

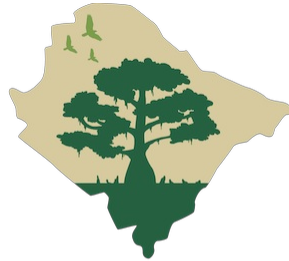
**BERKELEY COUNTY GOVERNMENT**  
**COMMITTEE ON FINANCE AGENDA**  
**APRIL 25, 2022**

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**County Administration Building**  
**1003 Highway 52, Moncks Corner, SC 29461**

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**6:03 PM**



**BERKELEY**  
— COUNTY —  
SOUTH CAROLINA

**Chairman**

Joshua Whitley

**Committee Member**

Dan Owens

**Committee Member**

Brandon Cox

**Committee Member**

Steve Davis

**Committee Member**

Phillip Obie

**Committee Member**

Jack Schurlknight

**Committee Member**

Caldwell Pinckney

**Committee Member**

Tommy Newell

**Ex-officio**

Johnny Cribb

*In accordance with the Freedom of Information Act, the electronic and print media were duly notified.*

## ELECTRONIC PARTICIPATION AUTHORIZED

### 1. CALL TO ORDER

### 2. APPROVAL OF MINUTES

- 2.a Committee on Finance - Minutes from March 28, 2022  
[2022\\_0328\\_F.docx](#)

### 3. PRESENTATION

- 3.a FY2022 3rd Quarter Financial Report  
(*D. Allen Milburn, CFO and Wendy Weaver, BCWS Accounting Manager*)  
[FY22 3rd Quarter Financial Review 04.25.2022.pdf](#)

### 4. AGENDA ITEMS

- 4.a Berkeley County Radio Purchase  
(*David Kornahrens, Chief Information Officer*)  
[Berkeley BCSO Minus TDMA.xlsx](#)  
[Berkeley Fire Minus TDMA.xlsx](#)  
[Berkeley EMS Minus TDMA.xlsx](#)
- 4.b Jail Engineering Contract  
(*Mr. Randy Demory, Detention Center Administrator, and Mr. David Kornahrens, Chief Information Officer*)  
[Berkeley Jail 2022.01.13 Contract Amendment Request.pdf](#)  
[Berkeley 20220301 Program and Concept Design.pdf](#)  
[Berkeley Proposed Budget and Schedule 20220114.pdf](#)
- 4.c Nesbitt House Renovation(s)  
(*Brian Rheault - Construction Project Manager*)  
[Bid Tab.pdf](#)
- 4.d Magistrate Position Upgrade from Part-Time to Full-Time

### 5. CONSIDERATION PRIOR TO FIRST READING

- 5.a  
**BILL NO. 22-23, AN ORDINANCE PROVIDING APPROPRIATIONS FOR THE FISCAL YEAR 2022-2023 BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 FOR BERKELEY COUNTY; TO PROVIDE FOR LEVY OF TAXES ON ALL TAXABLE PROPERTY IN BERKELEY COUNTY FOR ALL COUNTY PURPOSES; TO PROVIDE FOR THE EXPENDITURES OF SAID TAXES AND OTHER REVENUES COMING INTO THE COUNTY FOR THE FISCAL YEAR.**
- 5.b  
**BILL NO. 22-24, AN ORDINANCE PROVIDING FOR THE ADOPTION OF FISCAL YEAR 2022-2023 (BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023)**

**BUDGETS FOR BERKELEY COUNTY WATER AND SANITATION SEWER AND WATER AND SOLID WASTE FUND; ESTABLISHING OPERATIONAL, DEBT SERVICE, AND CAPITAL IMPROVEMENT BUDGETS FOR WATER AND SEWER AND SOLID WASTE DIVISIONS; AND TO PROVIDE FOR THE EXPENDITURES OF REVENUES COMING INTO BERKELEY COUNTY WATER AND SANITATION SEWER AND WATER AND SOLID WASTE DIVISIONS DURING THE FISCAL YEAR, AND TO AMEND THE CODE OF ORDINANCES, BERKELEY COUNTY, SOUTH CAROLINA, SETTING RATES, CHARGES AND PENALTIES FOR WATER AND SEWER AND SOLID WASTE SERVICE BY BERKELEY COUNTY WATER AND SANITATION.**

