%	Kelly Smith
33	NIBCAA	Hilton Head Island Gullah Celebration	$ 41,500	$ 23,000	$23,000	55.42%	Courtney Young

TOTAL:	$490,000	$976,842	$501,250	$490,000	45.63%	
$490,000	Amount Remaining:	$0				

MEETING MINUTES
ACCOMMODATIONS TAX (2% STATE) BOARD
TUESDAY, OCTOBER 16, 2018
8:30 a.m.
County Council Chambers
Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road
Beaufort, South Carolina 29901

Board Members:
Dick Farmer, Chairman - present
Olivia Young, Vice Chair - present
Emma Campbell - present
Vimal Desai - present
Anita Singleton-Prather - present
Walter Yount - present
Jonathan Sullivan - present

ACCOMMONDATIONS BOARD RECOMMENDATIONS

Plan Year 2018-19

#	Organization	Event/Project	Amt. Requested	Rec. Last Yr.	Amt. Recom	% of Ask	Name
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8	Child Abuse Prevention Association & Exchange Club	Ghost Tours	$1,500	$500	$500	33.33%	Jessie Chapman
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30	Greater Bluffton Chamber of Commerce & CVB, Inc.	Lowcountry Guide	$37,500	$10,000	$0	0.00%	Shellie West
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33	NIBCAA	Hilton Head Island Gullah Celebration	$ 41,500	$ 23,000	$23,000	55.42%	Courtney Young

TOTAL:	$490,000	$976,842	$501,250	$490,000	45.63%
$490,000	Amount Remaining:	$0			

The following Board members were recused as follows:
#4 - Anita Singleton-Prather
#6 - Jonathan Sulllivan
#26 - Dick Farmer
Board members came to a concensus an all recommended dollar amounts noted above.

STATE OF SOUTH CAROLINA	)	
	)	**AGREEMENT FOR THE ESTABLISHMENT OF**
COUNTY OF BEAUFORT	)	**MULTI-COUNTY INDUSTRIAL/BUSINESS PARK**
	)	**(PROJECT SKY)**
COUNTY OF JASPER	)	

THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (PROJECT SKY) for the establishment of a multi-county industrial/business park to be located within Beaufort County and Jasper County is made and entered into as of [_____ __], 2018, by and between Beaufort County, South Carolina ("Beaufort County") and Jasper County, South Carolina ("Jasper County").

RECITALS

WHEREAS, Beaufort County and Jasper County are contiguous counties which, pursuant to Ordinance No. [_____], enacted by Beaufort County Council on [_____ __], 2018, and Ordinance No. [_____] enacted by Jasper County Council on [_____ __], 2018, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Beaufort County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Beaufort); and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Beaufort County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. **Location of the Park.**

(A) The Park consists of property that is located in Beaufort County and which now or will be owned and/or operated by Project Sky one or more affiliates, and/or other project sponsors, as more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Beaufort County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Beaufort County and resolution of the county council of Jasper County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within

DRAFT

the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Beaufort County Council and resolution of Jasper County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Beaufort County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearings shall first be held by Beaufort County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Beaufort County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Beaufort County and Jasper County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

A. Beaufort County	100%
B. Jasper County	0%

6. **Allocation of Revenues.** Beaufort County and Jasper County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

A. Beaufort County	99%
B. Jasper County	1%

Any payment from Beaufort County to Jasper County of Jasper County's allocable share of Park revenues: (I) shall be made and accompanied by a statement showing the manner in which total payment and each County's share were calculated. If any Park revenues are received by Beaufort County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Beaufort County is not obligated to pay Jasper County more than Jasper County's share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. **Revenue Allocation within Each County.** Park revenues generated shall be distributed to and within the County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Beaufort County and to Jasper County, as the case may be, according to the proportions established by this Agreement. With respect to revenues allocable to Beaufort County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed within Beaufort County in the manner provided by ordinance of the county council of Beaufort County; provided, that (i) each taxing entity which overlaps the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such revenue-generating portion, (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity, and (iii) all taxing entities other than the foregoing shall receive zero percent (0%) of such revenues.

(B) Revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Beaufort County portion of the Park shall be distributed solely to Jasper County.

8. **Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Beaufort County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated Fee in Lieu of Tax Agreements"), with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Beaufort County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Sections 6** and **7** herein.

