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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
January 9, 2024

STATEMENT OF MEDIA NOTIFICATION

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

REGULAR MEETING - Council Chambers, 2nd Floor - 7:00 PM

Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC

I. CALL TO ORDER

A. Philip Cromer, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mike McFee, Mayor Pro Tem

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation recognizing Second Helpings on the milestone of distributing 50 million pounds of food

IV. PUBLIC COMMENT

V. PUBLIC HEARING AND FINAL READING

A. An ordinance providing for the issuance and sale of a not exceeding seven million one hundred thousand dollars (\$7,100,000.00) Hospitality and Accommodations Fee Revenue Bond- Public Hearing and 2nd reading

VI. MINUTES

- A. Worksession and Regular Meeting - December 12, 2023
- B. Special Council Meeting -December 19, 2023

VII. NEW BUSINESS

- A. Request from Holy Trinity to host the 5th annual Swing Bridge Run 5K on Saturday November 2, 2024, from 7:45 -9:30 am.
- B. Request for Co-Sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park, Day Dock, and complimentary parking to host Dragon Boat Race Day 2024 on Saturday, June 29, 2024
- C. Permissions to Host the 2024 Taste of Beaufort and Arts and Crafts Market in the Henry C. Chambers Park on May 3-4, 2024, request waivers for sale of alcohol, open

container, public drinking, noise ordinances, street closures and issuance of parking passes

- D. Permission to host the 2024 Beaufort Shrimp Festival and Arts and Crafts Market in the Henry C. Chambers Park, October 4-5, 2024, host the Run Forrest Run 5K/Walk on Saturday, October 5, 2024, and request waivers for the sale of alcohol, open container, public drinking, noise ordinances, street closures and permission for issuance of twenty five (25) parking passes
- E. Accommodations Tax Grant Award (ATAX) Recommendations
- F. Ordinance to Amend FY24 Budget for Revenues and Expenditures of General Fund and ARPA Fund- 1st Reading
- G. Authorization for City Manager to enter into a contract for Southside Park Phase I Improvements
- H. Appointments to the Planning Commission

VIII.REPORTS

- City Manager's Report
- Mayor Report
- Reports by Council Members

IX. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/15/2023
FROM: Traci Guldner, City Clerk
AGENDA ITEM TITLE: Proclamation recognizing Second Helpings on the milestone of distributing 50 million pounds of food
MEETING DATE: 1/9/2024
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	12/15/2023



PROCLAMATION

WHEREAS, over 20,000 residents of Beaufort, Jasper, and Hampton counties cannot afford all the food that they need and suffer food insecurity; and

WHEREAS, Second Helpings is the only nonprofit food rescue organization striving to eliminate hunger in this area and provides food, free of charge, for our neighbors in need; and

WHEREAS, this organization was started on Hilton Head Island in 1991 by residents who were concerned with feeding the hungry; and

WHEREAS, 180 residents of the Beaufort area (and 459 throughout the area) volunteer with Second Helpings each year; and

WHEREAS, local grocery stores and other outlets voluntarily donate food for rescue instead of filling our landfills with food that is acceptable for consumption; and

WHEREAS, the community supports Second Helpings through grants, food drives, direct donations, and other ways, and

WHEREAS, Second Helpings provides rescued and supplemental food to 23 food pantries, soup kitchens and family programs in Beaufort (and 54 throughout the area); and

WHEREAS, this organization has recently rescued its 50 millionth pound of food that is distributed free to our neighbors in need;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Beaufort, South Carolina, do hereby commend Second Helpings for rescuing its 50 millionth pound of food for the residents of our community.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 9th day of January 2024.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/14/2023
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: An ordinance providing for the issuance and sale of a not exceeding seven million one hundred thousand dollars (\$7,100,000.00) Hospitality and Accommodations Fee Revenue Bond- Public Hearing and 2nd reading
MEETING DATE: 1/9/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The fiscal year 2024 capital projects approved budget included capital improvements to Southside Park and Washington Street Park. One of the approved funding sources for these projects is the issuance of hospitality and accommodations fee revenue bond.

This is second reading of an Ordinance providing for the issuance of sale of a not exceeding seven million one hundred thousand (\$7,100,000) hospitality and accommodations fee revenue bond, Series 2024 of the City of Beaufort, South Carolina; amending and restating Section 7-13003 of the City's Code of Ordinances; and other matters relating thereto.

PLACED ON AGENDA FOR: *Action*

REMARKS:

First reading was held on December 12, 2023.

Public Notice about the hearing was given in the Beaufort Gazette on Friday, December 15, 2023.

ATTACHMENTS:

Description	Type	Upload Date
2024 Series Ordinance	Backup Material	12/15/2023

2024 SERIES ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$7,100,000) HOSPITALITY AND ACCOMMODATIONS FEE REVENUE BOND, SERIES 2024 OF THE CITY OF BEAUFORT, SOUTH CAROLINA; AMENDING AND RESTATING SECTION 7-13003 OF THE CITY'S CODE OF ORDINANCES; AND OTHER MATTERS RELATING THERETO

Dated January 9, 2024

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2024 SERIES ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$7,100,000) HOSPITALITY AND ACCOMMODATIONS FEE REVENUE BOND, SERIES 2024 OF THE CITY OF BEAUFORT, SOUTH CAROLINA; AMENDING AND RESTATING SECTION 7-13003 OF THE CITY'S CODE OF ORDINANCES; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED by the Mayor and the City Council Members of the City of Beaufort, South Carolina (the "City"):

ARTICLE I – FINDINGS OF FACT

Section 1.01. Findings of Fact. Incident to the enactment of this ordinance (this "2024 Series Ordinance") and the issuance of the indebtedness provided for herein, the City Council of the City, the governing body of the City (the "City Council"), finds that the facts set forth in this Section 1.01 exist and the following statements are in all respects true and correct:

(a) The City Council recognizes that tourism is an effective way of redistributing wealth in a community. Vibrant tourism provides: (i) economic benefits by providing jobs, increased spending, economic diversification and infrastructure redevelopment; (ii) social benefits by creating community identity and pride; and (iii) environmental benefits through financial support or in-kind support of local environmental and natural resources.

(b) On July 26, 2011, the City Council enacted a General Bond Ordinance (the "General Bond Ordinance") providing for the issuance of Hospitality and Accommodations Fee Revenue Bonds as described in Section 3.01 therein. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the General Bond Ordinance.

(c) Pursuant to the provisions of the General Bond Ordinance, the City issued its \$3,500,000 Hospitality and Accommodations Fee Revenue Bond, Series 2011, of which \$862,024.78 in principal amount is now outstanding (the "Series 2011 Bond").

(d) It is provided in and by the General Bond Ordinance that, upon enactment of a "Series Ordinance," there may be issued one or more Series of Bonds for the purpose of providing funds for any corporate purpose of the City for which Bonds may be issued under the provisions of the General Bond Ordinance (in compliance with the purposes authorized under the Enabling Act).

(e) The City Council has now determined that it is in the best interest of the City to issue a Series of Bonds (the "Series 2024 Bond") pursuant to the General Bond Ordinance for the purposes of constructing, improving, and equipping Southside Park and Washington Street Park projects (collectively, the "Project") and paying costs of issuance of the Series 2024 Bond. The Project is expected to attract tourists (as such term is used in Act No. 284 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 2010), promote tourism in and to the City and optimize the economic, social and environmental benefits discussed above. The Project is further expected to: (i) encourage visitors to the City; (ii)

showcase the City's existing assets; (iii) allow for community events and cross-promotional endeavors; (iv) expand regional and intergovernmental cooperation; (v) stimulate spending in the City; and (vi) serve as an inducement to economic development and private investment within the City.

(f) For these and other reasons, the Project complies with the authorized purposes provided at Sections 6-1-530 of the Code of Laws of South Carolina 1976, as amended, and particularly the authorization for tourism-related cultural or recreational facilities.

(g) By reason of the foregoing, the City has determined to enact this 2024 Series Ordinance in accordance with the terms and provisions of the General Bond Ordinance in order to issue the Series 2024 Bond for the purposes described in Section 1.01(e) hereinabove.

(h) Additionally, and by and through this 2024 Series Ordinance, the City has determined to amend and restate Section 7-13003 of the City's code of ordinances regarding the imposition, use, expenditure and allocation of Hospitality Fees in order to conform such Section to the terms of the General Bond Ordinance.

Section 1.02. Determinations Required by Section 3.02 of the Bond Ordinance.

(A) The City Council hereby specifies and determines that:

(1) The maximum authorized principal amount of the Series 2024 Bond shall be \$7,100,000;

(2) The Series 2024 Bond is being issued for the purpose of defraying all or a portion of the costs of the Project;

(3) The Project Costs associated with the Project to be funded by the Series 2024 Bond are estimated in the amount of \$7,000,000;

(4) The Series 2024 Bond shall be dated as of its date of issuance;

(5) There shall be no Debt Service Reserve Fund Requirement for the Series 2024 Bond;

(6) That U.S. Bank Trust Company, National Association shall be appointed as Trustee and accede to the duties of the Trustee under the General Bond Ordinance; and

(7) The following items are expressly delegated to the Authorized Representatives:

(i) To determine the maturity date of the Series 2024 Bond, and the principal amounts payable on each date in accordance with Section 3.03 hereof;

(ii) To determine the interest rate for Series 2024 Bond and the manner for determining such rate in accordance with Section 3.03 hereof;

- (iii) To determine the interest payment dates and the manner for determining such dates in accordance with Section 3.03 hereof;
- (iv) To determine the denominations and manner of numbers and letter the Series 2024 Bond in accordance with Section 3.03 hereof;
- (v) To determine the redemption date or dates for the Series 2024 Bond in accordance with Section 3.03 hereof;
- (vi) To determine the provisions for the sale of the Series 2024 Bond in accordance with Article V hereof; and
- (vii) To determine and make any other decision delegated to an Authorized Representative, including the City Manager under the terms of this 2024 Series Ordinance.

[End of Article I]

ARTICLE II – DEFINITIONS AND AUTHORITY

Section 2.01. Definitions. The terms defined in Article I and in this Section 2.01 and all words and terms defined in the General Bond Ordinance (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this 2024 Series Ordinance have the respective meanings given to them in the General Bond Ordinance, Article I above and in this Section 2.01.

“2011 Bond Redemption Account” means the subaccount of the Bond Redemption Account established for the Series 2011 Bond.

“2011 Interest Account” means the subaccount of the Interest Account established for the Series 2011 Bond.

“2011 Principal Account” means the subaccount of the Principal Account established for the Series 2011 Bond.

“2024 Bond Redemption Account” means the subaccount of the Bond Redemption Account established for the Series 2024 Bond.

“2024 Interest Account” means the subaccount of the Interest Account established for the Series 2024 Bond.

“2024 Principal Account” means the subaccount of the Principal Account established for the Series 2024 Bond.

“2024 Debt Service Reserve Fund Account” shall mean the account, if any, established with the Debt Service Reserve Fund.

“2024 Series Ordinance” shall mean this series ordinance.

“Bonds” means together the Series 2024 Bond and the Series 2011 Bond.

“City Manager” shall mean the City Manager of the City.

“Debt Service Fund” shall mean that fund initially established by City pursuant to Section 6.03(a) of the General Bond Ordinance, as transferred and maintained by the Trustee under Section 3.06(a) of this 2024 Series Ordinance.

“Purchaser” means the banking institution that purchases the Series 2024 Bond.

“Series 2024 Bond” shall mean the Hospitality and Accommodations Fee Revenue Bond of the City of the Series authorized by this 2024 Series Ordinance and issued on parity with the Series 2011 Bond.

“Trustee” means U.S. Bank Trust Company, National Association, its successor or assigns.

Section 2.02. Authority for this 2024 Series Ordinance. This 2024 Series Ordinance is enacted pursuant to the provisions of the General Bond Ordinance.

[End of Article II]

ARTICLE III – AUTHORIZATION AND TERMS OF THE SERIES 2024 BOND

Section 3.01. Authorization of Series 2024 Bond; Principal Amount; and Designation of Series.

(a) Pursuant to the provisions of the General Bond Ordinance, a Bond of the City entitled to the benefits, protection and security of the provisions of the General Bond Ordinance is hereby authorized in the principal amount of not exceeding Seven Million One Hundred Thousand Dollars (\$7,100,000). The Bond so authorized shall be designated “City of Beaufort, South Carolina Hospitality and Accommodations Fee Revenue Bond, Series 2024.”

(b) As determined by the City Manager, the Series 2024 Bond may be sold in multiple series bearing any such designation as appropriate. In the event the Series 2024 Bond is not issued in calendar year 2024, the City Manager may adjust the designation from the title of the Series 2024 Bond and the various accounts created therefore to denote the proper year of issuance. References herein to the Series 2024 Bond shall include all Series of Bonds issued under the provisions of this 2024 Series Ordinance. The Series 2024 Bond may be issued as either a tax-exempt or taxable obligation and if the Series 2024 Bond is issued as a taxable obligation, it shall bear an appropriate designation so as to distinguish its tax status.

(c) Any Hospitality Fee monies payable under Sec. 7-13003(1) or (2) of the City’s code of ordinances, as amended, shall be remitted to the Tourism Facilities Operation and Maintenance Fund in accordance with the flow of funds under the General Bond Ordinance.

Section 3.02. Purpose for Issuance. The Series 2024 Bond shall be issued for the purpose of providing funds to defray (i) the cost of the Project, and (ii) the costs related to the issuance of the Series 2024 Bond. Except for sums appropriated by City Council from other sources to fund the Project, it is expected that the majority of the Project Costs shall be payable from the proceeds of the Series 2024 Bond.

Section 3.03. Date of Issue; Type of Bond; Denomination; Interest Rate; Form of Bond; Maturity; and Redemption.

(a) The Series 2024 Bond shall be dated the date of its original delivery. The Series 2024 Bond shall be issued as a single typewritten, fully registered bond in the denomination of the principal amount thereof and shall bear interest at the rate determined in accordance with the provisions contained herein (calculated per annum on the basis of a 360-day year of twelve 30-day months).

(b) The Series 2024 Bond shall be in substantially the form attached hereto as Exhibit A, with any necessary or appropriate variations, omissions, and insertions as are incidental to the series, number, denomination, maturity, interest rate, redemption provisions, and other details thereof or as are otherwise permitted or required by law or by the General Bond Ordinance, including this 2024 Series Ordinance.

(c) Interest on the Series 2024 Bond shall be determined pursuant to the sale provisions provided in Section 5.01 hereof. Principal of and interest on the Series 2024 Bond

shall be payable on such dates as determined by the City Manager. The Record Dates for the payment of interest on the Series 2024 Bond shall be determined by the City Manager.

(d) The Series 2024 Bond shall mature on such dates as may be determined by the City Manager and shall be subject to redemption prior to maturity, at the option of the City upon the terms agreed to by and between the City Manager and the Purchaser.

Section 3.04. Appointment of Trustee.

(a) The Trustee is hereby appointed to act as Trustee, Paying Agent and Registrar for the Series 2024 Bond and the Series 2011 Bond. In appointing the Trustee as Trustee, Paying Agent and Registrar for the Series 2011 Bond, this 2024 Series Ordinance fulfills the appointment obligation under Section 7.01 of the General Bond Ordinance, and no separate resolution shall hereafter be required.

(b) The Trustee shall perform the role of Trustee, Paying Agent and Registrar for the Outstanding Bonds as permitted and described in the General Bond Ordinance and this 2024 Series Ordinance. The City shall pay to the Trustee from time to time reasonable compensation based on the then-standard fee schedule of such parties for all services rendered under the General Bond Ordinance and this 2024 Series Ordinance, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the General Bond Ordinance and this 2024 Series Ordinance.

(c) The Series 2024 Bond shall be presented for registration of transfers and exchanges and notices and demands to or upon the Trustee and the City in respect of the Series 2024 Bond may be served, at the corporate trust office of the Trustee.

(d) The Trustee, in its capacity as Trustee, Paying Agent and Registrar, shall accept its appointment by a written instrument delivered to the City on or before the closing of the Series 2024 Bond.

Section 3.05. Authentication; Payment.

(a) In accordance with Section 4.02 of the General Bond Ordinance, the Series 2024 Bond shall be authenticated by the Registrar in accordance with the provisions thereof upon the delivery thereof by the City. The Series 2024 Bond shall bear interest from its issuance date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of authentication of the Series 2024 Bond.

(b) The principal of and interest on the Series 2024 Bond shall be paid by check or draft mailed from the office of the Registrar to the person in whose name the Series 2024 Bond is registered at the close of business on the Record Date, and presentment of the Series 2024 Bond for payment shall not be required, except for the final payment of principal and interest thereon or upon such other condition or indicia of satisfaction as may be mutually agreed-upon by the City and the Purchaser.

(c) Any Holder of the Series 2024 Bond in the aggregate principal amount of \$1,000,000 or more may request, prior to the applicable Record Date, that interest payments be made by wire transfers to such Holder at an account specified by such Holder.

Section 3.06. Establishment of Funds.

(a) In accordance with Section 6.03 of the General Bond Ordinance, the Debt Service Fund was initially established by the City. Under the terms of this 2024 Series Ordinance, the Debt Service Fund and all accounts therein, including the Principal Account, Interest Account, Bond Redemption Account, and all subaccounts associated with the Series 2011 Bond (the 2011 Principal Account, 2011 Interest Account and 2011 Bond Redemption Account) shall be transferred to and maintained by the Trustee. Further, the Trustee shall establish the 2024 Principal Account within the Principal Account, the 2024 Interest Account within the Interest Account, and the 2024 Bond Redemption Account within the Bond Redemption Account.

(b) The Debt Service Fund and accounts and subaccounts therein shall be held in the complete control and custody of the Trustee. Deposits thereto and payments therefrom shall be made in accordance with the provisions of the General Bond Ordinance.

(c) In accordance with Section 6.04 of the General Bond Ordinance, a Debt Service Reserve Fund shall be established by the Trustee. However, there was no Debt Service Reserve Fund Requirement for the Series 2011 Bond and therefore no 2011 Debt Service Reserve Fund Account was ever established. Respecting the Series 2024 Bond, no 2024 Debt Service Reserve Fund Account shall be established within the Debt Service Reserve Fund because there is no Debt Service Reserve Fund Requirement for the Series 2024 Bond.

(d) In accordance with Section 6.06 of the General Bond Ordinance, there is hereby established the 2024 Construction Fund, which shall be funded in accordance with Section 4.01 hereof.

Section 3.07. Registrar. Pursuant to the authorizations contained within Section 4.10 of the General Bond Ordinance, the Trustee shall serve as Registrar for the Series 2024 Bond and shall be authorized to perform the duties and responsibilities as set forth in the provisions of the General Bond Ordinance. Additionally, the Trustee shall succeed the Clerk as Registrar for the Series 2011 Bond and shall be authorized to perform the duties and responsibilities as set forth in the provisions of the General Bond Ordinance respecting the Series 2011 Bond.

Section 3.08. Other Funds. As permitted by the General Bond Ordinance, the City shall continue to maintain the Hospitality and Accommodations Fee Revenue Fund and the Tourism Facilities Operation and Maintenance Fund.

[End of Article III]

ARTICLE IV – APPLICATION OF BOND PROCEEDS

Section 4.01. Use and Disposition of Series 2024 Bond Proceeds.

(a) Upon delivery of the Series 2024 Bond, the proceeds thereof shall be deposited into the 2024 Construction Fund as established by Section 3.06(d) hereof. Disbursements shall be made from the 2024 Construction Fund to defray the costs of the Project and costs of issuance of the Series 2024 Bond.

(b) (i) The 2024 Construction Fund shall be held, maintained and controlled by the City or as the City otherwise directs.

(ii) Alternatively, and in the sole discretion of the City Manager, the 2024 Construction Fund may be established with and held by the Trustee; if held by the Trustee, the City Manager shall be authorized to negotiate the terms by which the Trustee shall hold and maintain the 2024 Construction Fund.

(c) Should any moneys remain in the 2024 Construction Fund after completion of and payment for the costs of the Project and payment of all costs of issuance, such moneys shall be transferred to or by (contingent on the provisions of Section 4.01(b) above) the Trustee and used to pay principal of and/or interest on the Series 2024 Bond.

(d) In lieu of compliance with Section 4.01(c) hereof, upon the approval of the Purchaser and subject to the approving opinion of bond counsel, the proceeds remaining in the 2024 Construction Fund shall be used by the City for any purpose permitted by law.

(e) Moneys in the 2024 Construction Fund shall be invested and reinvested in Investments Obligations.

[End of Article IV]

ARTICLE V – SALE OF SERIES 2024 BOND

Section 5.01. Sale of Series 2024 Bond.

(A) The City Manager is authorized to engage First Tryon Advisors as its municipal advisor to assist the City with the sale and delivery of the Series 2024 Bond, and any other matters related to the Series 2024 Bond. Further, the City Manager is authorized to engage Pope Flynn, LLC as bond counsel and local counsel in connection with the Series 2024 Bond. The City Manager is further authorized to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with other professionals, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Series 2024 Bond, as is necessary and desirable.

(B) The Series 2024 Bond may be sold to an institution or institutions as a single instrument as a means of making a commercial loan, pursuant to negotiation, with or without providing for distribution of a request for proposals. In such case, the City Council authorizes the City Manager to solicit, or cause to be solicited, financing proposals from prospective purchasers of Series 2024 Bond and award the Series 2024 Bond to the banking or financial institution that provides the most favorable terms, including the rate of interest the Series 2024 Bond shall bear, for the payment of the Series 2024 Bond. Alternatively, the City Manager is authorized to negotiate the sale of the Series 2024 Bond directly with such banking institutions as he shall determine. Upon such a negotiation, he is authorized to award the sale of the Series 2024 Bond to the banking or financial institution that he determines. Further, and to the extent that any bid solicitation or direct negotiation has occurred prior to the enactment of this 2024 Series Ordinance, all such actions are ratified, approved and confirmed.