5.c

**BILL NO, 22-25, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE DEVON FOREST SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE DEVON FOREST SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

5.d

**BILL NO. 22-26, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 FOR THE PIMLICO SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE PIMLICO SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

5.e

**BILL NO. 22-27, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023 FOR THE SANGAREE SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE SANGAREE SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

5.f

**BILL NO. 22-28, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE OPERATIONAL BUDGET OF THE BERKELEY COUNTY SPECIAL FIRE TAX DISTRICT WITHIN THE UNINCORPORATED PORTIONS OF BERKELEY COUNTY; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE SPECIAL FIRE TAX DISTRICT DURING THE FISCAL YEAR.**

5.g

**BILL NO. 22-29, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE TALL PINES SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE TALL PINES SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

5.h **BILL NO. 22-30, AN ORDINANCE TO PROVIDE A SPECIAL SOURCE REVENUE CREDIT AGREEMENT FOR PROJECT WOOD AND OTHER MATTERS RELATING THERETO.**

*(Ms. Kristen Lanier, Economic Development Director)*

6. **REVIEW PRIOR TO SECOND READING**

6.a

**BILL NO. 22-19, AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG BERKELEY COUNTY, SOUTH CAROLINA, SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE OPERATING COMPANY, AND SCG 7413 MAGI RD., L.P., A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE REAL PROPERTY OWNER (AS SUCCESSOR IN INTEREST TO WEST-SIGNAL INDUSTRIAL PROPERTY D, LLC), TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO. 3/28/2022 - Committee on Finance - Recommendation of Approval; 3/28/2022 - Regular Council - Referred**

[Ordinance - First Amendment to FILOT Agreement - Berkeley County \(Project Blue\).docx](#)

[First Amendment to FILOT Agreement - Berkeley County \(Project Blue\).docx](#)

7. **REVIEW PRIOR TO THIRD READING**

7.a

**BILL NO. 21-80, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN BERKELEY COUNTY AND COOPER RIVER PARTNERS, LLC DBA BUSHY PARK, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT LONGLEAF (THE "COMPANY") WHEREBY BERKELEY COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO. HISTORY: 11/22/21 Committee on Finance - Recommendation of DENIAL; 11/22/21 County Council - No Action/Denied in Committee; 12/13/21 Committee on Finance - TABLED; 12/13/21 County Council - Tabled in Committee; 1/24/2022 - Committee on Finance - Recommendation of Approval; 1/24/2022 - Regular Council - Referred; 2/28/2022 - Deferred by Applicant; 3/28/2022 - Committee on Finance - Recommendation Approval; 3/28/2022 - Regular Council - Approved and Referred**

[FILOT Ordinance - Berkeley County \(Project Longleaf\).docx](#)

[FILOT Agreement - Berkeley County \(Project Longleaf\).docx](#)

8. **ADJOURNMENT**

*Amanda D. Turner*

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Amanda D. Turner, Clerk To Council



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** Committee on Finance - Minutes from March 28, 2022

**Prepared By:** Shelley Forest, County Council

**Date:** April 25, 2022

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**Attachment(s):**  
[2022\\_0328\\_F.docx](#)

**COMMITTEE ON FINANCE**  
**(Standing Committee of Berkeley County Council)**

Chairman: Mr. Joshua S. Whitley, Council District No. 2

A **meeting** of the Committee on Finance, Standing Committee of Berkeley County Council, was held on **Monday, March 28, 2022**, at 6:18 p.m., in the Assembly Room, Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, South Carolina.

PRESENT: Mr. Joshua Whitley, Chairman, Council District No. 2; Mr. Dan Owens, Committee Member, Council District No. 1; Mr. Phillip Obie, II, Committee Member, Council District No. 3; Mr. Tommy Newell, Committee Member, Council District No. 4; Mr. Brandon Cox, Committee Member, Council District No. 5 (attending remotely); Mr. Jack H. Schurlknight, Committee Member, Council District No. 6; Mr. Caldwell Pinckney, Jr., Committee Member, Council District No. 7; Mr. Steve Davis, Committee Member, Council District No. 8; Mr. Johnny Cribb, County Council Chairman, *ex-officio* Supervisor; Mr. John O. Williams, II, County Attorney; and Mrs. Amanda D. Turner, Clerk to Council.