10, **Governing Laws and Regulations.** Any applicable ordinances and regulations of Beaufort County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Beaufort County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

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

13. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

14. **Additional Parties.** This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Beaufort County, and by resolution of the county council of Jasper County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Beaufort County only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to **Section 7** hereof.

15. **Term; Termination.** Except as specifically provided in this **Section 15**, Beaufort County and Jasper County agree that this Agreement may not be terminated in its entirety by any party and shall remain in effect for a period equal to the shorter of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property; provided, however, that this Agreement shall automatically terminate in its entirety on the 30th day after provision or payment in full, or termination, of all special source revenue credits or due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Beaufort County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Beaufort County shall first (i) obtain the written the consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Beaufort County complies with the preceding sentence, Beaufort County may terminate this Agreement upon providing thirty (30) days notice to Jasper County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

16. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Beaufort County, for matters

within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
D. Paul Sommerville, Chairman, County Council
Beaufort County, South Carolina

[SEAL]
Attest:

By: _____
_____, County Council Clerk,
Beaufort County, South Carolina

JASPER COUNTY, SOUTH CAROLINA

By: _____
D. T. Johnson, Jr., Chairman, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
Judy Frank, County Council Clerk
Jasper County, South Carolina

Exhibit A (Beaufort)

PARK PROPERTY

Property ID No. R700 020 000 0008 000, located at 1236 Trask Parkway, consisting of approximately 8.970 acres

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DRAFT

Exhibit B (Jasper)

JASPER COUNTY PROPERTY

None.

DRAFT

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ORDINANCE NO. 2018/____
(PROJECT SKY MULTI-COUNTY PARK)

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN BEAUFORT COUNTY AND TO INCLUDE THE AFOREMENTIONED PROPERTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (4) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (5) OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Multi-County Park Act"), Beaufort County, South Carolina ("Beaufort County") and Jasper County, South Carolina ("Jasper County"), in order to promote economic development and thus encourage investment and provide additional employment opportunities, Beaufort County and Jasper County, as authorized under the Multi-County Park Act, now propose to establish jointly a multi-county industrial/business park (the "Park"); and

WHEREAS, Beaufort County and Jasper County have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for Establishment of a Multi-County Industrial/ Business Park (Project Sky) proposed to be entered into by and between Beaufort County and Jasper County as of such date as may be agreed to by Beaufort County and Jasper County (the "Project Sky Multi-County Park Agreement"), a form of which Project Sky Multi-County Park Agreement has been presented to this meeting; and

WHEREAS, it appears that the Project Sky Multi-County Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Beaufort County for the purposes intended.

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

Section 1. Establishment of Project Sky Multi-County Park; Approval of the Project Sky Multi-County Park Agreement. There is hereby authorized to be established, in conjunction with Jasper County, a multi-county industrial/business park to be known as the Project Sky Multi-County Park and to include therein the Project Sky Property as more particularly described on Exhibit A. The form, provisions, terms and conditions of the Project

Sky Multi-County Park Agreement now before this meeting and filed with the Clerk to Beaufort County Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Project Sky Multi-County Park Agreement were set out in this Ordinance in its entirety. The Chairman of Beaufort County Council is hereby authorized, directed, and empowered to execute the Project Sky Multi-County Park Agreement in the name and on behalf of Beaufort County; the Clerk to Beaufort County Council is hereby authorized, directed, and empowered to attest the same; and the Chairman of Beaufort County Council is further authorized, directed, and empowered to deliver the Project Sky Multi-County Park Agreement to Jasper County.

The Project Sky Multi-County Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Beaufort County thereunder and as shall be approved by the officials of Beaufort County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Project Sky Multi-County Park Agreement now before this meeting.

The Chairman of Beaufort County Council, the County Administrator of Beaufort County, and the Clerk to the Beaufort County Council, for and on behalf of Beaufort County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Project Sky Multi-County Park and the performance of all obligations of Beaufort County under and pursuant to the Project Sky Multi-County Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fee in Lieu of Tax. The businesses and industries located in the Project Sky Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Project Sky Multi-County Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County. That portion of the fee allocated pursuant to the Project Sky Multi-County Park Agreement to Jasper County shall, upon receipt by the Treasurer of Beaufort County, be paid to the Treasurer of Jasper County in accordance with the terms of the Project Sky Multi-County Park Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Beaufort County and Jasper County, acting by and through the Treasurer of Beaufort County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit Beaufort County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 3. Sharing of Expenses and Revenues. Sharing of expenses and revenues of the Project Sky Multi-County Park by Beaufort County and Jasper County shall be as set forth in the Project Sky Multi-County Park Agreement.