(C) Such Series 2024 Bond shall be issued as a single Series (or separate single Bonds if the Series 2024 Bonds are sold in multiple Series), without CUSIP identification (unless otherwise agreed by the Purchaser and the City Manager on behalf of the City). The Purchaser of such Series 2024 Bonds shall execute an investor letter to the City acknowledging its purchase of the Series 2024 Bonds as a means of making a commercial loan.

(D) As requested by a Purchaser of the Series 2024 Bond, the City may furnish or arrange to provide all other financial information related to or affecting the City as the Purchaser may reasonably request or require. Upon reasonable notice, the City shall permit any Holder of the Series 2024 Bond, or its agents and representatives, to inspect during regular business hours the City's books and records.

[End of Article V]

ARTICLE VI – COMPLIANCE WITH REQUIREMENTS OF THE CODE

Section 6.01. Tax Covenants. The City hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2024 Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and the United States Treasury Regulations (the “Regulations”). Without limiting the generality of the foregoing, the City represents and covenants that:

(a) All property financed or refinanced with the net proceeds of the Series 2024 Bond will be owned by the City or another governmental entity thereof in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The City shall not permit the proceeds of the Series 2024 Bond or any facility financed or refinanced with the proceeds of the Series 2024 Bond to be used in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used in a private business use; or (ii) an amount greater than the lesser of five percent (5%) of such proceeds or \$5,000,000 being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The City is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Series 2024 Bond that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Regulation.

(d) The City will not sell or lease, or permit any other party to sell or lease, any property financed or refinanced with the Series 2024 Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Series 2024 Bond.

(e) The Series 2024 Bond will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The City shall not enter into any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Series 2024 Bond and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Series 2024 Bond.

(f) In accordance with Section 8.06 of the General Bond Ordinance, the City will, so long as the Series 2024 Bond is Outstanding, furnish a copy of its audited financial statements to the Holder.

Section 6.02. Arbitrage Bonds. The City hereby covenants and agrees with the Holder of the Series 2024 Bond that no use of the proceeds of the Series 2024 Bond shall be made which, if such use had been reasonably expected on the date of issue of the Series 2024 Bond, would have caused the Series 2024 Bond to be an “arbitrage bond,” as defined in the Code, and to that end the City hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any Regulations so long as the Series 2024 Bond is 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 Government;

(c) make such reports of such information at the time and places required by the Code;
and

(d) take such other action as may be required to assure that the tax-exempt status of the Series 2024 Bond will not be impaired.

Section 6.03. Qualified Tax-Exempt Obligation - Designation.

The City does not expect to issue tax-exempt obligations in calendar year 2024 which, when added to the principal amount of the Series 2024 Bond, would aggregate more than \$10,000,000. Accordingly, the Series 2024 Bond is hereby designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.

[End of Article VI]

ARTICLE VII – OTHER INSTRUMENTS

Section 7.01. Other Instruments and Actions; Additional Documents. The Authorized Representatives and the Clerk are fully authorized and empowered to take any further action and to execute and deliver any closing documents as may be necessary and proper to effect the delivery of the Series 2024 Bond in accordance with the terms and conditions hereof. The actions by any of the authorized officers in executing and delivering documents in any such form as he or she shall approve is hereby fully authorized. Additionally, any actions taken by the above mentioned officials affecting the delivery of the Series 2024 Bond prior to the enactment of this 2024 Series Ordinance are hereby approved and authorized.

Section 7.02. General Bond Ordinance and Series Ordinance to Constitute Contract. The General Bond Ordinance, as supplemented by this 2024 Series Ordinance, is a contract with the City and the Holder of the Series 2024 Bond.

[End of Article VII]

ARTICLE VIII – AMENDMENT TO CITY CODE OF ORDINANCES

Section 8.01. Amendment to Section 7-13003. As currently enacted, Section 7-13003 of the City’s code of ordinances, as originally enacted by Ordinance No. 20-94 dated November 11, 1994, as amended by Ordinance No., 28-97 dated July 22, 1997, Ordinance No. 36-99 dated June 8, 1999, Ordinance No. 04-07 dated January 23, 2007, Ordinance No. 22-17 dated September 26, 2017 and Ordinance No. 17-18 dated June 26, 2018, provides an allocation of the Hospitality Fees that reduces the amount of Hospitality Fees available to pay debt service on Bonds. This limitation is inconsistent with the pledge of Hospitality Fees granted by the General Bond Ordinance, and the City has determined to amend and restate such section to be consistent with the terms of the General Bond Ordinance. For purposes of this Section 8.01, ~~strike-through~~ shows deleted language and underlined shows added language for illustrative purposes only. On the basis of the foregoing, Part 1, Chapter 13, Section 7-13003 as previously enacted by various prior actions of the City Council, is hereby amended and restated as follows:

Sec. 7-13003. - Hospitality fee.

A uniform fee equal to two (2) percent is hereby imposed on the gross proceeds derived from the sale of all food and beverages served by a restaurant, hotel, motel, or other food service facility within the City of Beaufort. In addition, the fee shall be imposed for all food and beverages prepared or modified by convenience stores or grocery stores within the City of Beaufort, South Carolina. All hospitality fees received by the city shall be allocated as follows:

- (1) Five ~~and one-tenths~~ (5.0) percent shall be allocated to the designated marketing organization specifically targeted for advertising to increase tourism, within the City of Beaufort.
- (2) One and one-tenth (1.1) percent shall be available through appropriation, for advertising to increase tourism and revitalization of the downtown economy. The allocation will be awarded by the Beaufort City Council through the annual budget process, based on budget presentation of certain non-profit organizations invited by city council to present. The presentation to the city council will be conducted during the normal budget period. An allocation of these funds shall be based on the objectives that best achieve city council goals and purposes.
- (3) Ninety-three and nine-tenths (93.9) percent shall be allocated for uses permitted in section 7-13006 below.

To the extent any bonds are outstanding under the terms of the General Bond Ordinance dated July 26, 2011, as may be amended from time to time, all hospitality fees are pledged to the payment of bonds issued thereunder. All hospitality fees shall be used for the payment of bonded indebtedness contemplated by Section 7-13006(7) herein prior to and in priority of any other allocation by the City under subsections (1) or (2) of this Section 7-13003. Amounts allocated under subsections (1) or (2) of this Section 7-13003 shall be considered payable from the Tourism

Facilities Operation and Maintenance Fund as such term is defined and described in the General Bond Ordinance.

[End of Article VIII]

ARTICLE IX – MISCELLANEOUS

Section 9.01. Severability. If any one or more of the covenants or agreements provided in this 2024 Series Ordinance on the part of the City or the Trustee to be performed should be contrary to applicable law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of this 2024 Series Ordinance.

Section 9.02. Continuing Disclosure Covenant.

(a) In accordance with Section 11-1-85 of the Code of Law of South Carolina 1976, as amended (“Section 11-1-85”), the City hereby covenants to file with a central repository for availability in the secondary market when requested (1) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and (2) event specific information, within thirty (30) days of an event adversely affecting more than five percent of the City’s revenue or tax base.

(b) The only remedy available in the event the City fails to comply with this Section 9.02 shall be an action for specific performance. The City reserves the right to modify this Section 9.02 to reflect changes in or any repeal of Section 11-1-85 without the consent of the Holders of the Series 2024 Bond.

Section 9.03. Certain Findings; Determinations and Covenants. The City finds, determines and covenants:

(a) This 2024 Series Ordinance supplements the General Bond Ordinance, constitutes and is a “Series Ordinance” within the meaning of the quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(b) The Series 2024 Bond constitutes and is a “Bond” within the meaning of the quoted word as defined and used in the General Bond Ordinance.

(c) The Hospitality and Accommodations Fee Revenues pledged under the General Bond Ordinance are not encumbered by any lien or charge thereon or pledge thereof other than as permitted under the General Bond Ordinance.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute an Event of Default under the General Bond Ordinance.

(e) The Series 2024 Bond is being issued for the purposes described in Article I of this 2024 Series Ordinance.

(f) All prior actions of Authorized Representatives in furtherance of the purposes of this 2024 Series Ordinance (including, but not limited to, any negotiated sale of Series 2024 Bonds or any solicitation of bids under the provisions of Article V hereof) are hereby approved, ratified and confirmed.

(h) Unless otherwise limited, suspended or terminated by the General Assembly, the City shall not at any time, during the term that Series 2024 Bond is outstanding, reduce the percentage of the Hospitality Fee or the Accommodations Fee below the levels that currently exist on the date of enactment of this 2024 Series Ordinance.

Section 9.04. Interested Parties. Nothing in the General Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and the Holder of the Series 2024 Bond, any right, remedy or claim under or by reason of the General Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the General Bond Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Holder of the Series 2024 Bond.

Section 9.05. Required Publications and Public Hearing. By the terms of the General Bond Ordinance and the Enabling Act, the Series 2024 Bond is being issued pursuant to the procedures in Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (“Section 4-29-68”). As required by Section 4-29-68, a public hearing shall be held prior to enactment of this 2024 Series Ordinance. Notice of such public hearing shall in the form set forth in Exhibit B.

Section 9.06. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Articles and Sections of this 2024 Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2024 Series Ordinance.

Section 9.07. Transaction Statements. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of security transactions as they occur. The City specifically waives such right to notification with respect to security transactions entered into by the Trustee to the extent permitted by law and acknowledges that it will receive periodic transaction statements that will detail all investment transactions.

Section 9.08. Effective Date. This 2024 Series Ordinance shall become effective immediately upon its enactment.

[End of Article IX]

DONE, RATIFIED AND ENACTED THIS 9th day of January 2024.

CITY OF BEAUFORT, SOUTH CAROLINA

(SEAL)

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk, City of Beaufort, South Carolina

First Reading: December 12, 2023

Public Hearing: January 9, 2024

Second Reading: January 9, 2024

FORM OF BOND

WITH THE CONSENT OF THE PURCHASER, AND NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THE GENERAL BOND ORDINANCE OR THE 2024 SERIES ORDINANCE, THE BOND MAY BE SOLD OR TRANSFERRED ONLY TO PURCHASERS WHO EXECUTE AN INVESTMENT LETTER DELIVERED TO THE CITY, IN FORM SATISFACTORY TO THE CITY, CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO THE SUITABILITY OF SUCH PURCHASERS TO PURCHASE AND HOLD THE BOND. SUCH RESTRICTION SHALL BE SET FORTH ON THE FACE OF THE BOND AND SHALL BE COMPLIED WITH BY EACH TRANSFEREE OF THE BOND.

R-1 \$ _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF BEAUFORT
HOSPITALITY AND ACCOMMODATIONS FEE REVENUE BOND
SERIES 2024

No. R-1

<u>Interest Rate</u> _____ %	<u>Final Maturity Date</u> _____	<u>Original Date of Issue</u> _____, 2024
---------------------------------	-------------------------------------	--

REGISTERED HOLDER: _____

PRINCIPAL SUM: _____ Dollars (\$ _____)

CITY OF BEAUFORT, SOUTH CAROLINA (the “City”), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to _____ (the “Bank”), or its registered assigns, the principal amount of _____ DOLLARS (\$ _____), in the manner provided below, with interest thereon from the date hereof at the rate of _____ percent (_____%) per annum (calculated on the basis of a 360 day year, consisting of twelve 30 day months). This Series 2024 Bond (this “Bond”) shall be payable _____ with respect to principal and interest on each _____ [and] _____ (the “Bond Payment Date(s)”) for a _____ () year term.

The principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal so payable will be paid to the person in whose name this Bond is registered at the close of business on the 15th day immediately preceding each Bond Payment Date (the “Record Date”). The principal of this Bond shall be paid by check, draft or wire transfer by

U.S. Bank Trust Company, National Association, as paying agent, to the person in whose name this Bond is registered on the Record Date at the address shown on the registration books, without presentation or surrender.

This Bond is issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the “State”), including particularly Act No. 284 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 2010, now codified at S.C. Code Ann. Section 6-1-760 of the Code of Laws of South Carolina 1976, as amended and including the procedures of Title 6, Chapter 17 and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended, a hospitality fee ordinance and an accommodations fee ordinance, each duly enacted by the City Council of the City (the “City Council”), the governing body of the City, on November 8, 1994 (together, the “Hospitality and Accommodations Fee Ordinances”), a General Bond Ordinance duly enacted by the City Council on July 26, 2011 (the “General Bond Ordinance”), and a Series Ordinance duly enacted by the City Council on January 9, 2024 (the “Series Ordinance” and together with the General Bond Ordinance, the “Ordinance”). Certain capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court for Beaufort County, South Carolina.

[redemption provisions]

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from the Hospitality and Accommodations Fee Revenues. This Bond is not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the City and shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State, other than those provisions authorizing indebtedness payable solely from a special source, which source does not involving revenues from any tax or license. This Bond is not a pecuniary liability of the City or a charge against the City’s general credit or taxing power. The City is not obligated to pay this Bond, or the interest hereon, save and except from Hospitality and Accommodations Fee Revenues.

Unless otherwise limited, suspended or terminated by the General Assembly, the City has covenanted that it shall not at any time, during the term that this Bond is outstanding, reduce the percentage of the Hospitality Fee or the Accommodations Fee below the rate that exists on the date of enactment of the Series Ordinance.

For the payment of the principal of and interest on this Bond, there are hereby irrevocably pledged the Hospitality and Accommodations Fee Revenues. The Ordinance authorizes the issuance of additional Bonds on a parity with the pledge and a lien given to secure this Bond which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity therewith (this Bond and all bonds heretofore or hereafter issued on a parity therewith are hereinafter referred to as the “Bonds”).

The Ordinance provides that, in addition to other remedies, upon a default thereunder, the Holder of this Bond, under certain circumstances, may declare this Bond immediately due and payable.

This Bond and the interest, if any, hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

The person in whose name this Bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of this Bond shall be made only to or upon the order of the Registered Holder or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the City upon this Bond to the extent of the sum or sums paid. No person other than the Registered Holder shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this Bond against the City.

For every exchange or transfer of this Bond in accordance with the terms of the Ordinance, the City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

Whenever the terms of this Bond require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the trustee or custodian, if then appointed, is located, the action shall be taken on the first business day occurring thereafter.

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the City made therein may be discharged at or prior to the maturity of this Bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the Registered Holder of this Bond. Reference is hereby made to the Ordinance, to all the provisions of which any Registered Holder of this Bond by the acceptance hereof thereby assents.

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 done and performed in regular and due time, form, and manner, and that the amount of this Bond does not exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, THE CITY OF BEAUFORT, SOUTH CAROLINA, has caused this Bond to be executed by the Mayor of the City of Beaufort, South Carolina and attested to by the City Clerk of the City of Beaufort, South Carolina and its corporate seal to be impressed hereon, all as of the ___ day of January 2024.

CITY OF BEAUFORT, SOUTH CAROLINA

(SEAL)

By: _____
Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond designated herein and issued under the provisions of the within-mentioned Ordinance.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Registrar

By: _____
Authorized Officer

Date of Authentication: January ____, 2024

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____
Authorized Officer

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

NOTICE OF PUBLIC HEARING

The City Council of the City of Beaufort (the “City Council”), the governing body of the City of Beaufort, South Carolina (the “City”), will hold a public hearing in its chambers on Tuesday, January 9, 2024 at 7:00 p.m. (or as soon thereafter as time permits) (the “Hearing”). The Hearing will occur during the City Council’s regularly scheduled meeting. The City Council’s chambers are located on the second floor of the City’s administrative building, which is located at 1911 Boundary Street, Beaufort, SC 29902.

The City Council is considering the enactment of “AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$7,100,000) HOSPITALITY AND ACCOMMODATIONS FEE REVENUE BOND, SERIES 2024 OF THE CITY OF BEAUFORT, SOUTH CAROLINA; AMENDING AND RESTATING SECTION 7-13003 OF THE CITY’S CODE OF ORDINANCES; AND OTHER MATTERS RELATING THERETO.” The Hearing shall be conducted publicly, and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel.



City Council Worksession
Meeting Minutes – Planning Conference Room – 1st Floor

December 12, 2023

I. CALL TO ORDER

5:01PM

Michael A. McFee, Acting Mayor

Members of Council in attendance - Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. DISCUSSION ITEMS

A. Tourism Development Advisory Committee State Accommodations Tax Grant Award recommendations.

Council asked questions of Henry Brandt and Vimal Desai from the Committee on how they came to the decisions that were made regarding the Average Scores given and the Percentage of Request figures that were proposed from the applicants requests.

The following addressed the Committee members and Council:

Robb Wells
Denise Bullitt
Anita Singleton Prather
Rufus Pinckney

B. USCB ARPA distribution for 1100 Boundary Street.

Alan Eisenman, Finance Director, started off by saying that the City received \$500,000.00 of ARPA funds from Beaufort County for the Cybersecurity Hub at 1100 Boundary Street. USCB is planning to use these funds to replace the HVAC system, roof/ceiling, and exterior windows to ensure prevention of the equipment that will be utilized in the Cybersecurity Program. He stated that the plan is to bring this forward with a budget amendment in January 2024.

Acting Mayor, Michael McFee, wanted to make sure that the uses for this money are within the guidelines, to which Mr. Eisenman answered yes.

Pinky Harriott, Assistant Vice Chancellor of Finance and Employee Services with USCB, went over some of the enrollment numbers. Since the Fall of 2021 Cybersecurity has grown from 5 to 32 students, and Information and Science Technology has grown from 25 to 34.

Scott Marshall, City Manager, said that these funds are for a very specific purpose and that is to enhance the facility at this location. If it is not utilized for this purpose, the money needs to be returned to Beaufort County.

Council is supportive of moving this forward.

Warren Parker addressed Council.

C. Maritime Cybersecurity and Healthcare Workforce Initiatives State Appropriation.

Alan Eisenman, Finance Director, said that the city received \$2,000,000.00 from State Appropriation for Maritime Cybersecurity and Healthcare Workforce initiatives.

Staff disbursement recommendations are:

\$860,000.00 to USCB and \$140,000.00 to South Coast Cyber Center for Maritime Cybersecurity initiatives.

\$1,000,000.00 to Beaufort Memorial Hospital. The total would be broken down as follows: \$500,000.00 for workforce development and \$500,000 for the PATH Nursing Program.

Staff will bring a budget amendment forward for Council's consideration in January 2024.

Councilman Lipsitz inquired to Mr. Parker if the amount for the South Coast Cyber Center was adequate for their needs. Mr. Parker responded that it was.

Graham Trask addressed Council.

III. EXECUTIVE SESSION

Councilman Lipsitz made a motion to go into Executive Session and seconded by Councilman Mitchell.

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Boards, Commissions and Committees.

Councilman Lipsitz made a motion to come out of Executive Session and seconded by Councilman Mitchell.

No actions from Executive Session.

IV. ADJOURN

7:07PM

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In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



City Council Regular Meeting
Meeting Minutes – City Hall Council Chambers, 2nd Floor

December 12, 2023

I. CALL TO ORDER

7:07 PM

Michael A. McFee, Acting Mayor

Members of Council in attendance - Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Bryson Williams with Carteret Street United Methodist Church.

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation - Traeshon Willis, Broad River Elementary School.

Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.

All were in favor, motion carried.

IV. PRESENTATIONS

A. City Manager Employee Recognition of Mr. Bernard Washington.

Scott Marshall, City Manager, recognized Bernard Washington for his 30 years of service to the City of Beaufort. Mr. Washington was with the Public Works Department in the Stormwater Division.

V. PUBLIC COMMENT

Lise Sundrla, Historic Beaufort Foundation, addressed Council about the concerns of demolitions of structures within the Historic District. Spoke about opportunities for a partnership.

VI. MINUTES

A. Worksession and Regular Meeting - November 14, 2023.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Mitchell.

Minutes approved as presented.

VII. OLD BUSINESS

- A. Ordinance amending the City of Beaufort's Zoning Map regarding Parcel R120 005 000 0192 0000, Beaufort Memorial Hospital, 955 and 985 Ribaut Road, from a Split Zoning of T4-Neighborhood (T4-N) and Institutional and Campus (IC) to solely Institutional and Campus (IC) - 2nd reading.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Scallate.

First reading was held on November 14, 2023. No changes made since first reading.

All were in favor, motion carried.

VIII. NEW BUSINESS

- A. Freedman's Art District is requesting to host Chalk It Up on March 23 - 24, 2024, from 10:00 am - 5:00 pm both days and are requesting noise ordinance waiver, street closure, and food truck waiver.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Scallate.

All were in favor, motion carried.

- B. Request from Beaufort County Ministerial Alliance to host the annual Martin Luther King Day Parade on January 15, 2024, beginning at 10:00 am.

Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.

All were in favor, motion carried.

- C. An ordinance providing for the issuance and sale of a not exceeding seven million one hundred thousand dollars (\$7,100,000.00) Hospitality and Accommodations Fee Revenue Bond - 1st reading.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Mitchell.

Alan Eisenman, Finance Director, stated that Fiscal year 2024 Capital Projects approved budget included capital improvements to Southside Park and Washington Street Park. One of the approved funding sources for these projects is the issuance of a hospitality and accommodations fee revenue bond.

Lawrence Flynn with Pope Flynn, LLC - City's Bond Counsel, and David Cheatwood, Managing Director with First Tryon Advisors, provided background information on the bond and spoke about the bank bids that were received.

Graham Trask addressed Council.

David Cheatwood's presentation is attached to these minutes.

All were in favor, motion carried.

- D. Resolution encouraging Governor Henry McMaster to declare an economic disaster due to the dumping of imported shrimp into the United States Markets.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Scallate.

Letter from Craig Reaves is attached to these minutes.

All were in favor, motion carried.

IX. REPORTS

City Manager's Report

Thanked Downtown Operations, Public Works, the Fire and Police Departments, and all the downtown merchants for a tremendously successful Holiday Weekend.

Mentioned that the Fire Department is busy helping Santa collect letters and visiting retirement communities.

Also, the Police Department is gearing up for the annual Shop with a Cop program.

Congratulated our Police Department on their recent reaccreditation by the South Carolina Law Enforcement Reaccreditation Agency. Zero discrepancies were noted during their evaluation.