*During periods of discussion and/or presentations, minutes are condensed and paraphrased. Video coverage of the full meeting is available on the Berkeley County Government website.*

**1. CALL TO ORDER**

Chairman Josh Whitley called the meeting to order.

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

**2. APPROVAL OF MINUTES**

Chairman Whitley asked for approval of minutes from the Regular Committee meeting held on February 28, 2022.

It was moved by Committee Member Newell and seconded by Committee Member Obie to **approve** the minutes as presented. The motion **passed** by a unanimous voice vote of the Committee.

**3. AGENDA ITEMS**

**a. Economic Development Setaside Grant #C-19-3032 for Jofran**

Mrs. Sandi Riddle, Grants Administrator, stated that this is a pass-through Grant from the Coordinating Council for Project Bright, with no County funds.

It was moved by Committee Member Newell and seconded by Committee Member Obie to **approve** Authorizing the County Supervisor to enter into the **Economic Development Setaside Grant #C-19-3032 Award Agreement for Jofran**, in the amount of **\$100,000.00**. The motion **passed** by a unanimous voice vote of the Committee.

**b. Economic Development Setaside Grant #C-21-3511 for Sagebrook Home**

Mrs. Riddle stated that this is also a pass-through Grant from the Coordinating Council for Sagebrook Home, with no County funds.

It was moved by Committee Member Newell and seconded by Committee Member Obie to **approve** Authorizing the County Supervisor to enter into the **Economic Development Setaside Grant #C-21-3511 Award Agreement for Sagebrook Home**, in the amount of **\$100,000.00**. The motion **passed** by a unanimous voice vote of the Committee.

**c. Funding FY2022 - Overtime & Professional Services- Medical**

It was moved by Committee Member Schurlknight and seconded by Committee Member Newell to **approve the FY2022 Funding for Overtime and Professional Services- Medical for the Coroner's Office**, in the amount of **\$50,000.00**. The motion **passed** by a unanimous voice vote of the Committee.

**4. CONSIDERATION PRIOR TO FIRST READING**

- a. BILL NO. 22-19, AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG BERKELEY COUNTY, SOUTH CAROLINA, PROJECT BLUE OPERATING COMPANY, AND PROJECT BLUE REAL PROPERTY OWNER TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO.**

It was moved by Committee Member Schurlknight and seconded by Committee Member Cox to **approve Consideration prior to First Reading, Bill No. 22-19**. The motion **passed** by a unanimous voice vote of the Committee.

- b. BILL NO. 22-20, AN EIGHTEENTH SUPPLEMENTAL ORDINANCE APPROVING THE FINANCING OF THE IMPROVEMENT, EXTENSION AND ENLARGEMENT OF THE COMBINED UTILITY SYSTEM OF BERKELEY COUNTY, SOUTH CAROLINA, THROUGH THE BORROWING BY THE COUNTY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$35,000,000, INCLUDING CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER**



**POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR AN AGREEMENT TO MAKE AND TO ACCEPT LOANS DESIGNATED AS SERIES 2022A, SERIES 2022B AND SERIES 2022C, THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS BETWEEN THE COUNTY AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; THE EXECUTION AND DELIVERY OF PROMISSORY NOTES FROM THE COUNTY TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.**

Bill No. 22-20 was held per the Chairman.

**5. REVIEW PRIOR TO SECOND READING**

- a. **BILL NO. 21-80, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN BERKELEY COUNTY AND COOPER RIVER PARTNERS, LLC DBA BUSHY PARK, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT LONGLEAF (THE “COMPANY”) WHEREBY BERKELEY COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.**

It was moved by Committee Member Obie and seconded by Committee Member Newell to **approve prior to Second Reading, Bill No. 21-80.** The motion was **passed** by a majority voice vote of the Committee.