Section 4. Distribution of Revenues within Beaufort County. Revenues generated from industries and businesses located in the Project Sky Multi-County Park and received by Beaufort County shall be distributed by Beaufort County in accordance with an ordinance to be passed by Beaufort County Council.

Section 5. Governing Laws and Regulations. The ordinances of Beaufort County, as applicable, concerning zoning, health and safety regulations, and building code requirements will apply for the entire Project Sky Multi-County Park.

Section 6. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Project Sky Multi-County Park properties is vested with the Sheriff's Department of Beaufort County. If any of the Project Sky Multi-County Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 7. Conflicting Provisions. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability. If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effectiveness. This Ordinance shall be effective upon third and final reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
D. Paul Sommerville, Chairman, County Council,
Beaufort County, South Carolina

[SEAL]

Attest:

By: _____
_____, Clerk to County Council,
Beaufort County, South Carolina

First Reading: _____ __, 2018
Second Reading: _____ __, 2018
Public Hearing: _____ __, 2018
Third Reading: _____ __, 2018

ORDINANCE 2018/___

AN ORDINANCE TO AMEND BEAUFORT COUNTY CODE OF ORDINANCES SECTION 66-26 et. seq. TO PROVIDE FOR TRANSPARENCY IN ACCOUNTING REPORTS FROM AGENCIES RECEIVING FUNDS FROM THE COUNTY ACCOMMODATIONS TAXES

WHEREAS, County Council having considered the matters brought before it and finding it in the best interest of the citizens and residents of Beaufort County to make such amendments to the Beaufort County Code of Ordinances to provide for accounting transparency from those agencies receiving funds from the County accommodations taxes.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that the Beaufort County Code of ordinances Section 66-26 et. seq. is hereby amended as provided below wherein deleted text is ~~struck through~~ and added text is <u>double underlined</u>:

DONE this ___ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Thomas J. Keaveny, II, Esquire
County Attorney

ATTEST:

_____
Connie L. Schroyer, Clerk to Council

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

DIVISION 1. - GENERALLY

Sec. 66-26. - Purpose.

The purpose of the accommodations tax board shall be to advise the county council in matters concerning the expenditure of revenues received by the county by means of a two-percent state tax on tourist lodging facilities; provisions of the state act require the council to comply with specified criteria for the expenditure of revenues derived from the tax, and the council wishes to comply with the provisions of the state act.

(Code 1982, § 7-21(a))

Sec. 66-27. - Membership.

Membership on the accommodations tax board shall be composed of the following:

(1) Four members shall be selected from the hospitality industry of the county.

(2) Two members shall be selected at the pleasure of the council.

(3) One member shall be selected from a cultural organization.

(Code 1982, § 7-21(b)(1)—(3))

Sec. 66-28. - Meetings.

The accommodations tax board shall meet no less than four times a year.

(Code 1982, § 7-21(b)(4))

Sec. 66-29. - Powers and duties.

To be in compliance with S.C. Code of Law, Title 6 Chapter 4, the state (2%) accommodations tax shall be allocated in the following manner:

(1) Be in compliance with the Ordinance No. 89-9; however, the first $25,000.00 of revenues received from the accommodations tax will, by law, be placed in the county's general fund with no restrictions on the expenditures.

(2) Five percent of the balance must be allocated to the general fund with no restrictions on expenditures.

(3) Thirty percent of the remaining balance is split with half going to the Greater Beaufort-Port Royal Convention and Visitors Bureau and half going to the Hilton Head - Bluffton Chamber of Commerce as the council hereby designates the Greater Beaufort-Port Royal Convention and Visitors Bureau and the Hilton Head - Bluffton Chamber of Commerce as the designated marketing organizations (DMOs).