The newly elected Mayor will be sworn in next Tuesday, December 19, 2023, at 5:00 pm.

City offices will be closed for the Christmas holiday on Monday and Tuesday, December 25 and 26, 2023, and will be closed on Monday, January 1, 2024, for the New Year's Day holiday.

On behalf of the City Staff, he wanted to let everyone know that it has been a privilege to serve the residents, businesses and visitors of Beaufort this year, We wish everyone the happiest of holidays.

Acting Mayor's Report

Attended the Local Area Transit Study (LATS) meeting.

Attended the presentation from Aulton Kohn, Gunnery Sergeant, USMC Retired, that took place at the Grand Army Hall about his military experiences.

Attended the Stonework's Energy Ribbon Cutting.

Attended Beaufort Chamber's Business after Hours.

Attended the Battery Creek Career Expo.

Was honored to have been a judge at the Gullah Kinfolk Rice Competition.

Took part in all the festivities over the Holiday Weekend. He stated that this was the largest parade with over 104 entries.

Lighted the menorah to start Hanukkah at the Waterfront Park.

Attended the Parris Island Commanding General's Reception.

Stated that it was a pleasure and honor to have served as Acting Mayor over the past three months.

Councilman Mitchell

Reminded everyone about the Wreaths Across America event that will take place at the National Cemetery on Saturday, December 16, 2023.

Thanked Chief McDorman for his service to the City.

Councilman Scallate

Stated he has been appointed to the Southern Lowcountry Regional Board (SoLoCo).

Met with Ana Ramirez with Beaufort County concerning the homelessness issues in our area.

Was a judge in the rice cookoff during the Gullah Taste of Christmas. He also attended the Christmas Parade.

Councilman Lipsitz

Encouraged citizens to attend the Wreaths Across American event.

All of Council wished everyone Happy Holidays and a Happy New Year.

Members of Council thanked Acting Mayor McFee for his help and guidance in keeping business moving forward.

X. ADJOURN

8:25 PM

Motion to adjourn was made by Councilman Lipsitz and seconded by Councilman Mitchell.

All were in favor, motion carried.

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In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City’s bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



City Council Special Meeting
Meeting Minutes – City Hall Council Chambers, 2nd Floor

December 19, 2023

I. CALL TO ORDER

5:00 PM

Michael A. McFee, Acting Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. PLEDGE OF ALLEGIANCE

All of Council.

III. CITY COUNCIL ORGANIZATION

A. Swearing In - Mayor Philip Cromer.

Mayor Cromer was sworn in by Judge Ned Tupper.

IV. ADJOURN

5:07 PM

Motion to adjourn was made by Councilman Lipsitz and seconded Mayor Pro Tem, McFee.

All were in favor, motion carried.

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In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/2/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request from Holy Trinity to host the 5th annual Swing Bridge Run 5K on Saturday November 2, 2024, from 7:45 -9:30 am.
MEETING DATE: 1/9/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request from Holy Trinity to host the 5th annual swing bridge run 5K on Saturday November 2, 2024 from 7:45 -9:30 am. No changes will be made, this will be the same request as 2023.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Swing Bridge 5k 2024	Cover Memo	1/2/2024



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services
Attn: Andrea Hackenberger-Downtown Manager & Events Coordinator
500 Carteret Street, Suite B2 Beaufort, SC 29902
Phone: (843) 379-7063 / Email: ahackenberger@cityofbeaufort.org | www.cityofbeaufort.org

To be filed NOT LESS than 150 days before event

Fee: \$25.00 non-refundable application fee is payable when the application is submitted

Run/Walk Route: City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Emma Roddey/Holy Trinity Classical Christian School

Address: 302 Burroughs Ave. Beaufort, SC 29902 **Phone** #843-522-0660

Email: eroddey@htccs.org

Name of Sponsoring Organization: Holy Trinity Classical Christian School

Address: 302 Burroughs Ave. Beaufort, SC 29902

Date of 5K Run/Walk: Saturday, November 2nd, 2024

Time of 5K Run/Walk will Begin: 8:00 AM **5K Run/Walk will Terminate:** 9:30AM

Time 5K Run/Walk Line-Up Begins: 7:45AM **Location(s) of Line-Up Area(s):** Freedom Mall

Approximate Number of Persons, Animals in the 5K Run/Walk: 600

5K Run/Walk will occupy all the width of the streets to be traversed: yes

5K Run/Walk will occupy only a portion of the width of the streets to be traversed: no

OFFICE USE ONLY: Application received by: _____ Date Received: _____

Receipt #: _____ Approved By: _____

NOTE: IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant:  Date: 11-16-23



CITY OF BEAUFORT
Waterfront Park Rental Reservation Application
Downtown Operations & Community Services Department 500
Carteret St Ste. B2 Beaufort, SC 29902

Phone: 843-379-7063 Fax: 843-986-5606

<p>Name of Event: Swing Bridge Run and Sunrise Gathering</p>	<p>Date(s) of Event: 11/2/2024 Setup start/end time: 6AM-7:30AM Actual event start/end time: 7:45AM - 9:30AM Take down start/end time: 9:30AM-10:30AM</p>
<p>Organization/Individual Name: Emma Roddey Holy Trinity Classsial Christian School</p>	<p>Address: 302 Burroughs Ave Beaufort, SC 29902 Telephone: 843-379-9670 Email: eroddey@htccs.org cpruit@htccs.org</p>

- Completed application must be received and approved by the Events Coordinator. • All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Andrea Hackenberger 500 Carteret St. Suite B2 Beaufort, SC 29902,
 or scan and email to ahackenberger@cityofbeaufort.org.

All events must abide by and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7063 or visit our website at www.cityofbeaufort.org

Is the event open to the public? Yes
 Will admission be charged, or donation required? No
 Will alcoholic beverages be sold or served? No
 Will food be sold? No
 Served? Yes- water and bananas
 Will there be any retail sales? No
 Number of people expected to attend: 600

WFP Application Rev 082421

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application
Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate the need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

BEAUFORT PRIDE OF PLACE is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070 or visit, <http://www.cityofbeaufort.org/270/Beaufort-Pride-of-Place> THANK YOU!

WFP Application Rev 082421

Liability Insurance

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

•\$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase) •Must provide proof one week before event

Alcohol

•To serve alcohol or liquor at your event, you must obtain City Council approval. •If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager’s office at (843)-525-7070. City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

Lessee/Applicant Signature Date

-----This section for City use-----

Events Coordinator -Andrea Hackenberger

Date Application Received

Deposit Paid:

Deposit to be Refunded:

Fees Paid:

WFP Application Rev 082421



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/2/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request for Co-Sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park, Day Dock, and complimentary parking to host Dragon Boat Race Day 2024 on Saturday, June 29, 2024
MEETING DATE: 1/9/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request for Co-Sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park, Day Dock, and complimentary parking to host Dragon Boat Race Day 2024 on Saturday, June 29, 2024. This is the same request as last year including the added parking spaces from 2023.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Dragonboat 2024	Cover Memo	1/2/2024
Dragonboat letter	Cover Memo	1/5/2024



CITY OF BEAUFORT
Waterfront Park Rental Reservation Application
Downtown Operations & Community Services Department 500
Carteret St Ste. B2 Beaufort, SC 29902

Phone: 843-379-7519

Fax: 843-986-5606

Name of Event: <u>Dragonboat Race Day 2024</u>	Date(s) of Event: <u>June 29, 2024</u> Setup start/end time: <u>6/28 9am - 6pm</u> Actual event start/end time: <u>7am - 4pm</u> Take down start/end time: <u>4pm - 7pm</u>
Organization/Individual Name: <u>Dragon Boat Beaufort</u>	Address: <u>PO Box 213, Beaufort 29901</u> Telephone: <u>770/380-8931</u> Email: <u>Chrisjon@aol.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC

29902, or scan and email to events@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at www.cityofbeaufort.org

Is event open to the public? Yes

Will admission be charged, or donation required? No

Will alcoholic beverages be sold? No Served? No

Will food be sold? Yes Served? No

Will there be any retail sales? Dragon Boat Beaufort merchandise - T-shirts, jewelry, etc

Number of people expected to attend: 2,000

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
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Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	Hook-up - YES
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

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If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

Liability Insurance

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

Alcohol

•To serve alcohol or liquor at your event, you must obtain City Council approval.

•If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.

City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

Christie S. Jones, Co-Director 12/19/23
 Lessee/Applicant Signature Date

_____ 12/19/23
 -----This section for City use-----
 _____ _____
 Downtown Operations Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event Dragonboat Race Day 2024

Date of Event: June 29, 2024

Contact person: Chris Jones or June Jones

Telephone: 770/380-8931 508/728-6516

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		***
<i>Is this a fund-raising event?</i>	X	
<i>Is this event open to the public?</i>	X	
<i>Is there a required fee / donation to attend this event?</i>	,	X
<i>Are you requesting more than two (2) park areas for this event?</i>	X	
<i>Will there be any type of "sales" for this event?</i> <u>DBB merchandise - T-shirts, jewelry, etc.</u>	X	
<i>Will this event require more than four (4) hours (includes setup & take down)? This is a multiple day display</i>	X	
<i>Will alcohol be sold / served?</i>		X

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501 (C) (3)

Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



DRAGONBOAT RACE DAY 2024

JUNE 29 • WATERFRONT PARK • BEAUFORT, SC

January 9, 2024

To Beaufort City Council:

DragonBoat Beaufort Race Day organizers are once again respectfully requesting “parking pass” use of 50 Marina Parking Lot spaces at no charge for June 29, 2024, the day of our Dragonboat Festival at Waterfront Park. The spaces would be used by Race Day Staff and Festival participants beginning at 6:00 AM. The pass would be “active” for the duration of the day, until 7:00 PM.

Background:

DragonBoat Beaufort is a nonprofit organization with an Outreach Mission aimed at assisting local cancer patients undergoing treatment in Beaufort County. Dragonboat Race Day is our major fundraiser for the year. Having to use proceeds to pay parking fees takes away from the nonprofit revenue generated to assist those in need.

Dragonboat Race Day brings in substantial revenue to a variety of merchants in the city over several days. Team participants spend the day in our downtown park, frequenting many of the merchants’ shops and restaurants throughout the event and into the evening. In addition, most of the out-of-town teams spend a minimum of 2 nights in Beaufort; that amounts to approximately 200 individuals housed per night.

As in past years, we will have some of our vendors on site during the week leading up to the actual event on Saturday and will of course be paying for the parking spaces they require.

Thank you in advance for your careful consideration of this request.

Chris Jones/June Jones

Co-Directors Race Day 2024

DragonBoat Beaufort



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/2/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Permissions to Host the 2024 Taste of Beaufort and Arts and Crafts Market in the Henry C. Chambers Park on May 3-4, 2024, request waivers for sale of alcohol, open container, public drinking, noise ordinances, street closures and issuance of parking passes
MEETING DATE: 1/9/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Permissions to Host the 2024 Taste of Beaufort and Arts and Craft Market in the Henry C. Chambers on May 3-4, 2024, and request waivers for sale of alcohol, open container and noise ordinances, street closures and issuance of parking passes. No changes will be made, this will be the same event as 2023.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Staff recommends approval.

ATTACHMENTS:

Description	Type	Upload Date
Council Request for Taste of Beaufort	Backup Material	1/2/2024



CITY OF BEAUFORT

MEMORANDUM

TO: Scott Marshall, City Manager
City Council

FROM: Ashley Brandon, Downtown Manager & Events Coordinator

DATE: January 2, 2024

SUBJECT: Request to host the Taste of Beaufort, (May 3-4, 2024), at Henry C. Chambers Park, Downtown Beaufort

Downtown Operations on behalf of the City of Beaufort, respectfully requests permission from City Council to allow the following items during A Taste of Beaufort Festival in the Henry C. Chambers Waterfront Park. Friday and Saturday May 3 & 4, 2024. The festival will include a Friday night concert and a Saturday full of activities throughout the Henry C. Chambers Park.

- Permission for alcohol sales, and to allow open alcohol containers in the park during the festival from 5-10 pm, Friday May 3, 2024 and 11am-4:00pm Saturday May 4, 2024. A temporary Special Event license from the South Carolina Department of Revenue Alcohol and Beverage licensing department will be applied for. Police and Fire will be at the event to ensure the event site is safe.
- Permission for street closures at the following times, days, and locations: One direction of Charles Street Extension on Friday May 3, 2024, 8am-11pm, and Saturday May 4, 2024, 8am-10pm to allow loading and unloading of equipment for entertainment, craft, and food vendors. Vehicles will be required to move their vehicles to an appropriate parking spot after loading/unloading. The other lanes of Charles Street Extension will be used for Emergency Vehicles.
- Permission to issue complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, which will be used to support event operations.

- Permission for use of the Henry C. Chambers Park from Thursday, May 2 to Sunday, May 5, 2024, for set up and take down of the event.
- Permission to host an arts & crafts market on the green area at the west end of Henry C. Chambers Park across from the Downtown Marina Store on Friday May 3, 2024, 12pm-10pm and Saturday May 4, 2024, from 11am-8pm.

Thank you for your consideration and support as we continue to plan successful events that draw both residents and tourists to our historic downtown.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/2/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Permission to host the 2024 Beaufort Shrimp Festival and Arts and Crafts Market in the Henry C. Chambers Park, October 4-5, 2024, host the Run Forrest Run 5K/Walk on Saturday, October 5, 2024, and request waivers for the sale of alcohol, open container, public drinking, noise ordinances, street closures and permission for issuance of twenty five (25) parking passes
MEETING DATE: 1/9/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Permission to host the 2024 Beaufort Shrimp Festival and Arts and Crafts Market in the Henry C. Chambers Park, October 4-5, 2024, host the Run Forrest Run 5K/Walk on Saturday October 5th and request waivers for the sale of alcohol, open container, public drinking, noise ordinances, street closures and permission for issuance of twenty five (25) parking passes. No changes will be made, this will be the same event as 2023.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval.

ATTACHMENTS:

Description	Type	Upload Date
Shrimp Festival request	Cover Memo	1/2/2024



CITY OF BEAUFORT

MEMORANDUM

TO: Scott Marshall, City Manager
City Council

FROM: Ashley Brandon, Downtown Manager & Event Coordinator

DATE: January 2, 2024

SUBJECT: Request for permissions related to the production and hosting of the 2024 Beaufort Shrimp Festival – October 4th and 5th, 2024 at Henry C. Chambers Park, Downtown Beaufort

1. Permission to host the 2024 Beaufort Shrimp Festival in the Henry C. Chambers Park. Friday October 4th- Saturday October 5, 2024.
2. Permission for alcohol sales, (beer and wine only), and to allow open alcohol containers in the park during the festival from 5pm-10pm Friday October 4, 2024, until 8pm Saturday October 5, 2024. A temporary Special Event beer and wine license from the South Carolina Department of Revenue Alcohol and Beverage licensing department will be applied for.
3. Permission to host the Run Forrest Run 5K Bridge Run/Walk Saturday, October 5, 2024, and to close streets to accommodate the event for the route, which is identical to the route used during this event in 2023. The route is as follows: Start/Finish line at Freedom Mall down Bay Street, crossing the Woods Memorial Bridge to Lady's Island, down Meridian Road the reverse of the same route back to Freedom Mall. All street closures and related controls will be coordinated with the City of Beaufort Police Department, Beaufort County Sheriff's Department, SC DOT, and the Bridge section of the Seventh Coast Guard District.
4. Permission for street closures at the following times, days, and locations: One direction of Charles Street Extension on Friday October 4th, 2024, 8am-11pm, and Saturday October 5, 2024, 8am-10pm to allow loading and unloading of equipment for entertainment, craft, and food vendors. Vehicles will be required to move their vehicles to an appropriate parking spot after loading/unloading. The other lanes of Charles Street Extension will be used for Emergency Vehicles.

5. Permission to issue complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, not to exceed (25), which will be used to support event operations.
6. Permission to host an arts & crafts market on the green area at the west end of Henry C. Chambers Park across from the Downtown Marina Store on Friday October 4, 2024, 12pm-10pm and Saturday October 5, 2024, from 11am-6pm.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/15/2023
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Accommodations Tax Grant Award (ATAX) Recommendations
MEETING DATE: 1/9/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The Tourism Development Advisory Committee (TDAC) reviewed applications and conducted interviews with 13 entities on September 12, 2023. TDAC presented their recommendations to Council during the October 10, 2023 and December 12, 2023 Worksessions. Please refer to attached summary TDAC grant recommendations.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff requests Council's approval of accommodations tax grant awards.

ATTACHMENTS:

Description	Type	Upload Date
TDAC Recommendations	Backup Material	12/15/2023

City of Beaufort
FY2024 ATAX
TDAC Grant Award Recommendations

<u>Applicants</u>	<u>Total Estimated Project or Event Cost</u>	<u>FY2023 Awards</u>	<u>Funding from</u>	<u>Request</u>	<u>Avg. Score</u>	<u>TDAC Recommendation</u>	<u>% of Request</u>	<u>% of Total</u>	<u>City Council Approved Amount</u>
			<u>Other Sources</u>						
Greater Beaufort-Port Royal CVB DMO Marketing	CVB Marketing	156,000.00	279,000.00	160,000.00	5.00	160,000.00	100%	42.17%	
Greater Beaufort-Port Royal CVB DMO Sales	CVB Sales	31,000.00	80,250.00	40,000.00	5.00	40,000.00	100%	10.54%	
SC Lowcountry & Resort Islands Tourism	Promotion of the COB and Lowcountry	25,775.00	826,555.00	54,900.00	5.00	54,900.00	100%	14.47%	
Beaufort Area Hospitality Association- BAHA	Beaufort Oyster Festival	10,000.00	165,000.00	20,000.00	4.86	20,000.00	100%	5.27%	
Friends of the Spanish Moss Trail	Visitor Marketing	2,185.17	4,010.66	4,010.66	4.77	4,010.66	100%	1.06%	
Port Royal Sound Foundation	Reptile Displays	6,100.00	7,600.00	7,600.00	4.53	7,600.00	100%	2.00%	
The Original Gullah Festival	Gullah Festival	10,000.00	120,000.00	49,500.00	4.20	14,000.00	28%	3.69%	
The Penn Center	Heritage Days Celebration	-	32,000.00	8,900.00	4.18	8,900.00	100%	2.35%	
Tabernacle Baptist Church	Harriet Tubman Monument/Combahee River Raid	10,000.00	515,000.00	25,000.00	4.16	25,000.00	100%	6.59%	
Freedman Arts District	Street Chalk Art Festival	-	29,312.00	15,000.00	4.12	12,500.00	83%	3.29%	
Friends of Hunting Island	Hunting Island Lighthouse Lens Exhibit	30,000.00	40,000.00	40,000.00	4.03	12,000.00	30%	3.16%	
Gullah Traveling Theatre	Gullah Symposium, Christmas, Taste of Gullah	15,000.00	77,875.00	39,370.00	3.89	10,000.00	25%	2.64%	
South Coast Cyber Center	Southcoast Cyber Summit	-	40,000.00	9,900.00	3.67	5,000.00	51%	1.32%	
Mather School Museum	African American History Program	8,000.00	5,500.00	15,500.00	3.05	5,500.00	35%	1.45%	
		\$ 304,060.17		\$ 489,680.66		\$ 379,410.66			\$ -
						77.5%	% of Requests		
				\$ 379,849.00	Total Budget Amount				
				\$ (109,831.66)	Variance Budget/Request				



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/3/2024
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Ordinance to Amend FY24 Budget for Revenues and Expenditures of General Fund and ARPA Fund- 1st Reading
MEETING DATE: 1/9/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The fiscal year 2024 budget amendment includes allocation of \$2,000,000 from State of South Carolina Appropriations for Maritime Cybersecurity and Healthcare Workforce Initiatives and \$500,000 for improvements to 1100 Boundary Street from Beaufort County ARPA funds.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends Council's consideration to approve first reading of budget ordinance. The second reading will occur on January 23, 2024.

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendment Ordinance	Backup Material	1/5/2024

ORDINANCE

AN ORDINANCE TO AMEND CITY OF BEAUFORT ORDINANCE 6-23 REGARDING THE FISCAL YEAR 2023-2024 CITY OF BEAUFORT BUDGET TO PROVIDE FOR THE EXPENDITURES OF GENERAL FUND AND ARPA FUND AND TO ALLOCATE THE SOURCES OF REVENUES FOR GENERAL FUND AND ARPA FUND.

WHEREAS, Section 5-7-260 of the South Carolina Code of Laws requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, on June 13, 2023, City of Beaufort adopted Ordinance No. 6-23 which set the City's FY 2023-2024 budget and associated expenditures; and

WHEREAS, the State of South Carolina General Assembly, through FY2024 General Appropriations Act Bill H. 4300, as explained and clarified by a letter from Robert G. Woods, IV of the South Carolina Department of Public Safety to Deputy Chief of Police Stephanie Price dated September 8, 2023 and an email from Kristi Hill of the South Carolina Department of Public Safety to City Manager Scott Marshall dated October 20, 2023, allocated \$2,000,000 for Maritime Cybersecurity and Healthcare Workforce Initiatives; and

WHEREAS, the City of Beaufort is committed to the development of maritime cybersecurity and implementing healthcare workforce initiatives to support our community; and

WHEREAS, the State of South Carolina appropriation for \$2,000,000 will be allocated as follows: \$500,000 for Beaufort Memorial Hospital Nursing Workforce Development Programming, \$500,000 for Beaufort Memorial Hospital People Achieving Their Highest (PATH) development program, \$860,000 to University of South Carolina Beaufort for Maritime Cybersecurity Initiatives, and \$140,000 to South Coast Cyber Center for Maritime Cybersecurity Initiatives; and

WHEREAS, Beaufort County allocated \$500,000 of American Rescue Plan Act (ARPA) funds for improvements at 1100 Boundary Street to foster a cybersecurity hub; and

WHEREAS, the Beaufort County ARPA funds will be appropriated to University of South Carolina Beaufort for important building improvements at 1100 Boundary Street.