**6. REVIEW PRIOR TO THIRD READING**

- a. **BILL NO. 22-03, AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SIXTY-FIVE MILLION DOLLARS (\$65,000,000) GENERAL OBLIGATION BONDS OF 2022 OF BERKELEY COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.**

It was moved by Committee Member Obie and seconded by Committee Member Newell to **approve prior to Third Reading, Bill No. 22-03.** The motion was **passed** by a majority voice vote of the Committee.

**7. ADJOURNMENT**

It was moved by Committee Member Schurlknight and seconded by Committee Member Newell to **adjourn** the Committee on Finance meeting. The motion **passed** by unanimous voice vote of the Committee.

The meeting **adjourned** at 6:21 p.m.

April 25, 2022  
Approval Date



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** FY2022 3rd Quarter Financial Report  
**Prepared By:** Allen Milburn, Finance Department  
**Date:** April 25, 2022

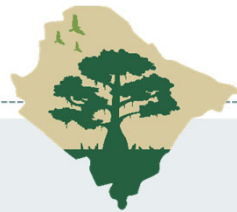
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**Financial Impact:** N/A

**Background:** Allen Milburn will present FY2022 3rd quarter financial results through March 31, 2022 for the General Operating Fund and Wendy Weaver will present Water, Sewer and Solid Waste.

**Attachment(s):**  
[FY22 3rd Quarter Financial Review 04.25.2022.pdf](#)

**FY2022**  
**Berkeley County**  
**Third Quarter Financial Review**



**BERKELEY**  
— COUNTY —  
SOUTH CAROLINA

**APRIL 25, 2022**  
**FINANCE COMMITTEE**

# 3<sup>rd</sup> Quarter Review– General Fund Revenues

2

Fiscal Year 2021 - 2022					
3rd Quarter Financial Review					
Revenues:	FY2022 Current Budget	FY2021 Actuals as of 3/31/2021	FY2022 Actuals as of 03/31/2022	% collected as of 03/31/22	
Property Taxes (CAFR 410)	\$ 55,043,997	\$ 47,262,005	\$51,448,953	93.47%	The largest revenues received in this category are from Property Taxes (\$46M), Vehicle Taxes (\$4.1M), Delinquent Property Taxes collected (\$891K) and Watercraft (\$346K)
Fee in Lieu of Taxes (CAFR 415)	\$ 16,657,500	\$ 14,259,584	\$15,147,888	90.94%	FILOT revenues received here represent calculated FILOT (\$9M), Santee Cooper FILOT (\$594K for 1/2 the year) & Multi-County Park (5.5M) monies receipted and disbursed to various entities at 90% - with 10% held for end of year reconciliations and potential refunds
Fines, Forfeitures and Fees (CAFR 420)	\$ 12,582,161	\$ 8,472,898	\$10,379,600	82.49%	There are 36 various revenue line items included here - the largest being ROD Filing fees (\$5.9M), which continues to outperform budgeted projections.
Licenses and Permits (CAFR 427)	\$ 6,000,900	\$ 5,900,866	\$5,608,008	93.45%	Permitting Fees collected are continuing to come in strong as compared to budgeted projections
Local Revenues (CAFR 434)	\$ 260,000	\$ 226,553	\$108,779	41.84%	Reimbursement for off duty officers
Miscellaneous Revenues (CAFR 435) & Interest Income (CAFR 430)	\$ 555,560	\$ 719,235	\$901,225	162.22%	This is typical for this grouping of revenues, as it also houses insurance proceeds received throughout the year which typically are not budgeted

April 25, 2022



# 3<sup>rd</sup> Quarter Review– General Fund Expenditures

4

Fiscal Year 2021 - 2022					
3rd Quarter Financial Review					
EXPENDITURES		FY2021 (as of 3/31/2021)	FY2022 (as of 3/31/2022) (75% of the fiscal year passed)		(75% of the fiscal year passed)
	FY2022 Current Budget	Actual	Actual	FY2022 Budget to Actual Remaining	% Expended thru 3/31/2022
Personnel Services	73,624,319	42,822,324	45,811,340	27,812,979	62.22% (1)
Operating Expenses	25,093,563	16,147,988	17,686,047	7,407,516	70.48%
Fund Balance Contribution	458,927			458,927	
Capital Outlay	0	284,674	10,572	(10,572)	
Debt Service	0			0	
Other Financing Uses	9,866,327	5,474,947	8,705,139	1,161,188	88.23%
<b>Total:</b>	<b>109,043,136</b>	<b>64,729,933</b>	<b>72,213,097</b>	<b>36,830,039</b>	<b>66.22%</b>
(1) Because of the way the payroll calendar falls - personnel expends at 3/31/2022 should be 69.23% As of March 31, 2022 - we have expended 18 out of 26 payrolls (18 / 26 = 69.23%)					