(a) In accordance with state law, the DMOs shall submit for approval a detailed budget of planned expenditures. The proposed budgets from the two DMOs shall be presented at the April finance committee meeting. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county. The accounting shall include but not be limited to IRS form 990s from the organization receiving county funds, audited year-end financial statements, profit and loss statements and any other documentation in which the Finance Committee may request. The ~~final reports~~ accounting from the two DMOs shall be presented at the August ~~finance~~ Finance ~~committee~~ Committee meeting.

(b) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.

(c) Adoption of this section goes into effect immediately; however, any changes to this section of the Code after initial adoption shall go into effect one year from date of adoption.

(4) (a) The remaining balance plus earned interest received by the county must be allocated to a special fund and used for tourism-related expenditures. These expenditures shall be dispersed through a grant process of which the accommodations (2% state) tax board evaluates requests and makes recommendations to county council. Grant requests must not be used as an additional source of revenue to provide services normally provided by the county, but to promote tourism and enlarge its economic benefits through advertising, promotion, and providing those facilities and services which enhance the ability of the county to attract and provide for tourists. Tourism-related expenditures include:

i. Advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity;

ii. Promotion of the arts and cultural events;

iii. Construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;

iv. The criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;

v. Public facilities such as restrooms, dressing rooms, parks, and parking lots;

vi. Tourist shuttle transportation;

vii. Control and repair of waterfront erosion;

viii. Operating visitor information centers.

(b) Allocation must be spent within two years of receipt.

Sec. 66-30. Inspections and Audits.

(a) For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.

(b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

(Code 1982, § 7-21(c); Ord. No. 2009/15, 3-30-2009 ; Ord. No. 2018/21, 6-11-2018)

Secs. 66-31 —66-40. - Reserved.

DIVISION 2. - ACCOMMODATIONS (3%) TAX

Sec. 66-41. - Authority.

This article is enacted pursuant to the authority S.C. Code § 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county and S.C. Code § 6-1-500 et seq. (1976, as amended) which expressly provides authorization for the imposition of a local accommodations tax.

(Ord. No. 2002-11, § 1, 3-11-2002; Ord. No. 2005/10, § 1, 3-28-2005)

Sec. 66-42. - Local (3%) accommodations tax—definitions.

(a) *Tourist* and *transient* means a person traveling to and staying in places outside his or her usual environment for one night or more for leisure, business, or any other purpose for consideration within the unincorporated areas of Beaufort County, South Carolina. A person meeting this definition may be staying in places of public accommodations such as hotels, motels, inns, condominium, bed and breakfasts, tourist courts, campgrounds or the residences of family or friends for consideration.

(b) *Local accommodations tax* means a tax on the gross proceeds derived from the rental or charges for any rooms, campground spaces, lodgings, or sleeping accommodations furnished to transients by any hotel, inn, tourist court, tourist camp, motel, campground, residence or any place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person for a period of 90 continuous days are not considered proceeds

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from transients. The tax imposed herein does not apply to additional guest charges as defined in S.C. Code § 12-36-920(B) (1976, as amended).

(c) A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any room(s) (excluding meeting rooms) as provided above.

(Ord. No. 2002-11, § 2, 3-11-2002; Ord. No. 2005/10, § 2, 3-28-2005 ; Ord. No. 2009/15, 3-30-2009)

Sec. 66-43. - Payment of local (3%) accommodations tax.

(a) Payment of the local accommodations tax established herein shall be the liability of the consumer of the services described herein. The local accommodations tax shall be paid at the time of delivery of the services to which the local accommodations tax applies, and shall be collected by the provider of the services.

(b) The county shall provide a local accommodations tax return, which shall be utilized by the provider of the services to calculate the amount of local accommodation taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time the return is required to be filed as provided below.

Real estate agents, brokers, corporations, or listing services required to remit taxes under this article must notify the county if rental property, previously listed by them, is dropped from their listings. The notice shall be on a form provided by the county.

(c) The local accommodations tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:

(1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.

(2) Payments are due on or before the twentieth day following the end of the filing period.

(d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Accommodations Tax Account" is hereby established. All revenue and interest generated by

the local accommodations tax shall be deposited into this account. "The County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.