WHEREAS, it is necessary and proper to appropriate funds for the above-referenced items; and

WHEREAS, in compliance with South Carolina law and in the interest of maintaining good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

NOW, THEREFORE, BE IT ORDAINED by City of Beaufort Council that the FY 2023-2024 City of Beaufort Ordinance 6-23 is hereby amended by the addition of the following, such that the General Fund FY24 Budget and the Consolidated FY24 Revised Budget are as shown on Exhibits A and B, hereto:

SECTION 1. AMENDMENT

General Fund

Revenues

Intergovernmental	\$ 2,000,000
-------------------	--------------

Total Revenues	<u>2,000,000</u>
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Expenditures

BMH PATH Development Program	500,000
BMH Nursing Workforce Development Programming	500,000
USCB Maritime Cybersecurity Initiatives	860,000
South Coast Cyber Center Maritime Cybersecurity Initiatives	140,000
Non departmental- Operating	<u>2,000,000</u>

Total Expenditures	<u>2,000,000</u>
---------------------------	------------------

ARPA Fund

Expenditures

Capital	500,000
---------	---------

Total Expenditures	<u>\$ 500,000</u>
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SECTION 2. EFFECTIVE DATE

This Ordinance shall be effective upon its enactment by the City Council for the City of Beaufort.

PHILIP E. CROMER, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading January 9, 2024

2nd Reading & Adoption _____

Attachments:

- A. General Fund FY24 Budget
- B. Consolidated FY24 Revised Budget

EXHIBIT A

General Fund FY24 Budget

	Adopted FY24 Budget	Budget Amendment #1	Budget Amendment #2	Revised FY24 Budget
<u>Revenues</u>				
Property Taxes	\$ 9,266,244	\$ -	\$ -	\$ 9,266,244
Licenses & Permits	6,120,000	-	-	6,120,000
Intergovernmental Revenue	3,504,694	87,370	2,000,000	5,592,064
Franchise Fees	2,082,880	-	-	2,082,880
Charges for Services	1,922,734	-	-	1,922,734
Fines & Forfeitures	71,000	-	-	71,000
Miscellaneous	10,000	389,126	-	399,126
Interest	230,000	-	-	230,000
Total General Fund Revenues	\$ 23,207,552	\$ 476,496	\$ 2,000,000	\$ 25,684,048
<u>Appropriations</u>				
Non-Departmental	\$ 817,024	\$ -	\$ 2,000,000	\$ 2,817,024
City Council	258,494	-	-	258,494
City Manager	901,785	-	-	901,785
Finance	970,819	-	-	970,819
Human Resources	436,714	-	-	436,714
Information Technology	873,426	-	-	873,426
Municipal Court	542,487	-	-	542,487
Community & Economic Development	1,411,171	-	-	1,411,171
Police Operations	5,394,584	87,370	-	5,481,954
School Resource Officer	542,311	-	-	542,311
School Crossing Guard	19,865	-	-	19,865
Victims Rights	98,135	-	-	98,135
Beaufort Fire	6,069,619	389,126	-	6,458,745
Public Works	485,367	-	-	485,367
Streets & Traffic	1,108,770	-	-	1,108,770
Facilities Maintenance	759,832	-	-	759,832
Solid Waste	1,125,115	-	-	1,125,115
Debt Service	1,843,232	-	-	1,843,232
Total General Fund Appropriations	\$ 23,658,750	\$ 476,496	\$ 2,000,000	\$ 26,135,246

EXHIBIT B

Consolidated FY24 Revised Budget

	General Fund	ARPA Fund	Parks & Tourism Fund	Stormwater Fund	State Accommodations Fund	Fire Impact Fund	TIF II Fund	Capital Project Fund	Total
Revenues	\$ 25,684,048	\$ 100,000	\$ 4,393,852	\$ 1,332,779	\$ 800,000	\$ 405,000	\$ 100,000	\$ 8,794,785	\$ 41,610,464
Transfers In	63,750	-	-	-	-	-	-	17,156,976	17,220,726
Issuance of Revenue Bonds	-	-	6,945,000	-	-	-	-	-	6,945,000
Total Other Financing Sources	63,750	-	6,945,000	-	-	-	-	17,156,976	24,165,726
Release of Committed Fund	1,465,476	4,177,485	-	-	-	-	-	-	5,642,961
Release of Fund Balance	-	-	290,585	1,655,915	-	-	3,625,054	1,245,866	6,817,420
Salaries	\$ 9,847,643	\$ -	\$ 1,851,930	\$ 413,857	\$ 17,226	\$ -	\$ -	\$ -	\$ 12,130,656
Benefits	3,766,377	-	716,025	174,512	6,675	-	-	-	4,663,589
Operating	10,046,213	215,091	1,396,199	232,610	712,349	-	-	-	12,602,462
Capital	552,570	500,000	120,600	-	-	-	100,000	27,197,627	28,470,797
Debt	1,922,443	-	309,098	511,800	-	129,239	-	-	2,872,580
Total Expenditures	\$ 26,135,246	\$ 715,091	\$ 4,393,852	\$ 1,332,779	\$ 736,250	\$ 129,239	\$ 100,000	\$ 27,197,627	\$ 60,740,084
Transfers Out	1,078,028	3,562,394	7,235,585	1,655,915	63,750	-	3,625,054	-	17,220,726
Total Other Financing Uses	1,078,028	3,562,394	7,235,585	1,655,915	63,750	-	3,625,054	-	17,220,726
Contribution to Fund Balance	-	-	-	-	-	275,761	-	-	275,761
Net (Deficit) Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/3/2024
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Authorization for City Manager to enter into a contract for Southside Park Phase I Improvements
MEETING DATE: 1/9/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The City issued a Request for Proposal for Southside Park- Phase I Playground Area Improvements on October 16, 2023. The City received one bid by the submittal deadline of November 30, 2023 from Nix Construction, Inc. for \$3,593,370.50.

On December 4, 2023, the selection committee met to review the originally proposed bid from Nix Construction, Inc. Since the bid was higher than the engineer's cost estimate, the committee met with Nix Construction, Inc. to discuss cost savings for this project on December 11, 2023. Nix Construction, Inc. submitted a final bid for \$3,343,995.98. The cost savings of \$249,374.52 consisted notably of decreased cost for HVAC unit due to wall mounting, reducing the number of light poles, and using stock fencing for the playground instead of a custom fence.

The committee reasonably believes that the cost of the proposal has been sufficiently reduced and is unanimous in their recommendation of Nix Construction, Inc. for Southside Park Phase I improvements in the amount of \$3,343,995.98.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Staff recommends authorization for City Manager to enter into a contract for Southside Park Phase I improvements with Nix Construction, Inc. as presented for consideration.

ATTACHMENTS:

Description	Type	Upload Date
Recommendation Memo	Cover Memo	1/3/2024
Contract for RFP 2025-105	Backup Material	1/5/2024
Nix Construction Southside Park Proposal	Backup Material	1/5/2024
Nix Construction - Final revised bid	Backup Material	1/4/2024

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: SCOTT MARSHALL
FROM: KAY MCINTYRE
SUBJECT: RFP 2024-105 SOUTHSIDE PARK – PHASE 1 PLAYGROUND AREA IMPROVEMENTS
DATE: 1/3/2024
CC: CARRIE GORSUCH, NEAL PUGLIESE, ALAN EISENMAN, NATHAN FARROW, LINDA ROPER

The City solicited a Request For Proposal, RFP 2024-105 Southside Park – Phase 1 Playground Area Improvements on October 16, 2023. The public notice was posted on the City’s website, the State of South Carolina (SCBO) procurement website and was advertised in the Island News on October 19, 2023. A non-mandatory pre-bid meeting was held on October 25, 2023. Questions were received by the November 3 deadline and answers were posted on Vendor Registry on November 7. The City received one bid by the submittal deadline of November 30, 2023, at 10:00 AM. The bids were opened during a public meeting at 10:01 AM on that day.

Phase 1 of this project will consist of the construction of a new open-air events pavilion, 1–5-year-old playground area, pervious parking, pedestrian paths, stormwater management, landscaping, irrigation, site lighting, and associated utilities. The open-air pavilion will include a men’s and women’s restroom, and a utility storage closet.

	<u>Original Bid</u>	<u>Final Bid</u>
Nix Construction, Inc.	\$3,593,370.50	\$3,343,995.98

On December 4, 2023, the selection committee met to review the originally proposed bid of \$3,593,370.50 from Nix Construction Inc. Because this proposed amount was higher than the engineer’s cost estimate, the committee met with Nix Construction to discuss cost savings for this project. A meeting was held on December 11th, between the project committee and Nix Construction and a revised proposal was generated. The cost savings proposed notably included decreased cost for HVAC unit due to wall mounting, reducing the number of light poles, and using stock fencing for the playground instead of a custom fence. After reviewing the cost savings, the committee decided to keep some of the originally proposed aspects including keeping certain site drainage with SCDOT standards and keeping hardwood mulch instead of pine straw. Including all adjustments, the final price proposed by Nix is \$3,343,995.98, with cost savings of \$249,374.52. The committee reasonably believes that the cost of the proposal has been sufficiently reduced.

City of Beaufort has contracted with Nix Construction in the past, namely for the construction of Whitehall Park and their work displayed a high level of professionalism. The company has also worked with local municipalities, such as the Town of Hilton Head Island. Lowcountry Celebration Park was completed by Nix Construction in November of 2020. Upon your approval, a Notice of Intent to Award, subject to approval by City Council will be sent to Nix Construction, Inc.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (hereinafter the “Agreement”) is made this _____ day of _____ 2024, by and between the City of Beaufort, a political subdivision of the State of South Carolina (hereinafter referred to as the “City”) and Nix Construction Co., Inc. (hereinafter referred to as “Contractor” or “successful vendor”).

1. The Project. The Contractor agrees to furnish and pay for all supervision, contract administration, services, labor, materials, equipment, tools, and other costs necessary to perform all requirements as stated herein for the scope of work described herein (hereinafter the “Project”). The Contractor shall perform the Project in a workmanlike manner and in strict accordance with this Agreement. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety precautions or programs, and for supervising, coordinating and performing all of the work associated with the Project. This Agreement contains the general terms and conditions which will govern all specifications and scope to be performed by Contractor with respect to the Project.

The Project is also known as “Southside Park – Phase 1 Playground Area Improvements” and the terms, conditions, specifications and provisions of the Project are as shown in RFP NO. 2024-105 Southside Park – Phase 1 Playground Area Improvements (hereinafter referred to as the “RFP” and included herewith as Exhibit A), the Contractor’s response to the RFP (hereinafter referred to as the “Response” and included herewith as Exhibit B), and the City of Beaufort General Terms and Conditions (included herewith as Exhibit C), all of which are made a part hereof and incorporated herein by reference.

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement, the RFP, and/or the Response, the terms of this Agreement shall control and govern the rights and obligations of the Parties.

2. Payment. The City shall pay the Contractor for the Contractor’s performance of its obligations under this Agreement the sum of Three Million Three Hundred Forty-Three Thousand Nine Hundred Ninety-Five Dollars and 98/100. (\$3,343,995.98) pursuant to and in conformity with the following payment procedures. Any terms or phrases used in this section but not defined in this Agreement shall have the same meaning as those terms or phrases as they are defined in the RFP.

2.1 Schedule of Values.

- A. Definition: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Project and used as the basis for reviewing Contractor's Applications for Payment.
- B. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals schedule.
 - c. Contractor's construction schedule.
 - d. List of subcontractors.
 - e. Schedule of allowances.
 - f. Schedule of alternates.
 - g. List of products.
 - h. List of principal suppliers and fabricators.
 2. Submit the Schedule of Values to the City at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
 3. Subschedules: Where the Project is separated into phases that requires separately phased payments, provide subschedules showing values correlated with each phase of payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Project.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value: Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Project where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Project.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

2.2 Applications for Payment.

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by City.

- B. Payment Application Times: Submit progress payments to Architect by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's construction schedule. Use updated schedules if revisions were made. Submit schedule with Application for Payment, regardless of whether revised or not.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 3. Submit copies of invoices for each item of material/equipment listed in the Application For Payment. If material/equipment is stored off-site, submit certificate of insurance to substantiate that the materials/equipment are stored in a bonded warehouse.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to City by a method ensuring receipt within 24 hours. Each copy shall include waivers of lien and similar attachments.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Project covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Project must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Project covered by the application who is lawfully entitled to a lien.

- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's Subcontractors.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Project.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Project claimed as substantially complete.
1. Include documentation supporting claim that the Project is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Project.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."

7. Evidence that claims have been settled.
 8. Final meter readings for utilities and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Project.
 9. Transmittal of required project construction records to Owner.
 10. Final, liquidated damages settlement statement.
3. Time. Time is of the essence of this Agreement and the Contractor shall commence work on the Project with adequate force and equipment within ten (10) calendar days from the issuance of Notice to Proceed and shall complete the Project within two hundred ten (210) calendar days from the issuance of the Notice to Proceed or the date work begins, whichever is first.
 4. Termination. In addition to the provisions for termination as set forth under the heading TERMINATION FOR CONVENIENCE OR FOR CAUSE of Exhibit C, the Agreement may be terminated by either party prior to the commencement of the Contractor's provision of services to the City.
 5. Notice. The Contractor and the City shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed to the parties' respective representatives as follows:

To the City: Linda Roper, Director of Downtown Operations and Community Services
City of Beaufort
1911 Boundary Street
Beaufort, South Carolina 29902

To the Contractor: Eric Hoover
Nix Construction Company, Inc.
P.O. Box 7667
Hilton Head Island, South Carolina 29938

Neither party's representative shall be changed without ten (10) days' written notice to the other party.

6. Execution of Agreement. This Agreement shall be executed in at least three (3) original copies, of which one is to be delivered to the City Director of Finance, one to the Contractor for use in the administration of the Agreement, and one to the City.

- 7. Amendment. This Agreement may be amended from time to time as agreed upon by the parties in writing. The parties agree to negotiate in good faith to accommodate any necessary amendments.
- 8. Total Agreement. This Agreement, along with the documents that have been included herewith and made a part of this Agreement by reference, constitute the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF BEAUFORT

Signature

By: _____
Scott Marshall, City Manager

Printed Name

Signature

Printed Name

WITNESSES:

NIX CONSTRUCTION COMPANY, INC.

Signature

By: _____
Printed Name: _____
Its: _____

Printed Name

Signature

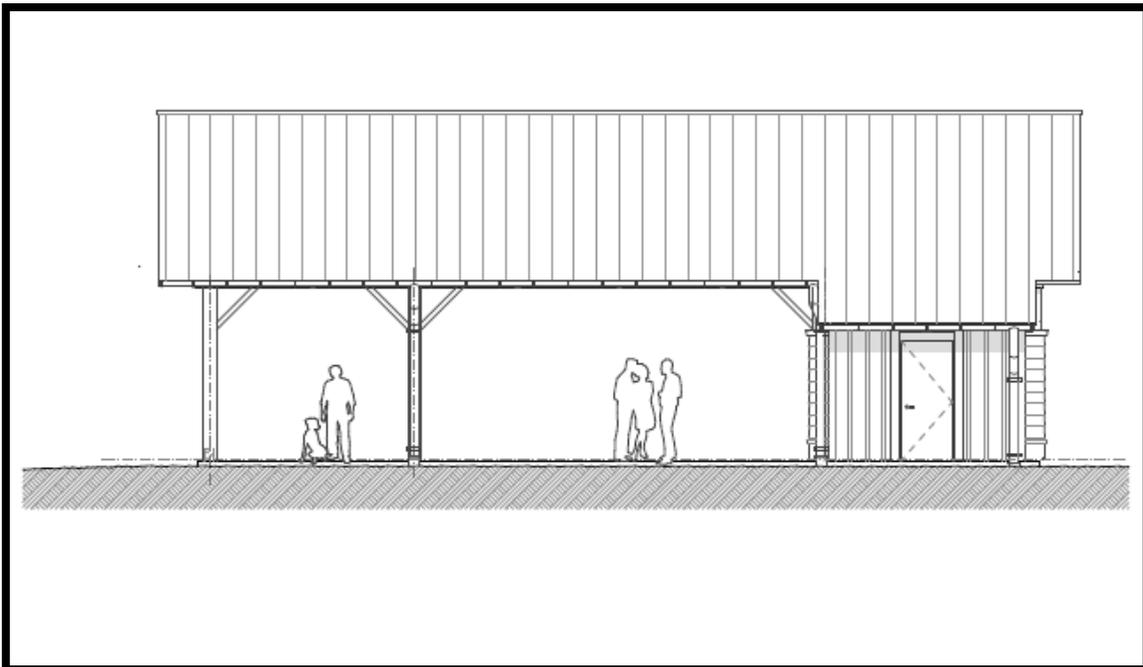
Printed Name



843-341-2330 / NixConstruction.com

**CITY OF BEAUFORT
RFP No. 2024-105**

**SOUTHSIDE PARK - PHASE 1
PLAYGROUND AREA
IMPROVEMENTS**



STATEMENT OF QUALIFICATIONS

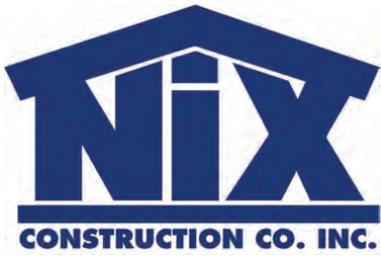
NOVEMBER 30, 2023

10:00 AM VIA VENDOR REGISTRY

SOUTHSIDE PARK RFP

SUBMISSION INDEX

- A. LETTER OF TRANSMITTAL
- B. CITY REQUIRED FORMS
- C. LICENSURE
- D. FIRM'S PROFILE
- E. FIRM'S EXPERIENCE
- F. PROJECT REFERENCES
- G. FIRM'S APPROACH & METHODOLOGY



A - LETTER OF TRANSMITTAL



2 Corpus Christi, Suite 203
P.O. Box 7667
Hilton Head Island, S.C. 29938
P. 843-341-2330 F. 843-341-2320

LETTER OF TRANSMITTAL

Date: November 30, 2023

Ref: City of Beaufort- RFP No. 2024-105 - Southside Park - Phase 1 Playground Area

To Whom It May Concern:

Please allow this document serve as the Letter of Transmittal for this RFP's requirement

1. Name of firm submitting bid proposal

Nix Construction Company Inc.
P.O. Box 7667
Hilton Head Island, SC 29938
(O) 843-341-2330 (F) 843-341-2320
Email: Eric.Hoover@NixConstruction.com

2. Name of Authorized Agent

Mr. Eric Hoover, PE
V.P. of Construction & Engineering

3. Executive Summary

Nix Construction has reviewed the plans and specifications for this project and is very familiar with the challenges of working on a project such as this. Due to technical and personnel challenges, we have assembled a very well qualified team of highly skilled personnel to make certain this project goes as smoothly as possible for the City of Beaufort and the residents that will enjoy this project. Our Project Managers and Field Supervisors are familiar with both the City of Beaufort and our sub- contractor base and will do well working towards completing this project and keeping all parties up-to-date as it progresses.

We sincerely appreciate this opportunity to provide to you the information provided in this RFP.

Respectfully,

A handwritten signature in blue ink that reads "Eric Hoover".

Eric Hoover, PE
Nix Construction Company, Inc.
V.P. pf Construction & Engineering
Cell: 843-505-2455
Email: Eric.Hoover@NixConstruction.com



B - CITY REQUIRED FORMS



2 Corpus Christi, Suite 203
P.O. Box 7667
Hilton Head Island, S.C. 29938
P. 843-341-2330 F. 843-341-2320

Affirmative Statement of City's General Terms & Conditions

DATE: November, 2023

Ref: City of Beaufort- RFP No. 2024-105 - Southside Park - Phase 1 Playground Area

Please accept this statement as acknowledgment that Nix Construction Company, Inc. has read and agrees to the City of Beaufort's General Terms and Conditions as posted on the City website and will adhere to them as a component of contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Eric Hoover".