April 25, 2022

# FY21-22 Water & Sanitation 3rd Quarter Financial Report



BERKELEY  
COUNTY  
SOUTH CAROLINA

April 25, 2022



## FY22 BCWS - Budget to Actual - Revenues

6

Revenues	Current FY22 Budget	Actual 03/31/22	% Coll/Spent
Water - Rate & Service Charges	15,731,590	11,804,050	75.0%
Water - Impact Fees	3,520,000	6,336,774	180.0%
Water - Connection Fees	1,680,000	2,320,595	138.1%
Water - Other Revenues	434,000	584,000	134.6%
Sewer - Rate & Service Charges	34,711,120	26,982,642	77.7%
Sewer - Impact Fees	4,560,000	8,294,571	181.9%
Sewer - Connection Fees	2,000,000	2,207,220	110.4%
Sewer- Other Revenues	1,167,400	996,933	85.4%
Waste - User Fees	10,535,110	10,211,414	96.9%
Waste- Tipping Fees	7,846,400	6,975,621	88.9%
Waste - Salvage & Other	1,627,724	1,038,865	63.8%
<b>TOTAL</b>	<b>83,813,344</b>	<b>77,752,685</b>	<b>92.8%</b>

Current FY21 Budget	Actual 03/31/21	% Coll/Spent
14,346,940	11,285,766	78.7%
3,080,000	3,985,634	129.4%
1,470,000	1,635,684	111.3%
408,500	353,951	86.6%
33,003,130	25,474,521	77.2%
3,990,000	6,880,143	172.4%
1,750,000	1,868,400	106.8%
1,228,900	1,298,774	105.7%
9,683,640	9,936,612	102.6%
5,767,800	4,704,552	81.6%
1,970,424	1,593,463	80.9%
<b>76,699,334</b>	<b>69,017,500</b>	<b>90.0%</b>

April 25, 2022

# FY22 BCWS - Budget to Actual - Expenditures

7

Expenditures	Current FY22 Budget	Actual 03/31/22	% Coll/Spent
Personnel Costs	19,482,186	12,752,769	65.5%
Contractual Services	2,795,375	2,064,259	73.8%
Maint & Repairs	6,479,210	4,649,782	71.8%
Utilities	5,327,158	2,962,129	55.6%
Office Expenses	1,282,341	714,387	55.7%
Insurance	750,590	565,418	75.3%
Other Expenses	9,100,016	5,488,133	60.3%
Capital Equipment	2,636,350	1,336,730	50.7%
Transfer TO R&R- (Prin & Int)	21,117,556	15,838,164	75.0%
Transfer TO R&R - Impact Fees	8,080,000	14,631,345	181.1%
Transfer TO R&R- From Operations	6,762,562	5,071,923	75.0%
<b>TOTAL</b>	<b>83,813,344</b>	<b>66,075,039</b>	<b>78.8%</b>

Current FY21 Budget	Actual 03/31/21	% Coll/Spent
18,883,415	12,155,430	64.4%
3,672,711	2,070,391	56.4%
6,637,915	5,179,704	78.0%
5,153,203	3,092,351	60.0%
1,041,828	609,857	58.5%
735,590	603,848	82.1%
8,726,616	4,805,359	55.1%
2,141,010	1,644,509	76.8%
18,293,552	13,720,167	75.0%
7,070,000	10,865,777	153.7%
4,343,494	3,257,622	75.0%
<b>76,699,334</b>	<b>58,005,015</b>	<b>75.6%</b>

April 25, 2022

## FY22 BCWS Budget to Actual – Summary

8

Revenues vs Expenditures	Current FY22 Budget	Actual 03/31/22	% Coll/Spent
Revenues & Transfers IN	83,813,344	77,752,685	92.8%
Expenditures & Transfers Out	83,813,344	66,075,039	78.8%
<b>TOTAL</b>		<b>11,677,646</b>	