(e) Deposits into "The County of Beaufort, South Carolina, Local Accommodations Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

(Ord. No. 2002-11, § 3, 3-11-2002; Ord. No. 2005/10, § 3, 3-28-2005 ; Ord. No. 2009/15, 3-30-2009 ; Ord. No. 2009/36, 10-12-2009)

Sec. 66-44. - Permitted uses of local (3%) accommodations tax funds.

(a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and other funds deposited into "The County of Beaufort, South Carolina, Local Accommodations Tax Account." The revenue generated by the local accommodations tax must be used exclusively for the following purposes:

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

(2) Cultural, recreational, or historic facilities;

(3) River/beach access and renourishment;

(4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;

(5) Advertisements and promotions related to tourism development;

(6) Water and sewer infrastructure to serve tourism-related demand; and

(7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(8) For all other proper purposes including those set forth herein.

(b) 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 for the County of Beaufort, South Carolina.

(Ord. No. 2002-11, § 4, 3-11-2002; Ord. No. 2005/10, § 4, 3-28-2005 ; Ord. No. 2009/15, 3-30-2009)

Sec. 66-45. - Inspections and audits.

(a) For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.

(b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

(Ord. No. 2002-11, § 5, 3-11-2002; Ord. No. 2005/10, § 5, 3-28-2005 ; Ord. No. 2009/36, 10-12-2009)

Sec. 66-46. - Violations and penalty.

(a) It shall be a violation of this chapter to:

(1) Fail to collect the local accommodations tax in connection with the rental of accommodations to tourists or transients as set forth herein.

DRAFT

(2) Fail to remit to the County of Beaufort, South Carolina, any local accommodations taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.

(3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.

(4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.

(b) In the event that local accommodations taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.

(c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

(d) Upon identification of a delinquent account, the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

(Ord. No. 2002-11, § 6, 3-11-2002; Ord. No. 2005/10, § 6, 3-28-2005 ; Ord. No. 2009/36, 10-12-2009)

Sec. 66-47. - Management and use of local (3%) accommodations tax.

[The management and use of local accommodations tax is as follows:]

(a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected.

(b) Allocate $350,000.00 annually for advertising and promotion programs related to tourism development (subsection 66-44(a)(5)). These funds shall be allocated as follows:

(1) One hundred fifty thousand dollars shall be allocated to the Greater Beaufort-Port Royal Convention and Visitors Bureau for advertising, promotion and events to increase tourism within the county.

(2) One hundred fifty thousand dollars shall be allocated to the Hilton Head - Bluffton Chamber of Commerce for advertising, promotion and events to increase tourism within the county.

(3) Fifty thousand dollars shall be allocated to the Beaufort County Black Chamber of Commerce for advertising, promotion and events to increase tourism within the county.

(4) Funds shall be distributed to the designated organizations listed above on a quarterly basis no later than 30 days after the end of the quarter.

(5) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.

(c) Allocate the remaining balance of collections as follows:

(1) Twenty percent to establish a reserve fund for emergency or other unforeseen needs;

(2) Twenty percent for river/beach access and renourishment (subsection 66-44(a)(3));

(3) Sixty percent for tourism-related buildings, including, but not limited to, civic centers, coliseums and aquariums (subsection 66-44(a)(1)); cultural, recreational, or historic facilities; highways, roads, streets, bridges and boat ramps providing access to tourist destinations (subsection 66-44(a)(2)); water and sewer infrastructure to serve tourism-related demand (subsection 66-44(a)(6); the operation and maintenance, including police, fire protection, emergency medical services and emergency preparedness operating directly attendant to those facilities as

referenced above (subsection 66-44(a)(7); and for all other proper purposes (subsection 66-44(a)(8)).

(d) In accordance with state law, the three chambers shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county. The accounting shall include but not be limited to IRS form 990s from the organization receiving county funds, audited year-end financial statements, profit and loss statements and any other documentation in which the Finance Committee may request. The accounting from the above listed organizations shall be presented annually at the August Finance Committee meeting.

~~(e) Any changes to this section of the code shall go into effect after July 1, 2009.~~

(Ord. No. 2002-11, § 7, 3-11-2002; Ord. No. 2005/10, § 7, 3-28-2005 ; Ord. No. 2009/15, 3-30-2009 ; Ord. No. 2018/22, 6-11-2018)

Sec. 66-48. - Applicability and effective date.