Eric Hoover, PE
Nix Construction Company, Inc.
V.P. of Construction & Engineering Cell:
843-505-2455
Email: Eric.Hoover@NixConstruction.com

End of Statement

Southside Park Phase 1 - Playground Area Improvements

Bid Form

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A	Site Preparation and Demolition				
A.1	Site Mobilization	1	LS	\$12,162.15	\$12,162.15
A.2	Bonds & Insurance	1	LS	\$32,837.80	\$32,837.80
A.3	Construction Staking	1	LS	\$4,256.75	\$4,256.75
A.4	Traffic Control	1	LS	\$1,216.21	\$1,216.21
A.5	Asbuilt Construction Plans	1	LS	\$4,864.86	\$4,864.86
A.6	Selective Clearing & Grubbing	28,000	SF	\$1.52	\$42,567.51
A.7	Removal & Disposal - Asphalt and Curb	19,000	SF	\$2.43	\$46,216.16
A.8	Removal & Disposal - Gravel Paths	13,300	SF	\$2.13	\$28,307.40
B	Site Paving				
B.1	18" Curb & Gutter	1,400	LF	\$30.41	\$42,567.51
B.2	Flush Ribbon Curb	550	LF	\$30.41	\$16,722.95
B.3	Light Duty Asphalt with Base (2" Asphalt w/ 6" Base)	1,300	SY	\$62.76	\$81,583.68
B.4	Road Patch for Utilities	2,000	SF	\$7.56	\$15,129.71
B.5	Pervious Pavement (15" 57 Stone)	800	SY	\$164.19	\$131,351.19
B.6	Decorative vehicular concrete pavers	660	SF	\$52.30	\$34,516.17
B.7	Soft paving with steel edge	11,000	SF	\$7.91	\$86,959.35
B.8	Soft paving (no edge restraint)	550	SF	\$7.30	\$4,013.51
B.9	A.D.A. Detectable Warnings Pavers	200	SF	\$36.49	\$7,297.29
B.10	Concrete Sidewalks (4" Thk)	17,500	SF	\$10.95	\$191,553.81
B.11	Concrete Sidewalks (6" Thk)	2,400	SF	\$10.95	\$26,270.24
B.12	Concrete ADA Parking	450	SF	\$18.24	\$8,209.45
B.13	Wheel Stop	47	EA	\$152.03	\$7,145.26
B.14	Bollards (standard)	8	EA	\$668.92	\$5,351.34
B.15	Bollards (removable)	2	EA	\$1,216.21	\$2,432.43
C	Site Furnishings				
C.1	Decorative Park Entry Gate and Columns (vehicular)	1	LS	\$53,270.20	\$53,270.20
C.2	Benches (owner furnished; contractor installed)	11	EA	\$207.06	\$2,277.67
C.3	Trash Receptacle (owner furnished; contractor installed)	3	EA	\$207.06	\$621.18
C.4	Swing Bench and trellis	4	EA	\$19,717.88	\$78,871.52
C.5	Picnic Table (standard rectangular)	5	EA	\$2,250.00	\$11,249.99
C.6	Picnic Table (ADA rectangular)	1	EA	\$2,432.43	\$2,432.43
C.7	Picnic Table (standard square)	3	EA	\$3,040.54	\$9,121.61
C.8	Picnic Table (ADA square)	1	EA	\$3,040.54	\$3,040.54
C.9	Drinking Fountain with bottle filler (MDF)	1	EA	\$10,337.82	\$10,337.82
C.10	Hose Bibb (MDF)	5	EA	\$3,040.54	\$15,202.68
C.11	Bike rack	3	EA	\$668.92	\$2,006.75
C.12	Surface Preparation for Omnia Installation of playground equipment and safety surfacing.	1	LS	\$9,608.10	\$9,608.10
C.13	Decorative brick wall (3' HT.)	90	LF	\$409.86	\$36,887.79
C.14	Decorative brick columns	15	EA	\$2,706.08	\$40,591.17
C.15	Decorative metal playground enclosure fencing	580	LF	\$259.05	\$150,251.16
C.16	Decorative metal playground gate (Single)	1	EA	\$4,682.43	\$4,682.43
C.17	Decorative metal playground gate (Double)	2	EA	\$9,121.61	\$18,243.22
C.18	Park Entry ID Signage	1	LS	\$22,499.97	\$22,499.97
C.19	Park Entry Gate Signage (hours, exit stop sign, etc.)	1	LS	\$3,040.54	\$3,040.54

C.20	Playground Rules Signage	3	EA	\$1,520.27	\$4,560.81
C.21	Pavilion ID signage	1	EA	\$912.16	\$912.16
C.22	Pavement Markings	1	LS	\$3,648.64	\$3,648.64
C.23	A.D.A. Striping and Signage	1	LS	\$2,432.43	\$2,432.43
D	Site Grading				
D.1	Rough Grading (Cut)	360	CY	\$14.59	\$5,254.05
D.2	Fine Grading	14,000	SY	\$11.25	\$157,499.80
D.3	Select Fill	5,400	CY	\$42.57	\$229,864.58
E	Site Drainage				
E.1	18" HP Storm	400	LF	\$121.62	\$48,648.59
E.2	24" HP Storm	150	LF	\$164.19	\$24,628.35
E.3	30" HP Storm	80	LF	\$225.00	\$17,999.98
E.4	36" HP Storm	180	LF	\$237.16	\$42,689.14
E.5	Outlet Control Structure	1	EA	\$14,594.58	\$14,594.58
E.6	Grate Inlet	6	EA	\$7,540.53	\$45,243.19
E.7	Bioretention Cell Media	2,000	CY	\$103.38	\$206,756.50
E.8	6" Bioretention Underdrain	1,100	LF	\$36.49	\$40,135.09
E.9	4" Underdrain	600	LF	\$31.62	\$18,972.95
E.10	6" Roofdrain	150	LF	\$36.49	\$5,472.97
E.11	8" ADS N-12 pipe	70	LF	\$36.49	\$2,554.05
E.12	10" ADS N-12 pipe	85	LF	\$48.65	\$4,135.13
E.13	NDS Junction Box	1	EA	\$2,918.92	\$2,918.92
E.14	NDS Yard Inlet	2	EA	\$2,918.92	\$5,837.83
F	Utilities - Sewer				
F.1	Conflict Box	±	EA	\$0.00	\$0.00
F.2	Sanitary Sewer Cleanout	10	EA	\$1,945.94	\$19,459.44
F.3	6" PVC Sewer Pipe	472	LF	\$60.81	\$28,702.67
F.4	Sewer Service Tie-in	1	EA	\$6,810.80	\$6,810.80
G	Utilities - Water				
G.1	Irrigation System	1	LS	\$109,459.32	\$109,459.32
G.2	1.5" PVC Irrigation Service with associated fittings	800	LF	\$3.04	\$2,432.43
G.3	2" PVC Water Service with associated fittings	400	LF	\$30.41	\$12,162.15
G.4	6" PVC Fire Hydrant Service with associated fittings	50	LF	\$184.88	\$9,243.84
G.5	Water Service Tap Connection	1	EA	\$2,554.05	\$2,554.05
G.6	Gate Valve	4	EA	\$3,283.78	\$13,135.12
G.7	Backflow Preventor	2	EA	\$5,959.45	\$11,918.90
G.8	Water Meter Box	2	EA	\$1,687.50	\$3,375.00
G.9	Fire Hydrant Assembly	1	EA	\$10,599.31	\$10,599.31
H	Erosion Control				
H.1	Silt Fence	5,000	LF	\$3.95	\$19,763.49
H.2	Tree Protection	2,800	LF	\$3.95	\$11,067.55
H.3	Inlet Protection Type A	7	EA	\$273.65	\$1,915.54
H.4	Inlet Protection Type D	7	EA	\$273.65	\$1,915.54
H.5	Inlet Protection Type E	4	EA	\$182.43	\$729.73
H.6	Construction Entrance	1	EA	\$4,256.75	\$4,256.75
H.7	Portable Toilet	1	EA	\$1,216.21	\$1,216.21
H.8	Concrete Washout	1	EA	\$1,216.21	\$1,216.21
H.9	Sediment Dike	1	EA	\$304.05	\$304.05
H.10	Check Dam	1	EA	\$304.05	\$304.05
H.11	Rip Rap Outlet Protection	6	EA	\$1,824.32	\$10,945.93
H.12	Erosion Control Maintenance	1	LS	\$1,216.21	\$1,216.21
I	Utility - Site Electric				
I.1	Light poles, anchor base, aluminum, 14' high, excl concrete base	17	EA	\$8,489.18	\$144,316.04
I.2	Photoelectric control	1	EA	\$4,086.48	\$4,086.48
I.3	Post luminaire, exterior, lantern	17	EA	\$1,013.11	\$17,222.82

I.4	Conduit, 2" diameter, in trench, includes terminations and fittings	3,300	LF	\$21.28	\$70,236.40
I.5	2" Electrical Conduit - Security Camera and Gate	1,200	LF	\$20.07	\$24,081.05
I.6	2" Fiberoptic Conduit - Security Camera and Gate	1,200	LF	\$8.57	\$10,289.18
I.7	Hand Holes 12" x 18" - Security Camera and Gate	6	EA	\$364.86	\$2,189.19
I.8	Excavating, chain trencher, utility trench, common earth, 40 H.P., 12" wide, 36" deep	3,300	LF	\$9.12	\$30,101.31
I.9	Wire, copper, #8, type THWN-THHN, in raceway	32	CLF	\$1.52	\$48.65
I.10	Wire, copper, #4, type THWN-THHN, in raceway	64	CLF	\$4.74	\$303.57
I.11	Receptacle, GFI 30 Amp	2	EA	\$1,945.94	\$3,891.89
I.12	Receptacle, GFI, 15 Amp, incl box & cover	4	EA	\$608.11	\$2,432.43
I.13	Circuit breaker, 2 pole, 15 to 60 amp	5	EA	\$608.11	\$3,040.54
I.14	Landscape fixtures, low voltag, recessed uplight, incl conduit, wire, trench	2	EA	\$3,952.70	\$7,905.40
I.15	Light Pole Concrete Base	17	EA	\$972.97	\$16,540.52
J	Landscaping				
J.1	Palm Trees - SABP	24	EA	\$720.02	\$17,280.56
J.2	Palm Trees - WARO	4	EA	\$1,139.90	\$4,559.59
J.3	Canopy Trees - BETN	10	EA	\$419.95	\$4,199.47
J.4	Canopy Trees - PITA	8	EA	\$232.88	\$1,863.05
J.5	Canopy Trees - QOUN	6	EA	\$489.88	\$2,939.27
J.6	Canopy Trees - QUPH	5	EA	\$403.86	\$2,019.28
J.7	Canopy Trees - QUVI	22	EA	\$489.88	\$10,777.34
J.8	Canopy Trees - TADI	17	EA	\$489.88	\$8,327.95
J.9	Canopy Trees - ULDR	11	EA	\$532.88	\$5,861.73
J.10	Understory Trees - CECR	4	EA	\$455.47	\$1,821.89
J.11	Understory Trees - ILEA	6	EA	\$505.96	\$3,035.74
J.12	Understory Trees - LAMO	10	EA	\$376.94	\$3,769.41
J.13	Understory Trees - LANA	6	EA	\$376.94	\$2,261.65
J.14	Shrubs - ALO XUP	4	EA	\$91.05	\$364.18
J.15	Shrubs - CLAL	81	EA	\$35.81	\$2,900.23
J.16	Shrubs - DIVJ	30	EA	\$48.96	\$1,468.94
J.17	Shrubs - ILFL	10	EA	\$91.05	\$910.46
J.18	Shrubs - ILLFS	6	EA	\$102.56	\$615.38
J.19	Shrubs - LOCP	23	EA	\$91.05	\$2,094.05
J.20	Shrubs - MYCE	15	EA	\$69.65	\$1,044.79
J.21	Shrubs - PODO	57	EA	\$69.65	\$3,970.20
J.22	Shrubs - SECI	83	EA	\$97.63	\$8,102.92
J.23	Shrubs - VIAC	15	EA	\$91.05	\$1,365.69
J.24	Shrubs - VISU	38	EA	\$69.65	\$2,646.80
J.25	Shrubs - VITI	62	EA	\$86.11	\$5,338.70
J.26	Ground Covers - ANN	189	EA	\$14.59	\$2,758.37
J.27	Ground Covers - CAMI	214	EA	\$22.52	\$4,820.20
J.28	Ground Covers - PLUM	93	EA	\$19.24	\$1,789.37
J.29	Ground Covers - DIVA	37	EA	\$13.06	\$483.30
J.30	Ground Covers - DIVE	72	EA	\$13.06	\$940.47
J.31	Ground Covers - HYLI	51	EA	\$22.52	\$1,148.74
J.32	Ground Covers - JUCO	250	EA	\$14.30	\$3,575.67
J.33	Ground Covers - LAHY	29	EA	\$13.89	\$402.79
J.34	Ground Covers - LOMK2	296	EA	\$25.82	\$7,642.79
J.35	Ground Covers - LOMK	52	EA	\$25.82	\$1,342.65
J.36	Ground Covers - MUCA	693	EA	\$13.06	\$9,052.07
J.37	Ground Covers - MUCA2	671	EA	\$13.06	\$8,764.70
J.38	Ground Covers - PANV	377	EA	\$22.52	\$8,491.66
J.39	Ground Covers - PANE	32	EA	\$22.52	\$720.78
J.40	Ground Covers - PAVN	71	EA	\$22.52	\$1,599.23
J.41	Ground Covers - RUFU	114	EA	\$19.24	\$2,193.42
J.42	Ground Covers - SPAL	86	EA	\$19.24	\$1,654.68

J.43	Ground Covers - SPAB2	382	EA	\$13.06	\$4,989.74
J.44	Ground Covers - SPBA	50	EA	\$13.06	\$653.11
J.45	Ground Covers - TRAS	353	EA	\$9.05	\$3,194.17
J.46	Mulch - HWMULCH	20,788	SF	\$1.05	\$21,743.10
J.47	Mulch - MLCH	2,197	SF	\$0.39	\$855.05
J.48	Turf - CYDA	117,193	SF	\$0.26	\$29,931.69
J.49	Turf - CYCE	13,061	SF	\$1.25	\$16,361.53
K	Pavilion				
K.1	Pavilion with unconditioned restrooms and storage	1	LS	\$532,438.12	\$532,438.12
K.2	Mini-Split HVAC - For Electrical Closet	1	LS	\$4,864.86	\$4,864.86
L	Allowances				
L.1	Arborist Allowance	1	LS	\$7,500.00	\$7,500.00
	Total Project Price (Items A-L, Inclusive)			\$3,593,370.50	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Turbeville Insurance Agency 28 Kemmerlin Lane Beaufort, SC 29907	CONTACT NAME: Simone Woods PHONE (A/C No. Ext): 803-779-7666 E-MAIL ADDRESS: simoneg@tiasc.biz	FAX (A/C, No): 803-779-7444
	INSURER(S) AFFORDING COVERAGE	
INSURED Nix Construction Company Inc. Po Box 7667 Hilton Head Island, SC 29938	INSURER A: Charter Oak Fire Insurance Company (The)	25615
	INSURER B: Travelers Indemnity Company (The)	25658
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: S. C. Home Builders	SC2
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO1X894676	10/23/2023	10/23/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA1X894535	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP1X89530A	10/23/2023	10/23/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10020220003480	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Inland Marine			CO1X894676	10/23/2023	10/23/2024	Scheduled Equipment	\$448,450
							Leased/Rented Equipm	\$175,000
							Deductible	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CANCELLATION**CERTIFICATE HOLDER**

FOR INSURANCE VERIFICATION ONLY

AUTHORIZED REPRESENTATIVE

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF South Carolina)

COUNTY OF Beaufort)

Eric Hoover, being first duly sworn, deposes and says that:

1. He/She is V.P. of Construction (title) for/of Nix Construction Co. Inc. (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or company in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

11/20/23
DATE

Nix Construction Co, Inc.
COMPANY/BUSINESS

BY: E. Hoover
SIGNATURE

Eric Hoover
PRINTED NAME

SWORN to before me this 20
day of November, 2023

ITS: V.P. of Construction
TITLE

Notary Public for South Carolina (state)
My commission expires: 1/2/29
By: [Signature]
(signature)



23

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF South Carolina)

COUNTY OF Beaufort)

Eric Hoover, being first duly sworn, deposes and says that:

1. He/She is V.P. of Construction of Nix Construction Co, Inc., the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

E. Hoover

(signed)

V.P. of Construction

(title)

SWORN to before me this 20
day of November, 2023

Notary Public for South Carolina (state)

My commission expires: 1/2/29

By: [Signature]
(signature)



SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM	
YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/></p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/></p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p>If Yes, please indicate minority group: ___ Asian American ___ Black American ___ Hispanic American ___ Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/></p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/></p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/></p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/></p>
<p>Is this business incorporated?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>



2 Corpus Christi, Suite 203
P.O. Box 7667
Hilton Head Island, S.C. 29938
P. 843-341-2330 F. 843-341-2320

Minority & Disadvantaged Business Enterprise (MBE/DBE)

DATE: November, 2023

Ref: City of Beaufort- RFP No. 2024-105 - Southside Park - Phase 1 Playground Area

Please accept this statement as acknowledgment of the MBE/DBE requirement for this RFP. Nix Construction Company, Inc. is not an MBE/DBE Business.

End of MBE/DBE Notice

**CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP 2024-105 SOUTHSIDE PARK – PHASE I PLAYGROUND AREA IMPROVEMENTS**

PROPOSER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	/
_____	_____

Address: _____
City: _____ State: _____
Telephone: _____ Fax: _____
Email: _____

*Signature:  Title: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name: _____ Date: _____

McCARTHA, COBB & ASSOCIATES



November 21, 2023

City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

Re: Nix Construction, Inc.
Project: Southside Park

It has been the privilege of McCartha, Cobb & Associates, Inc. and Swiss Re Corporate Solutions America Insurance Corporation (SRCSA) to provide surety-ship for Nix Construction Inc., for several years, during which time Nix Construction, Inc. has performed projects in excess of \$8,000,000.00.

At the present time, Swiss Re Corporate Solutions America Insurance Corporation (SRCSA) provides a \$7,000,000 single project/\$15,000,000 aggregate surety program to Nix Construction, Inc. We stand ready to issue performance and payment bonds on the above project; however, surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, project financing, and all other pertinent underwriting factors. We assume no liability if for any reason we do not execute such bonds.

Please be advised that this letter is not pre-qualifying the client for Subcontractor Default Insurance (Subguard). McCartha, Cobb & Associates, Inc. accepts no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance (Subguard).

Regards,

A handwritten signature in blue ink, appearing to read "C. Wayne McCartha".

C. Wayne McCartha
Agent for Surety



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Nix Construction Company, Inc.
Post Office Box 7667
Hilton Head, SC 29938

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street Suite 800
Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Beaufort
Post Office Drawer 1167
Beaufort, SC 29902

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)

Southside Park - Phase 1 Playground Area Improvements

Project Number, if any:
RFP 2024-105

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

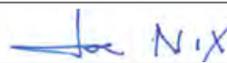
Signed and sealed this 30th day of November, 2023



(Witness)

Nix Construction Company, Inc.

(Principal)

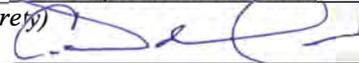


(Seal)

(Title) Joseph E. Nix, President

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)



(Title) C. Wayne McCartha, Attorney-in-Fact



(Witness) Raymond E. Cobb, Jr.



Init.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

C. WAYNE McCARTHA, RAYMOND E. COBB, JR., AND M. KATHRYN McCARTHA-POWERS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of November, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



C - LICENSURE

PLEASE NOTE THAT NIX CONSTRUCTION IS A LOCAL, LICENSED CONSTRUCTION MANAGER AND GENERAL CONTRACTOR WITH UNLIMITED LICENSING AND OVER 30 YEARS OF CONSTRUCTION EXPERIENCE.

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.109130

LICENSE#: CLG.109130

NIX CONSTRUCTION CO INC
THE PROFESSIONAL BLDG STE 203
2 CORPUS CHRISTIE PL
HILTON HEAD ISLAND SC 29928-1700

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below:

Building-BD5, Bridges-BR5

(If this license has a "Limited Building" classification, licensee is limited to 3 stories in height)

LICENSE NUMBER:CLG.109130
Initial License Date:.....11/24/2003
EXPIRATION DATE:.....10/31/2024


Administrator

Group Limitation Amounts Per Job:

Group #1 - \$50,000 Group #2 - \$200,000
Group #3 - \$500,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited

Qualifying Party(s): JOSEPH E NIX JR

(It is at the discretion of this licensee to designate whomever they choose to pull permits and conduct business in their behalf.)

STATE OF SOUTH CAROLINA
Department of Labor, Licensing and Regulation
S C CONTRACTOR'S LICENSING BOARD
CONSTRUCTION MANAGER CERTIFICATE

BPC1023120

This certificate recognizes:

Certificate#: CCM.609

JOSEPH E NIX JR

as a **GENERAL CONSTRUCTION MANAGER** by the laws of South Carolina
in behalf of the following licensed Contractor:

NIX CONSTRUCTION COMPANY
STE 203 THE PROFESSIONAL BLD I CORPUS CHRISTIE RD
HILTON HEAD SC 29928

Contractor's License Number: CLG.109130 GC

and is duly authorized to engage in Construction Management Oversight in the following fields:

BD BR

Contract \$ Limit: Group 5-\$Unlimited

(If this certificate shows "LB", work is limited to 3 stories in height)

Issue Date: **November 8, 2022**

Expiration Date: **October 31, 2024**

Molly F. Prew

Interim Administrator

*The above contractor's License Number must be "Active" for this certification to be remain valid.
Licensee Lookup: <https://verify.llronline.com/LicLookup/LookupMain.aspx> - Search Board: "Contractors-Commercial"*



D - FIRM'S PROFILE

- **Offices of the Firm**
- **Size & Primary Office Information**
 - **Organization Chart & Resumes**
- **Confirmation of ability to Complete Project**



FIRM'S PROFILE

Date: November 30, 2023

Ref: City of Beaufort- RFP No. 2024-105 - Southside Park - Phase 1 Playground Area

Nix Construction Company, Inc. has been proudly serving the Lowcountry of South Carolina since 1995. Our main office is located at 2 Corpus Christi, Suite 203 on Hilton Head Island with a 2nd office located at 17 Sherington Drive, Suite E in Bluffton.

Eric Hoover, V.P. of Construction & Engineering of Nix Construction Company, will be the primary contact person for Nix Construction to support the City of Beaufort on this project. Eric's background in the commercial construction industry spans over 24 years with both Civil Engineering and Construction experience and provides many local examples of quality projects. The most recent City of Beaufort project he was in charge of was the recently completed Whitehall Park.

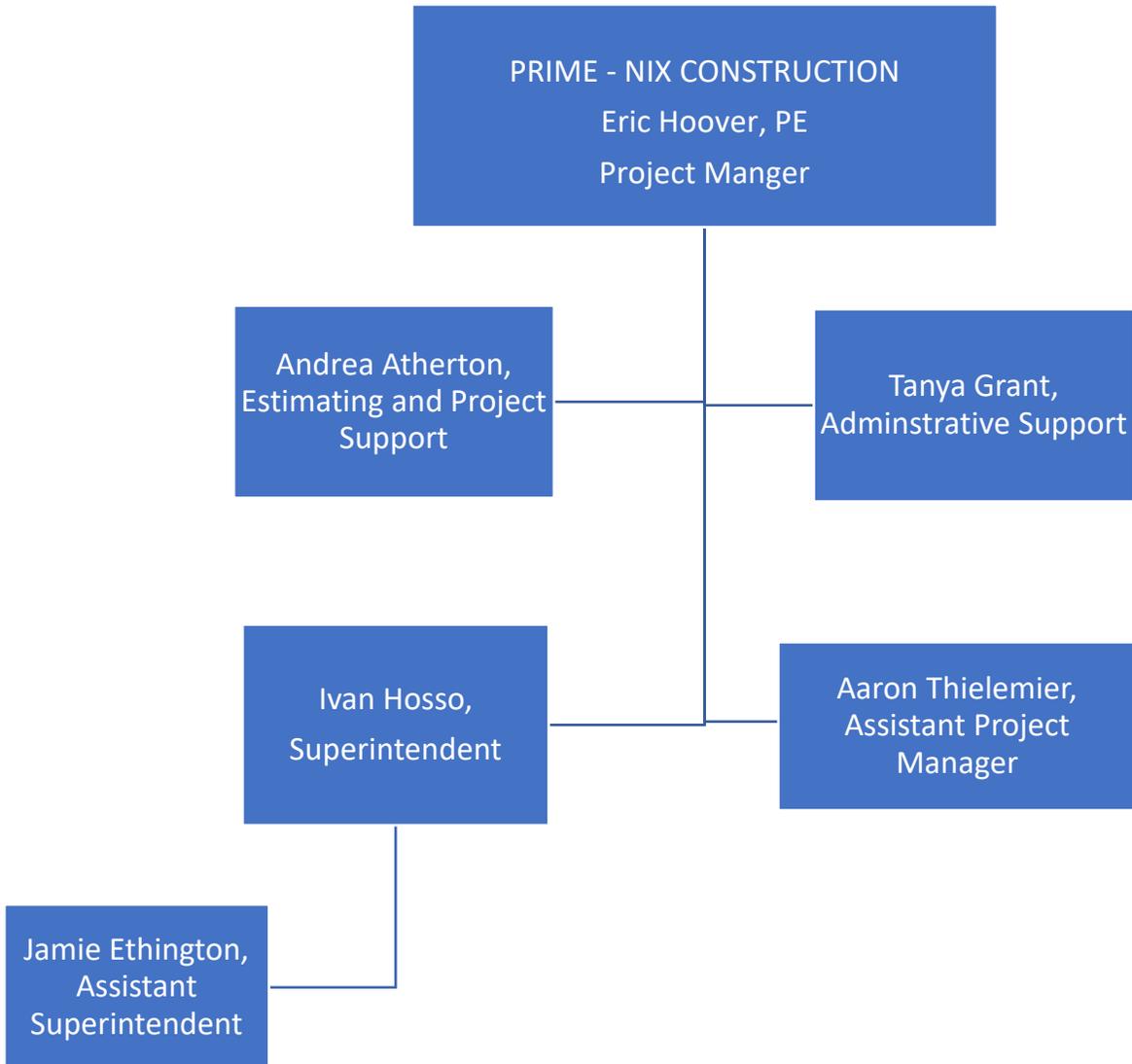
Our firm will have a 6-person team on this project in support of making this a success. We have both Prime Positions (Superintendent and Project Manager), as well as Assistant Prime Positions that support one another as the project progresses. Due to this, Nix Construction is well placed to weather any potential staffing changes that may occur over the lifespan of this project. Please find the following Prime Team Organizational Chart and Resumes for more detailed information on each member of our team. Supporting Eric Hoover in this project will be:

- Ivan Hosso – Superintendent – Ivan has been a Construction Superintendent in the Low Country for over 25 Years leading construction on multi-disciplinary projects such as the Lowcountry Celebration Park for the Town of Hilton Head Island. This \$13.7MM project included 4 buildings, an interactive children's playground, event lawn, multiple marine elements (bridges & bulkheads) and an interior up-fit for the Sandbox Children's Museum.

Ivan also recently completed the Dolphin Head Recreation Park for Hilton Head Plantation. This \$4.0MM project included a playground, open-air pavilion, community center, basketball court, and landscaping.



PRIME TEAM ORGANIZATIONAL CHART



ERIC L. HOOVER, P.E.

39 Hopper Ridge Road
Bluffton, SC 29909

Email: Eric.Hoover@NixConstruction.com
Phone: 843-505-2455

Detailed-oriented Civil Engineer with over 25 years of land development, construction, and project management experience.

LICENSURE Pennsylvania Licensed Professional Engineer (PE075827)
Georgia Licensed Professional Engineer (PE39209)
South Carolina Professional Engineer (PE31670)
Colorado Licensed Professional Engineer (PE0055514)

EXPERIENCE **Nix Construction Company, Inc.** **Hilton Head Island, SC**
Vice President of Construction & Engineering Jan. 2021 - Present

- Projects managed:
 - Sea Pines Corp, Palmetto Bay Lodges: \$4.8M Multi-Family Housing Complex
 - Whitehall Park: \$1.8M - Beaufort County Park
 - Coastal Discovery Museum: \$1.7M - Conversion of Barn into Museum
 - ACE Hardware of HHI: \$2.0M - Expansion & Remodel including Sitework
 - Beachwalk Villas: \$1.3M - Three Unit Housing

Ward Edwards Engineering **Bluffton, SC**
Project Manager/Engineer of Record 2014 – 2020

- Successfully lead and managed more than 100 projects with construction budgets ranging from \$500k to \$60M
- Managed and designed projects from conceptual design through construction
- Designs included agency permitting, site layout, stormwater management, E&S Control Plans (SWPPP), roadway design, water and sewer layout, dry utilities, and all applicable reports and calculations
- Design and implementation of Volume, Rate, and Water Quality Best Management Practices
- Preparation of State Department of Transportation Encroachment Permits
- Permitting for required agencies including NPDES, DOT, various municipalities, USACE Wetlands, SCDHEC Water and Wastewater, electric companies, the public water and sewer authorities, and the State Fire Marshall Office

NuTec Design Associates, Inc. **York, PA**
Project Manager and Lead Project Engineer 1998 to 2014

- Project Engineer for institutional, industrial, commercial, and governmental projects
- Lead Engineer for projects in PA, CT, DE, MA, MD, NJ, VA, & WV
- Lead Civil Project Engineer for the 950,000 sf, \$650M USAMRIID Building located in Fort Detrick, MD

- Civil Project Engineer for the \$90M Harley-Davidson Production Facility in York, PA. The project was fully designed and permitted in a short duration to avoid a plant relocation to Shelbyville, KY.
- Designs included agency permitting, site layout, stormwater management, E&S Control Plans (SWPPP), roadway design, water and sewer layout, dry utilities, and applicable reports and calculations
- Permitting for required agencies including NPDES, DOT's, County Conservation Districts, DEP, federal government, municipalities, and USACE Wetlands
- Assist property owners with certification and inspection of Stormwater Management Facilities
- Served as a Township Engineer; reviewed land development plans, stormwater plans, and permit applications submitted by developers for Hellam Township, York, PA

PROFESSIONAL INVOLVEMENT

PSMJ Boot Camp Attendee - 2017
President- York/Adams/Lancaster Counties Chapter of PSPE (2012-2013)
Board of Directors- York/Adams/Lancaster Chapter of PSPE (2009 – 2014)
North Codorus Township Planning Commission (2012 – 2014)
North Codorus Township Zoning Hearing Board (2012)
MathCOUNTS Competition Volunteer (2010 – 2014)
Aylesbury Home Owners Association Board Member (2011 – 2014)
Dale Carnegie Leadership Course – Skills for Success Graduate – 2013

PROJECT MANAGEMENT SKILLS

Ability to quickly adapt to various regulatory requirements for projects
Lead, develop and mentor team members, to include entry-level designers
Build relationships and interact effectively with key stakeholders
Make decisions on key technical issues in a demanding, fast paced environment
Standardize plans and reports for greater efficiency in project completion

TECHNICAL SKILLS

AutoCAD, AutoCAD Civil 3d, Timberline (estimating software), Hydraflow Stormsewers & Hydrograph Engineering Programs, WIN-TR55, WaterCAD, AJERA (accounting & invoicing software), Submittal Exchange (Construction Management Software), AIA Documents, Hec-Ras, Microsoft programs including Word, Excel, and Outlook

CLEARANCE

US Government Secret Clearance – 2000 to 2014

EDUCATION

The Pennsylvania State University
Bachelor of Science - Civil Engineering Technology (1998)

The Pennsylvania State University
Associate of Science - Architectural Engineering Technology (1996)

RONALD ETHINGTON

67 Wall Street
Ridgeland, SC 29936

Email: Jamie@NixConstruction.com
Phone: 843-227-2171

Experienced superintendent with more than 30 years of hands-on experience in all phases of commercial and residential construction. Work effectively with architects, engineers, developers, bankers, contractors

- EXPERIENCE**
- | | |
|--|--|
| Nix Construction Company, Inc.
Superintendent | Hilton Head Island, SC
2016 to Present |
| <ul style="list-style-type: none">• Recent Projects Supervised:<ul style="list-style-type: none">○ Sea Pines Corp, Palmetto Bay Lodges: \$4.8M Multi-Family Complex○ Hilton Head Fire Station #2: \$4.8M LEED Silver New Facility○ Coastal Discovery Museum: \$1.7M - Conversion of Barn to Museum○ HHI Omni Beach Resort Beach Bar & Pool: \$1.8M Reno & New Build○ Village of New Haven, 38,000 Deck Replacement: \$1.8M○ Harbour Town Yacht Club Renovation: \$1.1M• Responsible for contractors and all activities on site throughout the duration of a project.• Schedule, monitor, and inspect all work from start to customer orientation. Maintain budgets, process invoices, and control overhead costs. | |
| KM, Inc.
Construction Manager | Monroe, LA
2009 to 2016 |
| <ul style="list-style-type: none">• Responsible for overseeing crew and completing quality work for residential and commercial projects.• Completed Projects:<ul style="list-style-type: none">○ Penn Hotel, 9-Story Luxury Condos, 54,750 SF○ Community Care Clinic○ Bangkok Spice Restaurant | |
| Gene Ethington, Inc.
Project Manager | Bluffton, SC
2006 to 2009 |
| <ul style="list-style-type: none">• Responsible for overseeing crew and completing quality work for (18) Custom Homes. | |
| Ronald Ethington Construction Company
Owner | Bluffton, SC
1999 to 2006 |
| <ul style="list-style-type: none">• Owner of business specializing in Remodels. | |
| Gene Ethington Construction
Carpenter | West Monroe, LA
1990 to 1999 |

Andrea Atherton

843-715-1113 | Andrea@NixConstruction.com

Work Experience

Nix Construction Co. Inc., June 2022 - Present
Project Management Assistant

Beaufort County Engineering Department, Beaufort, South Carolina | September 2015 – May 2022 (Retired)
Director Transportation – September 2021 – May 2022

- Beaufort County Roads Resurfacing Program
- Beaufort County Dirt Road Paving Program
- Sam's Point Turn Lane, Lady's Island

Director Capital Improvements – April 2018 – August 2021

- New Arthur Horne Building, Beaufort, SC
- Whitehall Boat Landing, Beaufort SC
- Ft Frederick Heritage Preserve, Port Royal, SC

Sr. Project Manager – September 2015 – March 2018

- Hilton Head Humane Association – Animal Campus – Okatie, SC
- Buckwalter Recreation Center Addition, Bluffton, SC

T. H. Marsh Construction Co., Royal Oak, Michigan | May 2012 – August 2015

Sr. Project Manager, May 2012 – August 2015

- Starbuck's, Royal Oak, MI
- Westborn Market Renovation, Royal Oak, MI
- University Town Center Mall, Sarasota, FL.
- Kilmer Retail Plaza, Troy Michigan.

Skanska USA Building, Inc., Southfield, Michigan | June 2000 – January 2012

Project Executive, June 2000 – January 2012

- AT&T Wire Center projects in Michigan, Ohio and Indiana.

A. J. Etkin Construction Co., Oak Park, Michigan | May 1979 – May 2000

Project Manager, 1992 – 2000

Vice President Interiors Group, 1988 – 1991

Vice President Estimating, 1985 – 1987

Estimator, 1982 – 1985

Field Engineer/Assistant Superintendent, 1979 – 1981

Education

University of Michigan, Ann Arbor, MI | 1975 – 1979

Bachelor of Science in Civil Engineering

AARON THIELEMIER
5 Hager Road, Bluffton, SC 29910
(843) 816-1934
AJThielemier@gmail.com

PROFESIONAL SUMMARY

Energetic business leader with exceptional relationship building, analytical thinking and planning skills. Successful in partnering with multiple parties and maintaining a level focus on end-goals. Self-motivated to create highly effective organizations that express strong communication, negotiation, and interpersonal skills.

AREAS OF EXPERTISE

- Leadership
- Employee Management
- Financial Analysis
- Strategic Planning
- Diplomacy
- Strong Collaborator
- Contract Negotiation
- Entrepreneurial Team Player

EXPERIENCE

Assistant Project Manager, Nix Construction, Hilton Head, SC – August 2019 to Present

Past Projects:

- Town of Hilton Head Island - Fire Station #2, \$4.8MM LEED Silver First Responder Station
- Hilton Head Omni Beach Resort Beach Bar & Pool, \$1.8MM Renovation & New Build Project
- City of Beaufort - Arsenal Roofing & Restroom Upfit/Renovations, \$425K Historic Renovation

Controller, Largo-CR Homes, LLC, Bluffton, SC – May 2014 to August 2019

- Establish quality, personal relationships with Customers and Lenders to ensure each build is fiscally sound
- Managing day-to-day Financial Operating Activity for both Spec and Custom Home divisions
- Prepare budgets and financial forecasts on a monthly, quarterly and annual basis
- Establish, implement and improve on Best-Practice Accounting Policies
- Develop and monitor all company reporting: Accounts Payable, Construction Costs, Home Sales, Retail/Commercial Management, Customer Draws, Draw Inspection Requests
- Assist in long term business and financing arrangements
- Anticipate and communicate variances of schedule opportunities and profit/loss analyses

Executive Pastor, Central Church, Hilton Head Island, SC – September 2005 to May 2014

- Lead and mentor ministry leaders through individual relationships and organizational gatherings. Integral in securing loan funding for \$2.5 mm capital building expansion of over 15,000 square feet.

EDUCATION

- Miami University, Oxford, OH – 1998
 - Bachelors of Fine Arts – Sociology, Music Performance – Cum Laude
- IICRC Certifications – 2002-2005
- Eagle Scout, Pueblo, CO – Boy Scouts of America
- Order of the Arrow, San Isabel, CO

Experience:

Nix Construction Company, Inc.

Office Manager Feb. 2021 - Present

Responsibilities include: AP, AR & payroll utilizing QuickBooks. Invoicing, Managing phased Draws and Deposits, Billing, Supporting CFO for reporting data as needed. Contract & Subcontract Generation, Customer Scheduling, Material & Supply Orders as coordinated by field staff, Verification of Subcontractor licenses, certifications and COI's.

Russak Restoration, LLC - Portland, CT

Office Manager 2010-2017/remote 2018

Responsibilities included: Managing office for contracting company specializing in restoration, roofing, masonry, painting, steeples, high work, copper for commercial buildings and churches. Accounts payable, receivable & payroll were done using QuickBooks. Office work included: invoicing, managing deposits in phases, collections, billing, taxes, & audits. Contracts, insurance, scheduling, ordering materials & supplies, subcontractors, employee hiring, making sure employees were up to date with licenses and certifications, errands, scheduling vehicle and equipment maintenance, making sure client phone calls and emails are responded to promptly, keeping owner informed of all day to day handlings.

Outer Banks Eye Care - Nags Head, NC

Optician 2008-2010

Responsibilities included: Managing optical department and lab, making glasses, fitting patients with glasses, teaching patients how to use progressive lens, contact lens assisting, patient tutorials, ordering lab materials, reading charts, inventory, bookkeeping, patient record keeping, day sheets, assisting front desk, scheduling, insurance billing, sales, collections, surgery referrals.

RPC Contracting Inc. - Kitty Hawk, NC

Office Assistant 2005-2008

Responsibilities included: Assisting with payroll, insurance, phones, job costing and equipment costing for mileage, fuel, materials etc., inventory, assisting field supervisors, assisting in company safety, monthly safety meetings, developing spreadsheets for various company tracking, setting up new and maintaining current jobs in the NC one-call system, screening new-hire employees, checking sub-vendor billing, weekly attendance for over 75 employees, typing and sending proposals, sending out information for new bids, vehicle inspection logs for dump trucks and equipment, notarizing business documents.

Sun Realty - Currituck, NC

Maintenance Accounts Payable 2003-2005

Responsibilities included: Handling duties in maintenance accounts payable for over 1700 rental homes. Working and verifying directly with the homeowners, guests, numerous maintenance vendors, six rental departments, and seven sales departments. Paying invoices, quarterly maintenance reports, security deposit holds on damage assessments, phones, filing, annual mailings, as well as filling in when needed as a maintenance coordinator, guest/maintenance deliveries, linens., and assisting with pre/post hurricane team.

Child and Family Solutions – Cromwell, CT

Personal Assistant 1999 – 2002

Responsibilities included: Managing business and personal related duties, in and out of the office, for two Psychologists. Billing, typing, filing, patient testing, phones, shopping, banking, monthly insurance, EOB's, immediate scheduling of urgent court referred cases, and transportation of confidential court documents.

Donna's Catering - East Hampton, CT

Caterer 1998-2002

Responsibilities include: Assistance of planning, shopping, prep, cooking, equipment rentals, deliveries, staffing, serving, setup and breakdown of events ranging from weddings to pig roasts.

Education:

Middlesex & Tunxis Community College – CT – Associate in Science
College of the Albemarle – Manteo, NC
Eastern Connecticut State University – Willimantic, CT
High School – East Hampton CT – Diploma

Certifications & Licenses:

Licensed Real Estate Agent – State of Connecticut
Appointed Public Notary – State of North Carolina

Volunteer Work:

W.A.T.C.H. Dogs – River Ridge Academy
Friends for Paws
Fidelco Guide Dog Foundation
The American Cancer Society's Relay for Life
Hotline Women's Shelter



E - FIRM'S EXPERIENCE

FIRM'S EXPERIENCE



Date: November 30, 2023

Ref: City of Beaufort- RFP No. 2024-105 - Southside Park - Phase 1 Playground Area

Nix Construction is **UNIQUELY QUALIFIED** for this project as the General Contractor due to our current and past relationships with the current Architectural and Engineering team. We have multiple projects where we have proven work with Wood + Partners and Parker Design Group. This includes local prime subcontractors..

Additionally, Nix Construction is a **LOCAL COMPANY** with key members who live, volunteer and work in the Beaufort County community. This is our home and we want the best for our community. We believe in working hard to find local talent and crafts to build our home County and believe that we can bring this talent to this important project for with the City of Beaufort.

The following Nix Construction Company, Inc. projects are highlighted because they include similar needs and requirements as those found in the Southside Park project and include the aforementioned key firms that have **PROVEN SUCCESS** in past projects:

Project 1: Lowcountry Celebration Park, Hilton Head Island

Project 2: Dolphin Head Recreation Area, Hilton Head Island

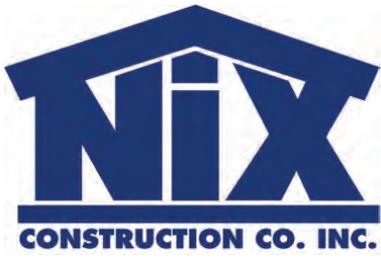
Project 3: Whitehall Park, City of Beaufort

Project 4: Hampton Hall Amenity Center, Bluffton

Project 5: Moss Creek Clubhouse, Bluffton

Two (2) of these projects had playgrounds which needed coordination with the Playground Equipment installer which will be required with the Southside Park project. This shows that Nix Construction has proven capability to operate seamlessly with both site contractors and playground equipment installers. The Whitehall Park project had the same design team of Wood + Partners and PDG Architects. The Whitehall Park project had almost the identical pavilion/restrooms proposed for this project, which demonstrates we can build this structure. Hampton Hall includes bocce ball courts, pickleball courts, and open-air pavilions that demonstrate we are accustomed to working with many types of construction. Moss Creek is a display of our craftsmanship as we self-performed all the interior trim work, doors/window installation and framing. The above projects show we are a diverse General Contractor with skills in many types of projects similar to the Southside Park Project.

Litigation History: None of Nix Construction Company, Inc's client contracts have been litigated.