(a) This division shall become effective on October 12, 2009.

(b) The business license department is authorized to adopt guidelines, policies and procedures to implement this division.

(Ord. No. 2009/36, 10-12-2009)

Sec. 66-49. - Severability.

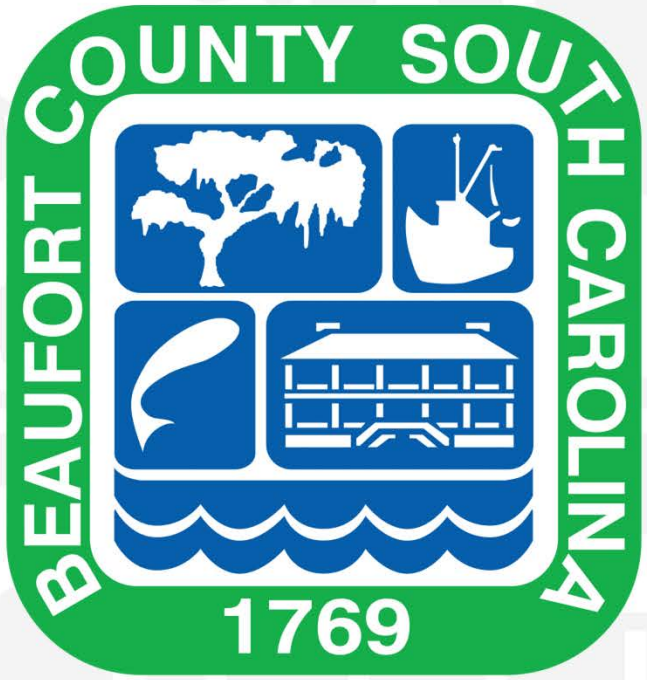
If any part of the ordinance is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance [Ord. No. 2009/36] without such unconstitutional, illegal or invalid provision, and the remainder of this division shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this division or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set

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of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

(Ord. No. 2009/36, 10-12-2009)

Sec. 66-50. - Reserved.



Beaufort County

TREASURER

Maria Walls, CPA

Delinquent Tax Sale

- Total collected during posting $ 3,136,501
  - Beaufort County Schools - $1,334,891
  - County - $682,558

- Total collected during advertising $2,418,518
  - Beaufort County Schools - $1,043,698
  - County - $493,536

Delinquent Tax Sale

- Online bidder registration
- Deed preparation fees were collected with the winning bid
- Partnered with County Departments
- Bidder resources