F - PROJECT REFERENCES



Please click for further
drone videography of this
keystone project:
<https://vimeo.com/794328827>

Town of Hilton Head Island, Lowcountry Celebration Park

Started: April 30, 2019

Completed: November 17, 2020

Value: \$14,400,000



LOWCOUNTRY CELEBRATION PARK





DOLPHIN HEAD PARK

Started: January, 2023

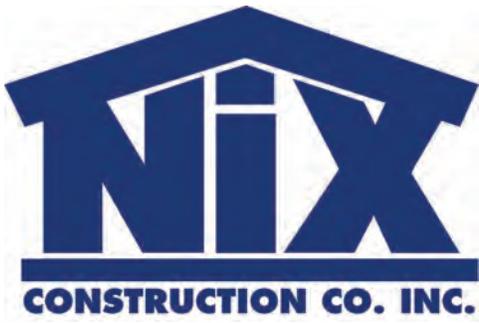
Completed: October, 2023

Value: \$ 3,960,00



DOLPHIN HEAD PARK





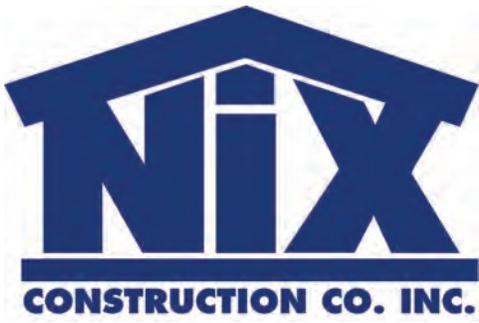
WHITEHALL PARK

Started: May, 2022
Completed: February, 2023
Value: \$1,683,000



WHITEHALL PARK



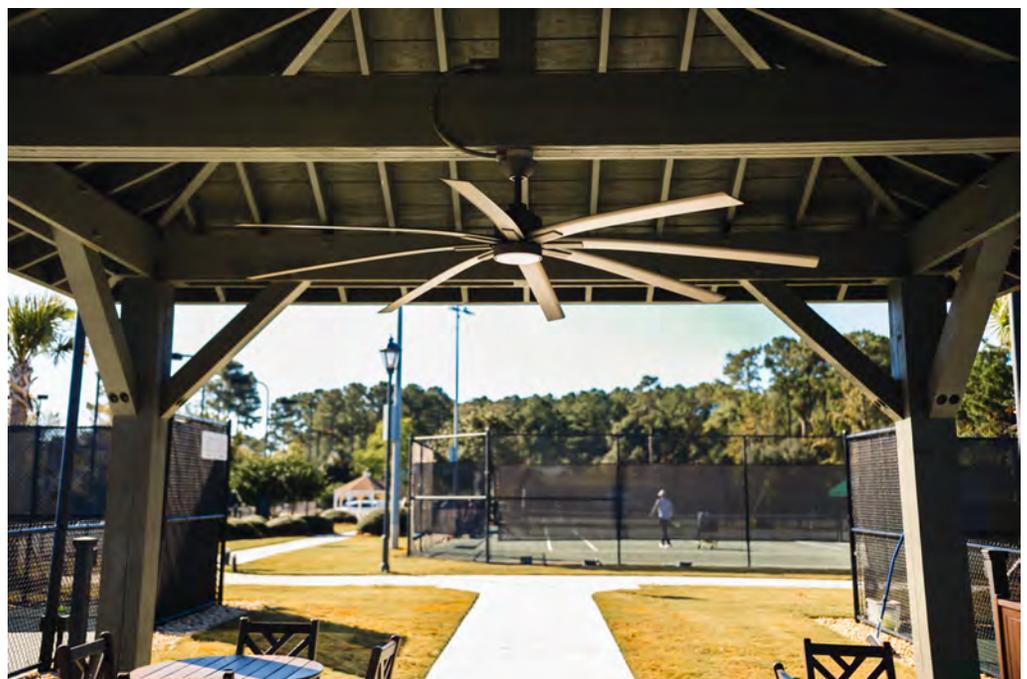


HAMPTON HALL AMENITY CENTER

Started: July, 2022
Completed: April, 2023
Value: \$798,000



HAMPTON HALL AMENITY CENTER





MOSS CREEK CLUBHOUSE RENOVATIONS

Started: June, 2022
Completed: June, 2023
Value: \$5,000,000



MOSS CREEK CLUBHOUSE RENOVATIONS





The following information provides examples of the information format that Nix Construction will use for the Southside Park Project:

- Bi-Weekly Owner Progress Reports
- OAC (Owner/Architect/Contractor) Meeting Agenda
- Previous Meeting Minutes from OAC Meeting
- Critical Path Schedule with Logic
- Buyout Report for Materials and Subcontracts
- Submittal Exchange Datasheet for Submittal Tracking
- Contract Change Order Tracking Form
- Change Proposal Form
- Payment Application (AIA G702)
- Schedule of Values (AIA G703)
- Monthly Job Cost Tracking Report



EXAMPLE:
SUBMITTAL EXCHANGE DATASHEET
SAAS USED FOR SUBMITTAL TRACKING FOR ENTIRE PROJECT

Primavera Submittal Exchange Cloud Service—Datasheet

Oracle's Primavera Submittal Exchange Cloud Service is a secure online system for electronically exchanging, reviewing, and archiving construction communications. Take your construction administration process to the cloud to save time, reduce costs, and decrease the amount of paper associated with construction projects. You will experience increased transparency, consistency, and accountability, resulting in fewer delays and lower costs.

Streamline construction documentation

Primavera Submittal Exchange Cloud Service provides an easy user experience for electronically exchanging, reviewing, and archiving construction project documentation in the cloud.

Construction projects entail complex processes that can involve teams of people and thousands of documents. The organization, distribution, and tracking of these documents can be a massive undertaking, yet these activities are critical to a project being completed on time and on or under budget. This solution brings all participants together by providing a single place for construction documents to be stored and shared. Automated workflows can be set for nearly all construction documents, including submittals, requests for information (RFI), and change orders.

Primavera Submittal Exchange: Manage documents collaboratively and efficiently.

Save time

You no longer have to print a document, mark it up, scan it, and send it back. Nor do you have to sift through emails to find the one piece of information you need. Primavera Submittal Exchange Cloud Service does all of that for you. The document management system organizes all documents into one central location. Because it is cloud-based and mobile-friendly, your project can be securely accessed from nearly any device with internet access. It's easy to learn, and allows for reviewing and editing in the field, in real time, to save countless hours.

Some features allow you to reduce meeting time with your team, such as quickly generating reports for viewing items needed, items completed, or items in progress (including "ball-in-court" indications). These can easily be exported into spreadsheets for further formatting and customizing. Keep on top of punch list items and tasks by assigning them directly to users who, in turn, can enter notes or update the status for completion or review.

For additional convenience, Primavera Submittal Exchange Cloud Service also features an online PDF editor for marking up and stamping submittals and RFIs, a photo log to easily upload and organize pictures from the project, as well as the option to have your forms and cover pages embedded as templates.

Reduce costs

Simply by eliminating paper, shipping, and courier services, Oracle's Primavera Submittal Exchange Cloud Service can reduce costs immediately. You may see your project administration time cut by 50 percent, and you can reduce the document-based errors and delays that affect your budget and schedule. Instead of spending days or weeks compiling and copying items for closeout, a project archive can be requested and compiled in just a few easy steps and be available within 24 hours. This electronic archive will provide instant, offline access to closeout documents in a searchable format that keeps items organized as they were in your project.

Combined with the time saving benefits described above, this solution can reduce daily administrative time. Keeping these costs down will lower the total project cost to the owner and can help companies keep their bids competit

Section Number	Section Title	Upload	Submittal #	Description	Supplier or Manufacturer	Date Expected	Submittal from Subcontractor			Review by Consultant			Review by Architect			Returned to Sub					
							Date	Type	Sent to Arch.	Date	Type	Sent to Reviewed	Type	Action	Returned to GC		Type	Action	Date		
042113	Brick Masonry		042113-01-0 042113-01-1 042113-02-0 042113-03-0	Product Data Resubmittal of Product... Material Certificate. Manufacturer's Insta...		11/1/16 3/1/17 1/4/17 3/1/17	PDF PDF PDF PDF	11/2/16 3/14/17 1/5/17 3/1/17	PDF PDF PDF PDF	11/2/16 3/14/17 1/5/17 3/1/17	PDF PDF PDF PDF	11/8/16 3/15/17 1/13/17 3/15/17	PDF PDF PDF PDF	AC AC	3/28/17 3/15/17 1/13/17 3/15/17	PDF PDF PDF PDF	RR APP APP APP	4/12/17 3/20/17 3/1/17 3/20/17			
055213	Pipe Rallings		055213-01-0 055213-02-0 055213-03-0 055213-04-0	Product Data & Shop Product Data Shop Drawings Resubmittal of Product...		11/7/16 3/28/17	PDF PDF	11/8/16 12/12/16 1/3/17 3/28/17	PDF PDF PDF PDF	11/8/16 12/12/16 1/3/17 3/28/17	PDF PDF PDF PDF	11/8/16 12/12/16 1/3/17 3/28/17	PDF PDF PDF PDF	APP APP APP APP	1/5/17 1/5/17	PDF PDF	APP APP	3/1/17 3/1/17			
062023	Interior Finish Carpentry		062023-01-0 062023-02-0 062023-03-0	Product Data Product Data Shop Drawings	Universal	10/28/16 1/5/17 1/25/17	PDF PDF PDF	11/8/16 1/25/17 3/20/17	PDF PDF PDF	11/8/16 1/25/17 3/20/17	PDF PDF PDF	12/6/16 1/25/17 3/21/17	PDF PDF PDF	APP APP APP	12/7/16 3/22/17 3/22/17	PDF PDF PDF	APP APP APP	1/25/17			
064114	Plastic-Laminate-Clad Countertops		064114-01-0 064114-02-0A	Product Data Shop Drawings		3/21/17	PDF	1/25/17 4/12/17	PDF PDF	1/25/17 4/12/17	PDF PDF	4/12/17	PDF								
066600	Vinyl Handrails & Guardrails																				
072100	Thermal Insulation		072100-01-0	Product Data		11/14/16	PDF	12/6/16	PDF	12/6/16	PDF							1/13/17	PDF	APP	3/14/17
072500	Weather Barriers		072500-01-0	Product Test Reports				4/10/17	PDF	4/10/17	PDF										
073113	Asphalt Shingles																				
074600	Vinyl Siding		074600-01-0	Product Data				11/2/16	PDF	11/2/16	PDF	11/2/16	11/9/16	PDF	MCN	11/17/16	PDF	APP	3/20/17		

Figure 1. Automated workflows allow for accountability among team members by showing due dates and ball-in-court indices.

Increase accountability

Using the automated workflow allows for more accountability among the project team members. As the project leader, you can configure a workflow just for your team to streamline your review process for submittals, RFIs, change orders, and other documents. This keeps reviews, approvals, and responses on track and reduces risk generated by late or missing information. View step-by-step version history on all documentation to identify specific issues and bottlenecks. Team members receive automated email reminders and notifications when items are uploaded, completed, or about to become overdue.

Dedicated customer success team

Your project will be assigned a dedicated customer success manager (CSM) who will set up your project, make additions or changes when requested, and answer questions whenever you have them. All project team members will have access to unlimited technical support by phone and email for the life of your project. Oracle's customer success team holds weekly live online training sessions for both the design and construction teams. Additional individual training sessions with your CSM are available as needed.

Collaborative by design

All stakeholders—including architects, construction managers, general contractors, consultants, designers, engineers, and subcontractors—can be involved and have access to items they need. As the project leader, you can set the permissions and security to allow them access to only what they need.

Key benefits

- Access all of your projects from one place
 - Customize submittal logs to meet project needs
 - Keep track of required documents and when the item is due
-

Key features

- **Collaboration:** All project team members have access to their portion of the project's logs
 - **Project setup by Primavera Submittal Exchange Cloud Service:** Expected items from your specification manual or submittal register will be organized and uploaded
 - **Document management:** Manage construction submittals, RFIs, RFPs, drawings, specifications, closeouts, and more
 - **Document upload and download:** Easily upload multiple document types, including Word, PDF, Excel, CAD, and image files
 - **Archive:** HTML format archive available for download at any time for every project
-

System-wide features

- Unlimited users; no account or license fees
 - Easy for users of all skill levels
 - No software to install or needed to use
-
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Submittal #	Description	Supplier or Manufacturer	Date Expected	Date	File	Date	File	Sent to Architect/Final Reviewer	Sent to	Reviewed	File	Action	Returned To GC	File	Action	Date	File	Remarks
030500-Concrete Mix Data, Admix, CMU Block, Vapor Barrier																		
030500-001-0	Product Data			9/8/22		9/9/22		9/9/22					8/16/22		NET	12/19/22		
032100-Reinforcing Steel																		
032100-001-0	Shop Drawings	Hayden/RCC Concrete		9/7/22		9/7/22		9/7/22					9/16/22		AAN	12/19/22		
033053-Misc. Cast in Place Concrete - Footings																		
001	Shop Drawings	Heyden Supply	11/28/22	12/1/22		Send												
033053-002-0	Nix V-E Shops	Nix Construction		11/25/22		11/28/22		11/28/22					12/20/22		AAN	12/27/22		Architect/Final Reviewer: Approved as noted on attached documents
033053-003-0	Rebar Shop DWGs	Hayden		12/5/22		12/5/22		12/5/22					12/21/22		App	12/27/22		Architect/Final Reviewer: See attached for reviewed drawing,GC: Picnic Pavilion & Court SOG
033053-003-1	Resubmittal of Rebar Shop DWGs		--															
050000-Structural Steel																		
050000-001-0	Shop Drawings	AMI		9/23/22		9/23/22		9/23/22					10/5/22		AAN	10/5/22		
055220-Cable Rail																		
	Product Data			1/13/23														
	Quality Assurance/ Control Submittals			1/13/23														
	Samples			1/13/23														
	Shop Drawings			1/13/23														
061000-Rough Carpentry																		
	Evaluation Reports			1/9/23														
	Material Certificates			1/9/23														
	Product Data			1/9/23														
061600-Sheathing																		
	Evaluation Reports			1/9/23														
	Product Data			1/9/23														
061700-Structural Wood - Glulam & Solid Timber																		
061700-001-0	Shop Drawings	DaFor Heavy Timber Fabricators		6/8/22		7/21/22		7/21/22		8/1/22		App	8/1/22			8/2/22		Architect/Final Reviewer: See Consultant Review
	Product Data			1/9/23														
072100-Thermal Insulation																		
072100-001-0	Product Data	Atlantic Sprayfoam		12/2/22		12/2/22		12/2/22	12/2/22	12/9/22		App	12/9/22			12/12/22		Architect/Final Reviewer: See Consultant Review
072119-Foamed-in-Place Insulation																		
072119-001-0	Product Data & Product Test Reports & Research Reports					12/2/22		12/2/22	12/2/22	12/9/22		App	12/9/22			12/12/22		Architect/Final Reviewer: See Consultant Review
072500-Weather Barriers																		
	Evaluation Reports			1/9/23														
	Product Data			1/9/23														
074113.16-Standing-Seam Metal Roof Panels																		
074113.16-001-0	Product Data & Product Test Reports & Sample of Special Warranties & Shop Drawings	Sentriguard/Keystone		12/19/22		12/19/22		12/19/22	12/19/22	1/3/23		App	1/3/23			1/11/23		Architect/Final Reviewer: See Consultant Review,GC: per VE Approved Credit for .032 Aluminum Metal Roofing Panels

Southside Park Phase 1 - Playground Area Improvements

Bid Form

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A	Site Preparation and Demolition				
A.1	Site Mobilization	1	LS	\$12,162.15	\$12,162.15
A.2	Bonds & Insurance	1	LS	\$32,837.80	\$32,837.80
A.3	Construction Staking	1	LS	\$4,256.75	\$4,256.75
A.4	Traffic Control	1	LS	\$1,216.21	\$1,216.21
A.5	Asbuilt Construction Plans	1	LS	\$4,864.86	\$4,864.86
A.6	Selective Clearing & Grubbing	28,000	SF	\$1.52	\$42,567.51
A.7	Removal & Disposal - Asphalt and Curb	19,000	SF	\$2.43	\$46,216.16
A.8	Removal & Disposal - Gravel Paths	13,300	SF	\$2.13	\$28,307.40
B	Site Paving				
B.1	18" Curb & Gutter	1,400	LF	\$30.41	\$42,567.51
B.2	Flush Ribbon Curb	550	LF	\$30.41	\$16,722.95
B.3	Light Duty Asphalt with Base (2" Asphalt w/ 6" Base)	1,300	SY	\$62.76	\$81,583.68
B.4	Road Patch for Utilities	2,000	SF	\$7.56	\$15,129.71
B.5	Pervious Pavement (15" 57 Stone)	800	SY	\$164.19	\$131,351.19
B.6	Decorative vehicular concrete pavers	660	SF	\$52.30	\$34,516.17
B.7	Soft paving with steel edge	11,000	SF	\$7.91	\$86,959.35
B.8	Soft paving (no edge restraint)	550	SF	\$7.30	\$4,013.51
B.9	A.D.A. Detectable Warnings Pavers	200	SF	\$36.49	\$7,297.29
B.10	Concrete Sidewalks (4" Thk)	17,500	SF	\$10.95	\$191,553.81
B.11	Concrete Sidewalks (6" Thk)	2,400	SF	\$10.95	\$26,270.24
B.12	Concrete ADA Parking	450	SF	\$18.24	\$8,209.45
B.13	Wheel Stop	47	EA	\$152.03	\$7,145.26
B.14	Bollards (standard)	8	EA	\$668.92	\$5,351.34
B.15	Bollards (removable)	2	EA	\$1,216.21	\$2,432.43
C	Site Furnishings				
C.1	Decorative Park Entry Gate and Columns (vehicular)	1	LS	\$53,270.20	\$53,270.20
C.2	Benches (owner furnished; contractor installed)	11	EA	\$207.06	\$2,277.67
C.3	Trash Receptacle (owner furnished; contractor installed)	3	EA	\$207.06	\$621.18
C.4	Swing Bench and trellis	4	EA	\$19,717.88	\$78,871.52
C.5	Picnic Table (standard rectangular)	5	EA	\$2,250.00	\$11,249.99
C.6	Picnic Table (ADA rectangular)	1	EA	\$2,432.43	\$2,432.43
C.7	Picnic Table (standard square)	3	EA	\$3,040.54	\$9,121.61
C.8	Picnic Table (ADA square)	1	EA	\$3,040.54	\$3,040.54
C.9	Drinking Fountain with bottle filler (MDF)	1	EA	\$10,337.82	\$10,337.82
C.10	Hose Bibb (MDF)	5	EA	\$3,040.54	\$15,202.68
C.11	Bike rack	3	EA	\$668.92	\$2,006.75
C.12	Surface Preparation for Omnia Installation of playground equipment and safety surfacing.	1	LS	\$9,608.10	\$9,608.10
C.13	Decorative brick wall (3' HT.)	90	LF	\$409.86	\$36,887.79
C.14	Decorative brick columns	15	EA	\$2,706.08	\$40,591.17
C.15	Decorative metal playground enclosure fencing	580	LF	\$259.05	\$150,251.16
C.16	Decorative metal playground gate (Single)	1	EA	\$4,682.43	\$4,682.43
C.17	Decorative metal playground gate (Double)	2	EA	\$9,121.61	\$18,243.22
C.18	Park Entry ID Signage	1	LS	\$22,499.97	\$22,499.97
C.19	Park Entry Gate Signage (hours, exit stop sign, etc.)	1	LS	\$3,040.54	\$3,040.54

C.20	Playground Rules Signage	3	EA	\$1,520.27	\$4,560.81
C.21	Pavilion ID signage	1	EA	\$912.16	\$912.16
C.22	Pavement Markings	1	LS	\$3,648.64	\$3,648.64
C.23	A.D.A. Striping and Signage	1	LS	\$2,432.43	\$2,432.43
D	Site Grading				
D.1	Rough Grading (Cut)	360	CY	\$14.59	\$5,254.05
D.2	Fine Grading	14,000	SY	\$11.25	\$157,499.80
D.3	Select Fill	5,400	CY	\$42.57	\$229,864.58
E	Site Drainage				
E.1	18" HP Storm	400	LF	\$121.62	\$48,648.59
E.2	24" HP Storm	150	LF	\$164.19	\$24,628.35
E.3	30" HP Storm	80	LF	\$225.00	\$17,999.98
E.4	36" HP Storm	180	LF	\$237.16	\$42,689.14
E.5	Outlet Control Structure	1	EA	\$14,594.58	\$14,594.58
E.6	Grate Inlet	6	EA	\$7,540.53	\$45,243.19
E.7	Bioretention Cell Media	2,000	CY	\$103.38	\$206,756.50
E.8	6" Bioretention Underdrain	1,100	LF	\$36.49	\$40,135.09
E.9	4" Underdrain	600	LF	\$31.62	\$18,972.95
E.10	6" Roofdrain	150	LF	\$36.49	\$5,472.97
E.11	8" ADS N-12 pipe	70	LF	\$36.49	\$2,554.05
E.12	10" ADS N-12 pipe	85	LF	\$48.65	\$4,135.13
E.13	NDS Junction Box	1	EA	\$2,918.92	\$2,918.92
E.14	NDS Yard Inlet	2	EA	\$2,918.92	\$5,837.83
F	Utilities - Sewer				
F.1	Conflict Box	±	EA	\$0.00	\$0.00
F.2	Sanitary Sewer Cleanout	10	EA	\$1,945.94	\$19,459.44
F.3	6" PVC Sewer Pipe	472	LF	\$60.81	\$28,702.67
F.4	Sewer Service Tie-in	1	EA	\$6,810.80	\$6,810.80
G	Utilities - Water				
G.1	Irrigation System	1	LS	\$109,459.32	\$109,459.32
G.2	1.5" PVC Irrigation Service with associated fittings	800	LF	\$3.04	\$2,432.43
G.3	2" PVC Water Service with associated fittings	400	LF	\$30.41	\$12,162.15
G.4	6" PVC Fire Hydrant Service with associated fittings	50	LF	\$184.88	\$9,243.84
G.5	Water Service Tap Connection	1	EA	\$2,554.05	\$2,554.05
G.6	Gate Valve	4	EA	\$3,283.78	\$13,135.12
G.7	Backflow Preventor	2	EA	\$5,959.45	\$11,918.90
G.8	Water Meter Box	2	EA	\$1,687.50	\$3,375.00
G.9	Fire Hydrant Assembly	1	EA	\$10,599.31	\$10,599.31
H	Erosion Control				
H.1	Silt Fence	5,000	LF	\$3.95	\$19,763.49
H.2	Tree Protection	2,800	LF	\$3.95	\$11,067.55
H.3	Inlet Protection Type A	7	EA	\$273.65	\$1,915.54
H.4	Inlet Protection Type D	7	EA	\$273.65	\$1,915.54
H.5	Inlet Protection Type E	4	EA	\$182.43	\$729.73
H.6	Construction Entrance	1	EA	\$4,256.75	\$4,256.75
H.7	Portable Toilet	1	EA	\$1,216.21	\$1,216.21
H.8	Concrete Washout	1	EA	\$1,216.21	\$1,216.21
H.9	Sediment Dike	1	EA	\$304.05	\$304.05
H.10	Check Dam	1	EA	\$304.05	\$304.05
H.11	Rip Rap Outlet Protection	6	EA	\$1,824.32	\$10,945.93
H.12	Erosion Control Maintenance	1	LS	\$1,216.21	\$1,216.21
I	Utility - Site Electric				
I.1	Light poles, anchor base, aluminum, 14' high, excl concrete base	17	EA	\$8,489.18	\$144,316.04
I.2	Photoelectric control	1	EA	\$4,086.48	\$4,086.48
I.3	Post luminaire, exterior, lantern	17	EA	\$1,013.11	\$17,222.82

I.4	Conduit, 2" diameter, in trench, includes terminations and fittings	3,300	LF	\$21.28	\$70,236.40
I.5	2" Electrical Conduit - Security Camera and Gate	1,200	LF	\$20.07	\$24,081.05
I.6	2" Fiberoptic Conduit - Security Camera and Gate	1,200	LF	\$8.57	\$10,289.18
I.7	Hand Holes 12" x 18" - Security Camera and Gate	6	EA	\$364.86	\$2,189.19
I.8	Excavating, chain trencher, utility trench, common earth, 40 H.P., 12" wide, 36" deep	3,300	LF	\$9.12	\$30,101.31
I.9	Wire, copper, #8, type THWN-THHN, in raceway	32	CLF	\$1.52	\$48.65
I.10	Wire, copper, #4, type THWN-THHN, in raceway	64	CLF	\$4.74	\$303.57
I.11	Receptacle, GFI 30 Amp	2	EA	\$1,945.94	\$3,891.89
I.12	Receptacle, GFI, 15 Amp, incl box & cover	4	EA	\$608.11	\$2,432.43
I.13	Circuit breaker, 2 pole, 15 to 60 amp	5	EA	\$608.11	\$3,040.54
I.14	Landscape fixtures, low voltag, recessed uplight, incl conduit, wire, trench	2	EA	\$3,952.70	\$7,905.40
I.15	Light Pole Concrete Base	17	EA	\$972.97	\$16,540.52
J	Landscaping				
J.1	Palm Trees - SABP	24	EA	\$720.02	\$17,280.56
J.2	Palm Trees - WARO	4	EA	\$1,139.90	\$4,559.59
J.3	Canopy Trees - BETN	10	EA	\$419.95	\$4,199.47
J.4	Canopy Trees - PITA	8	EA	\$232.88	\$1,863.05
J.5	Canopy Trees - QOUN	6	EA	\$489.88	\$2,939.27
J.6	Canopy Trees - QUPH	5	EA	\$403.86	\$2,019.28
J.7	Canopy Trees - QUVI	22	EA	\$489.88	\$10,777.34
J.8	Canopy Trees - TADI	17	EA	\$489.88	\$8,327.95
J.9	Canopy Trees - ULDR	11	EA	\$532.88	\$5,861.73
J.10	Understory Trees - CECR	4	EA	\$455.47	\$1,821.89
J.11	Understory Trees - ILEA	6	EA	\$505.96	\$3,035.74
J.12	Understory Trees - LAMO	10	EA	\$376.94	\$3,769.41
J.13	Understory Trees - LANA	6	EA	\$376.94	\$2,261.65
J.14	Shrubs - ALO XUP	4	EA	\$91.05	\$364.18
J.15	Shrubs - CLAL	81	EA	\$35.81	\$2,900.23
J.16	Shrubs - DIVJ	30	EA	\$48.96	\$1,468.94
J.17	Shrubs - ILFL	10	EA	\$91.05	\$910.46
J.18	Shrubs - ILLFS	6	EA	\$102.56	\$615.38
J.19	Shrubs - LOCP	23	EA	\$91.05	\$2,094.05
J.20	Shrubs - MYCE	15	EA	\$69.65	\$1,044.79
J.21	Shrubs - PODO	57	EA	\$69.65	\$3,970.20
J.22	Shrubs - SECI	83	EA	\$97.63	\$8,102.92
J.23	Shrubs - VIAC	15	EA	\$91.05	\$1,365.69
J.24	Shrubs - VISU	38	EA	\$69.65	\$2,646.80
J.25	Shrubs - VITI	62	EA	\$86.11	\$5,338.70
J.26	Ground Covers - ANN	189	EA	\$14.59	\$2,758.37
J.27	Ground Covers - CAMI	214	EA	\$22.52	\$4,820.20
J.28	Ground Covers - PLUM	93	EA	\$19.24	\$1,789.37
J.29	Ground Covers - DIVA	37	EA	\$13.06	\$483.30
J.30	Ground Covers - DIVE	72	EA	\$13.06	\$940.47
J.31	Ground Covers - HYLI	51	EA	\$22.52	\$1,148.74
J.32	Ground Covers - JUCO	250	EA	\$14.30	\$3,575.67
J.33	Ground Covers - LAHY	29	EA	\$13.89	\$402.79
J.34	Ground Covers - LOMK2	296	EA	\$25.82	\$7,642.79
J.35	Ground Covers - LOMK	52	EA	\$25.82	\$1,342.65
J.36	Ground Covers - MUCA	693	EA	\$13.06	\$9,052.07
J.37	Ground Covers - MUCA2	671	EA	\$13.06	\$8,764.70
J.38	Ground Covers - PANV	377	EA	\$22.52	\$8,491.66
J.39	Ground Covers - PANE	32	EA	\$22.52	\$720.78
J.40	Ground Covers - PAVN	71	EA	\$22.52	\$1,599.23
J.41	Ground Covers - RUFU	114	EA	\$19.24	\$2,193.42
J.42	Ground Covers - SPAL	86	EA	\$19.24	\$1,654.68

J.43	Ground Covers - SPAB2	382	EA	\$13.06	\$4,989.74
J.44	Ground Covers - SPBA	50	EA	\$13.06	\$653.11
J.45	Ground Covers - TRAS	353	EA	\$9.05	\$3,194.17
J.46	Mulch - HWMULCH	20,788	SF	\$1.05	\$21,743.10
J.47	Mulch - MLCH	2,197	SF	\$0.39	\$855.05
J.48	Turf - CYDA	117,193	SF	\$0.26	\$29,931.69
J.49	Turf - CYCE	13,061	SF	\$1.25	\$16,361.53
K	Pavilion				
K.1	Pavilion with unconditioned restrooms and storage	1	LS	\$532,438.12	\$532,438.12
K.2	Mini-Split HVAC - For Electrical Closet	1	LS	\$4,864.86	\$4,864.86
L	Allowances				
L.1	Arborist Allowance	1	LS	\$7,500.00	\$7,500.00
	Total Project Price (Items A-L, Inclusive)			\$3,593,370.50	

Southside Park Phase 1 - Playground Area Improvements

Bid Form - Revised w/ VE Items (12/29/2023)

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A	Site Preparation and Demolition				
A.1	Site Mobilization	1	LS	\$12,162.15	\$12,162.15
A.2	Bonds & Insurance	1	LS	\$32,837.81	\$32,837.81
A.3	Construction Staking	1	LS	\$4,256.75	\$4,256.75
A.4	Traffic Control	1	LS	\$1,216.22	\$1,216.22
A.5	Asbuilt Construction Plans	1	LS	\$4,864.86	\$4,864.86
A.6	Selective Clearing & Grubbing	28,000	SF	\$1.52	\$42,567.53
A.7	Removal & Disposal - Asphalt/Curb (No Stone)	19,000	SF	\$2.07	\$39,283.74
A.8	Removal & Disposal - Gravel Paths	13,300	SF	\$1.64	\$21,837.14
B	Site Paving				
B.1	18" Curb & Gutter	1,400	LF	\$30.41	\$42,567.53
B.2	Flush Ribbon Curb	550	LF	\$30.41	\$16,722.96
B.3	Light Duty Asphalt with Base (2" Asphalt w/ 6" Base)	1,300	SY	\$62.76	\$81,583.70
B.4	Road Patch for Utilities	2,000	SF	\$7.56	\$15,129.71
B.5	Pervious Pavement (8" vs 15" 57 Stone)	800	SY	\$74.20	\$59,360.00
B.6	6" Concrete vs Decorative vehicular Pavers	660	SF	\$13.50	\$8,909.99
B.7	Soft paving with steel edge	11,000	SF	\$7.91	\$86,959.37
B.8	Soft paving (no edge restraint)	550	SF	\$7.30	\$4,013.51
B.9	A.D.A. Detectable Warnings Pavers	200	SF	\$36.49	\$7,297.29
B.10	Concrete Sidewalks (4" Thk)	17,500	SF	\$10.95	\$191,553.86
B.11	Concrete Sidewalks (6" Thk)	2,400	SF	\$10.95	\$26,270.24
B.12	Concrete ADA Parking	450	SF	\$18.24	\$8,209.45
B.13	Wheel Stop	47	EA	\$152.03	\$7,145.26
B.14	Bollards (standard)	8	EA	\$668.92	\$5,351.35
B.15	Bollards (removable)	2	EA	\$1,216.22	\$2,432.43
C	Site Furnishings				
C.1	Decorative Park Entry Gate and Columns (vehicular)	1	LS	\$53,270.22	\$53,270.22
C.2	Benches (owner furnished; contractor installed)	11	EA	\$207.06	\$2,277.67
C.3	Trash Receptacle (owner furnished; contractor installed)	3	EA	\$207.06	\$621.18
C.4	Swing Bench and trellis	4	EA	\$19,717.89	\$78,871.54
C.5	Picnic Table (standard rectangular)	5	EA	\$2,250.00	\$11,249.99
C.6	Picnic Table (ADA rectangular)	1	EA	\$2,432.43	\$2,432.43
C.7	Picnic Table (standard square)	3	EA	\$3,040.54	\$9,121.61
C.8	Picnic Table (ADA square)	1	EA	\$3,040.54	\$3,040.54
C.9	Drinking Fountain with bottle filler (MDF)	1	EA	\$10,337.83	\$10,337.83
C.10	Hose Bibb (MDF)	5	EA	\$3,040.54	\$15,202.69
C.11	Bike rack	3	EA	\$668.92	\$2,006.75
C.12	Surface Preparation for Omnia Installation of playground equipment and safety surfacing.	1	LS	\$9,608.10	\$9,608.10
C.13	Decorative brick wall (3' HT.)	90	LF	\$409.86	\$36,887.80
C.14	Decorative brick columns	15	EA	\$2,706.08	\$40,591.18
C.15	Playground fencing - Stock vs Custom (See attachment)	580	LF	\$121.62	\$70,540.47
C.16	Decorative metal playground gate (Single)	1	EA	\$4,682.43	\$4,682.43
C.17	Decorative metal playground gate (Double)	2	EA	\$9,121.61	\$18,243.23
C.18	Park Entry ID Signage	1	LS	\$22,499.98	\$22,499.98
C.19	Park Entry Gate Signage (hours, exit stop sign, etc.)	1	LS	\$3,040.54	\$3,040.54

C.20	Playground Rules Signage	3	EA	\$1,520.27	\$4,560.81
C.21	Pavilion ID signage	1	EA	\$912.16	\$912.16
C.22	Pavement Markings	1	LS	\$3,648.65	\$3,648.65
C.23	A.D.A. Striping and Signage	1	LS	\$2,432.43	\$2,432.43
D	Site Grading				
D.1	Rough Grading (Cut)	360	CY	\$14.59	\$5,254.05
D.2	Fine Grading	14,000	SY	\$11.25	\$157,499.84
D.3	Select Fill	5,400	CY	\$42.57	\$229,864.64
E	Site Drainage				
E.1	18" HP Storm - SCDOT Standards	408	LF	\$121.62	\$49,621.57
E.2	24" HP Storm - SCDOT Standards	73	LF	\$164.19	\$11,985.80
E.2A	24" HP Storm - NON SCDOT Standards	64	LF	\$133.78	\$8,562.15
E.3	30" HP Storm - NON SCDOT Standards	80	LF	\$194.59	\$15,567.55
E.4	36" HP Storm - NON SCDOT Standards	184	LF	\$206.76	\$38,043.21
E.5	Outlet Control Structure	1	EA	\$14,594.58	\$14,594.58
E.6	Grate Inlet	6	EA	\$7,540.53	\$45,243.20
E.7	Bioretention Cell Media	2,000	CY	\$103.38	\$206,756.55
E.8	6" Bioretention Underdrain	1,100	LF	\$36.49	\$40,135.10
E.9	4" Underdrain	600	LF	\$31.62	\$18,972.95
E.10	6" Roofdrain	150	LF	\$36.49	\$5,472.97
E.11	8" ADS N-12 pipe	70	LF	\$36.49	\$2,554.05
E.12	10" ADS N-12 pipe	85	LF	\$48.65	\$4,135.13
E.13	NDS Junction Box	1	EA	\$2,918.92	\$2,918.92
E.14	NDS Yard Inlet	2	EA	\$2,918.92	\$5,837.83
F	Utilities - Sewer				
F.1	Conflict Box	±	EA	\$0.00	\$0.00
F.2	Sanitary Sewer Cleanout	10	EA	\$1,945.94	\$19,459.44
F.3	6" PVC Sewer Pipe	472	LF	\$60.81	\$28,702.67
F.4	Sewer Service Tie-in	1	EA	\$6,810.80	\$6,810.80
G	Utilities - Water				
G.1	Irrigation System	1	LS	\$109,459.35	\$109,459.35
G.2	1.5" PVC Irrigation Service with associated fittings	800	LF	\$3.04	\$2,432.43
G.3	2" PVC Water Service with associated fittings	400	LF	\$30.41	\$12,162.15
G.4	6" PVC Fire Hydrant Service with associated fittings	50	LF	\$184.88	\$9,243.84
G.5	Water Service Tap Connection	1	EA	\$2,554.05	\$2,554.05
G.6	Gate Valve	4	EA	\$3,283.78	\$13,135.12
G.7	Backflow Preventor	2	EA	\$5,959.45	\$11,918.91
G.8	Water Meter Box	2	EA	\$1,687.50	\$3,375.00
G.9	Fire Hydrant Assembly	1	EA	\$10,599.31	\$10,599.31
H	Erosion Control				
H.1	Silt Fence	5,000	LF	\$3.95	\$19,763.49
H.2	Tree Protection	2,800	LF	\$3.95	\$11,067.56
H.3	Inlet Protection Type A	7	EA	\$273.65	\$1,915.54
H.4	Inlet Protection Type D	7	EA	\$273.65	\$1,915.54
H.5	Inlet Protection Type E	4	EA	\$182.43	\$729.73
H.6	Construction Entrance	1	EA	\$4,256.75	\$4,256.75
H.7	Portable Toilet	1	EA	\$1,216.22	\$1,216.22
H.8	Concrete Washout	1	EA	\$1,216.22	\$1,216.22
H.9	Sediment Dike	1	EA	\$304.05	\$304.05
H.10	Check Dam	1	EA	\$304.05	\$304.05
H.11	Rip Rap Outlet Protection	6	EA	\$1,824.32	\$10,945.94
H.12	Erosion Control Maintenance	1	LS	\$1,216.22	\$1,216.22
I	Utility - Site Electric				
I.1	Light poles, anchor base, aluminum, 14' high, excl concrete base	13	EA	\$8,489.18	\$110,359.35
I.2	Photoelectric control	1	EA	\$4,086.48	\$4,086.48
I.3	Post luminaire, exterior, lantern	13	EA	\$1,013.11	\$13,170.39

I.4	Conduit, 2" diameter, in trench, includes terminations and fittings	3,300	LF	\$21.28	\$70,236.42
I.5	2" Electrical Conduit - Security Camera and Gate	1,200	LF	\$20.07	\$24,081.06
I.6	2" Fiberoptic Conduit - Security Camera and Gate	1,200	LF	\$8.57	\$10,289.18
I.7	Hand Holes 12" x 18" - Security Camera and Gate	6	EA	\$364.86	\$2,189.19
I.8	Excavating, chain trencher, utility trench, common earth, 40 H.P., 12" wide, 36" deep	3,300	LF	\$9.12	\$30,101.32
I.9	Wire, copper, #8, type THWN-THHN, in raceway	32	CLF	\$133.78	\$4,281.08
I.10	Wire, copper, #4, type THWN-THHN, in raceway	64	CLF	\$207.97	\$13,310.26
I.11	Receptacle, GFI 30 Amp	2	EA	\$1,945.94	\$3,891.89
I.12	Receptacle, GFI, 15 Amp, incl box & cover	4	EA	\$608.11	\$2,432.43
I.13	Circuit breaker, 2 pole, 15 to 60 amp	5	EA	\$608.11	\$3,040.54
I.14	Landscape fixtures, low voltag, recessed uplight, incl conduit, wire, trench	2	EA	\$3,952.70	\$7,905.40
I.15	Light Pole Concrete Base	13	EA	\$972.97	\$12,648.64
J	Landscaping				
J.1	Palm Trees - SABP	24	EA	\$720.02	\$17,280.57
J.2	Palm Trees - WARO	4	EA	\$1,139.90	\$4,559.59
J.3	Canopy Trees - BETN	10	EA	\$419.95	\$4,199.47
J.4	Canopy Trees - PITA	8	EA	\$232.88	\$1,863.05
J.5	Canopy Trees - QOUN	6	EA	\$489.88	\$2,939.28
J.6	Canopy Trees - QUPH	5	EA	\$403.86	\$2,019.28
J.7	Canopy Trees - QUVI	22	EA	\$489.88	\$10,777.34
J.8	Canopy Trees - TADI	17	EA	\$489.88	\$8,327.95
J.9	Canopy Trees - ULDR	11	EA	\$532.88	\$5,861.73
J.10	Understory Trees - CECR	4	EA	\$455.47	\$1,821.89
J.11	Understory Trees - ILEA	6	EA	\$505.96	\$3,035.75
J.12	Understory Trees - LAMO	10	EA	\$376.94	\$3,769.42
J.13	Understory Trees - LANA	6	EA	\$376.94	\$2,261.65
J.14	Shrubs - ALO XUP	4	EA	\$91.05	\$364.18
J.15	Shrubs - CLAL	81	EA	\$35.81	\$2,900.23
J.16	Shrubs - DIVJ	30	EA	\$48.96	\$1,468.94
J.17	Shrubs - ILFL	10	EA	\$91.05	\$910.46
J.18	Shrubs - ILLFS	6	EA	\$102.56	\$615.38
J.19	Shrubs - LOCP	23	EA	\$91.05	\$2,094.05
J.20	Shrubs - MYCE	15	EA	\$69.65	\$1,044.79
J.21	Shrubs - PODO	57	EA	\$69.65	\$3,970.20
J.22	Shrubs - SECI	83	EA	\$97.63	\$8,102.92
J.23	Shrubs - VIAC	15	EA	\$91.05	\$1,365.69
J.24	Shrubs - VISU	38	EA	\$69.65	\$2,646.80
J.25	Shrubs - VITI	62	EA	\$86.11	\$5,338.70
J.26	Ground Covers - ANN	189	EA	\$14.59	\$2,758.38
J.27	Ground Covers - CAMI	214	EA	\$22.52	\$4,820.20
J.28	Ground Covers - PLUM	93	EA	\$19.24	\$1,789.37
J.29	Ground Covers - DIVA	37	EA	\$13.06	\$483.30
J.30	Ground Covers - DIVE	72	EA	\$13.06	\$940.47
J.31	Ground Covers - HYLI	51	EA	\$22.52	\$1,148.74
J.32	Ground Covers - JUCO	250	EA	\$14.30	\$3,575.67
J.33	Ground Covers - LAHY	29	EA	\$13.89	\$402.79
J.34	Ground Covers - LOMK2	296	EA	\$25.82	\$7,642.79
J.35	Ground Covers - LOMK	52	EA	\$25.82	\$1,342.65
J.36	Ground Covers - MUCA	693	EA	\$13.06	\$9,052.07
J.37	Ground Covers - MUCA2	671	EA	\$13.06	\$8,764.70
J.38	Ground Covers - PANV	377	EA	\$22.52	\$8,491.66
J.39	Ground Covers - PANE	32	EA	\$22.52	\$720.78
J.40	Ground Covers - PAVN	71	EA	\$22.52	\$1,599.23
J.41	Ground Covers - RUFU	114	EA	\$19.24	\$2,193.42
J.42	Ground Covers - SPAL	86	EA	\$19.24	\$1,654.68

J.43	Ground Covers - SPAB2	382	EA	\$13.06	\$4,989.74
J.44	Ground Covers - SPBA	50	EA	\$13.06	\$653.11
J.45	Ground Covers - TRAS	353	EA	\$9.05	\$3,194.17
J.46	Mulch - HWMULCH	20,788	SF	\$1.05	\$21,743.10
J.47	Mulch - MLCH	2,197	SF	\$0.39	\$855.05
J.48	Turf - CYDA	117,193	SF	\$0.26	\$29,931.70
J.49	Turf - CYCE	13,061	SF	\$1.25	\$16,361.53
K	Pavilion				
K.1	Pavilion with unconditioned restrooms and storage	1	LS	\$532,438.25	\$532,438.25
K.2	Mini-Split HVAC - (-\$2,400 for Wall Mount)	1	LS	\$2,464.00	\$2,464.00
L	Allowances				
L.1	Arborist Allowance	1	LS	\$7,500.00	\$7,500.00
M	ADDITIONAL VE OPTIONS				
M.1	Change Sabel Palms to Hurricane Cut	24	EA	\$145.00	-\$3,480.00
M.2	Change Diamond Loropetalum from 7gal to 3 gal	23	EA	\$30.00	-\$690.00
M.3	Pringles Podocarpus from 7gal to 3 gal	57	EA	\$23.00	-\$1,311.00
M.4	Silver Sav Palm from 7gal to 3-gal	83	EA	\$0.00	\$0.00
M.5	Eliminate Hardwood Mulch and replace with Pinestraw	20788	SF	\$0.00	\$0.00
M.6	Use irrigation product substitution & industry std install	1	LS		-\$7,100.00
M.7	Use 4" x 3/16" edging in lieu of 5" x 1/4" as spec'd	1	LS		-\$5,735.00
M.8	Use standard vehicular rated fabric under Soft Pave	1	LS		-\$3,100.00
	Total Project Price (Items A-M, Inclusive)				\$3,343,995.98
	Original Submitted Bid				\$3,593,370.50
	Value Engineered Savings				\$249,374.52