Delinquent Tax Sale Comparison

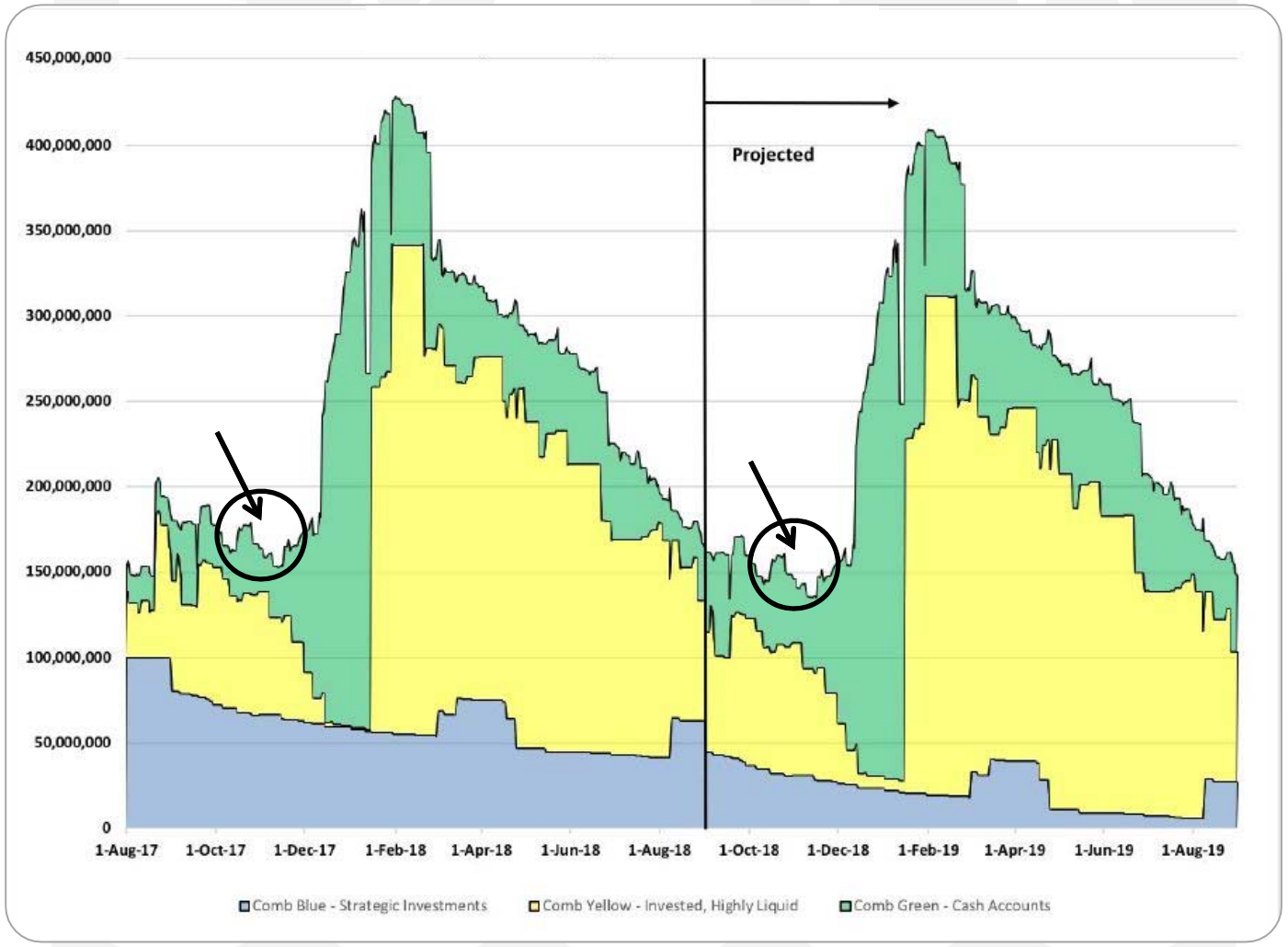
Tax Sale	2014	2015	2016	2017	2018
Parcels sent to auction	808	567	649	439	**449**
Number of Bidders	243	252	270	194	**204**
Parcels Sold	552	382	357	291	**343**
Number of Forfeits	4	2	2	2	**0**
Parcels sent to FLC	122	107	140	103	**76**
Number of Add-on Parcels	134	56	148	45	**30**
Total Bids Collected	$21,637,685	$12,559,412	$15,862,814	$14,810,326	**$11,666,633**
Total Taxes Due	$ 1,206,491	$ 687,546	$ 783,908	$ 537,075	**$ 481,767**
Total Overage	$20,431,194	$11,871,866	$15,078,906	$14,273,271	**$11,184,866**

The Beaufort County Treasurer's Office, professionals serving with innovation and enthusiasm.

Current Financials

- Unrestricted funds - $122,598,851
- Restricted funds - $71,323,494
- Allocation
  - 17% cash
  - 83% invested

Current Financials

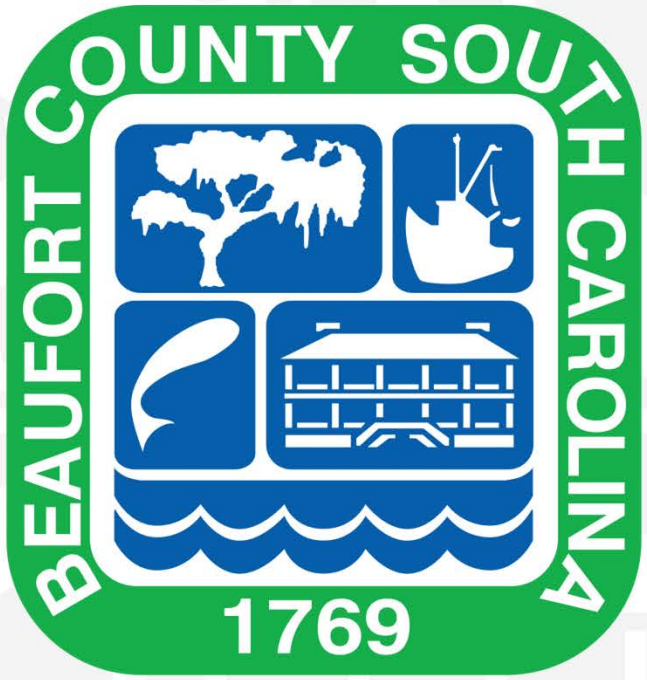


Current Financials

Fiscal Year	Investment Returns
2016	$ 425,673
2017	$ 756,326
2018	$ 2,976,382

Current Financials

Tax Year	Collection Rate
2017	98.66%
2016	98.28%
2015	97.98%



Beaufort County

TREASURER

Questions

Summary of Real and Personal Property

Tax Year 2016 as of October 31, 2017

						Taxable Value	
	County Operations	**County Debt**	**School Operations**	**School Debt**	**Total Charges**	**LegRes**	**Non-LegRes**
Real and Personal Property							
Billed	85,858,880.16	9,245,550.78	124,587,565.42	53,512,652.19	360,311,636.26	572,884,570	1,122,758,410
$ Paid	84,710,763.49	9,121,912.93	122,108,450.50	52,797,218.84	352,686,502.06	572,561,060	1,092,721,210
% Paid	98.66%	98.66%	98.01%	98.66%	97.88%	99.94%	97.32%
$ Outstanding	1,148,116.67	123,637.85	2,479,114.92	715,433.35	7,625,134.20	323,510	30,037,200
Motor Vehicles							
Billed	5,864,271.47	635,708.74	12,785,479.25	3,679,429.98	33,462,542.90		
$ Paid	5,102,391.51	553,230.88	11,122,768.29	3,202,037.04	29,005,659.94		
% Paid	87.01%	87.03%	87.00%	87.03%	86.68%		
$ Outstanding	761,879.96	82,477.86	1,662,710.96	477,392.94	4,456,882.96		
Total Taxes							
Billed	91,723,151.63	9,881,259.52	137,373,044.67	57,192,082.17	393,774,179.16		
$ Paid	89,813,155.00	9,675,143.81	133,231,218.79	55,999,255.88	381,692,162.00		
% Paid	97.92%	97.91%	96.98%	97.91%	96.93%		
$ Outstanding	1,909,996.63	206,115.71	4,141,825.88	1,192,826.29	12,082,017.16		
TIFs Paid to Date							
Total Taxes Paid Net of TIF							

Summary of Real and Personal Property

Tax Year 2017 as of October 31, 2018

						Taxable Value	
	County Operations	**County Debt**	**School Operations**	**School Debt**	**Total Charges**	**LegRes**	**Non-LegRes**
Real and Personal Property							
Billed	91,836,468.42	9,667,009.81	129,190,165.90	54,969,858.74	382,059,030.01	598,406,480	1,142,871,805
$ Paid	90,933,442.10	9,571,950.33	127,297,435.36	54,429,637.28	375,762,066.04	598,059,320	1,118,747,805
% Paid	99.02%	99.02%	98.53%	99.02%	98.35%	99.94%	97.89%
$ Outstanding	903,026.32	95,059.48	1,892,730.54	540,221.46	6,296,963.97	347,160	24,124,000
Motor Vehicles							
Billed	6,631,499.28	700,642.94	14,252,466.30	3,993,567.14	38,619,419.64		
$ Paid	5,787,167.30	611,531.08	12,439,795.84	3,486,086.41	33,634,495.72		
% Paid	87.27%	87.28%	87.28%	87.29%	87.09%		
$ Outstanding	844,331.98	89,111.86	1,812,670.46	507,480.73	4,984,923.92		
Total Taxes							
Billed	98,467,967.70	10,367,652.75	143,442,632.20	58,963,425.88	420,678,449.65		
$ Paid	96,720,609.40	10,183,481.41	139,737,231.20	57,915,723.69	409,396,561.76		
% Paid	98.23%	98.22%	97.42%	98.22%	97.32%		
$ Outstanding	1,747,358.30	184,171.34	3,705,401.00	1,047,702.19	11,281,887.89		
TIFs Paid to Date							
Total Taxes Paid Net of TIF							