Current FY21 Budget	Actual 12/31/21	% Coll/Spent
76,699,334	69,017,500	90.0%
76,699,334	58,005,015	75.6%
	<b>11,012,485</b>	

April 25, 2022



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** Berkeley County Radio Purchase

**Prepared By:** David Kornahrens, County Supervisor's Office

**Date:** April 25, 2022

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**Financial Impact:** Total project cost is \$3,523,204.68 of which \$750,000 will be paid for from the Berkeley County Fire Department(s) shared fund. The remaining balance will come from ARPA funding already received.

**Background:** The Berkeley County Fire Service radio requirement is 287 APX6000 radios and 134 APX4500 mobile radios in the amount of \$2,102,263.71. The Berkeley County Sheriff's Office requirement is 67 APX6000 and 104 APX6500 in the amount of \$1,241,553.96. The Berkeley County EMS requirement is 2 APX6000 and 21 APX6500 in the amount of \$156,292.29. The Berkeley County 911 Center requires TDMA upgrades in the amount of \$23,094.72.

**Recommendation:** Award a contract to Motorola in the amount of \$3,523,204.68 for the purchase of P25 TDMA radios for the Palmetto 800 service.

**Attachment(s):**  
[Berkeley BCSO Minus TDMA.xlsx](#)  
[Berkeley Fire Minus TDMA.xlsx](#)  
[Berkeley EMS Minus TDMA.xlsx](#)





Date: 3/4/2021

TO:

You Name Reid Arnold
Address 1 1004 Coastal Marsh Road Mt Pleasant, SC
Mobile # 224-277-6311

ATTN:

Table with 5 columns: Line #, Qty, Model / Options, Description, List Price, SC Contract Price, Extended Price

PRICING SUMMARY

Main pricing table with columns: Line #, Qty, Model / Options, Description, List Price, SC Contract Price, Extended Price. Includes items like APX4500 BN 02 Control Head, APX 900 Model 2, etc.

Volume Discount on Radios \$ (97,910.00)
Volume Discount on Accessories \$ (3,417.00)

Volume discount based on assumption of minimum 500 radios being purchased with purchase order being procured by April 13th, 2022

Summary table with columns: Terms, Shipment FOB, State Contract #, Delivery, Proposal #, Net 30 days, Destination, 4400021163, 12-16 weeks, Berkeley County\_FireReplacement\_22, Equipment Subtotal, Tax, Install, Services, Total \$ 1,031,601.96



# MOTOROLA SOLUTIONS

Date: 3/4/2021  
TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
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## PRICING SUMMARY

					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
1	0	M22URS9PW1BN	APX4500 BN 02 Control Head	\$ 5,279.26	\$ 3,801.07	\$ -	
		INCLUDES: Remote mount, TDMA, Group Services, OTAP, 13W Speaker, STD Mic and 3 yr Service					
2	0	LSV00Q00203A	Device Install	\$ 160.00	\$ 160.00	\$ -	
3	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -	
	0		Volume Discount		\$ (200.00)	\$ -	

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H92UCF9PW6AN	APX 900 Model 2	\$ 3,835.90	\$ 2,761.85	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 53.35	\$ -
4	0	PMMN4099CL	Remote Speaker Mic - APX 900	\$ 142.56	\$ 106.92	\$ -
	0		Volume Discount on Radios		\$ (150.00)	\$ -
	0		Volume Discount on Accessories		\$ (15.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -





Date:  
TO:

You Name Reid Arnold  
Address 1 1004 Coastal  
Marsh Road  
Mt Pleasant, SC  
Mobile # 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
--------	-----	-----------------	-------------	------------	-------------------	----------------

**PRICING SUMMARY**

					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
1	0	H51UCF9PW6AN	APX 4000 Model 2	\$ 4,749.43	\$ 3,419.59	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 61.56	\$ -
4	0	PMMN4106CBK	Remote Speaker Mic - 4000	\$ 665.28	\$ 498.96	\$ -
	0		Volume Discount on Radios		\$ (235.00)	\$ -
	0		Volume Discount on Accessories		\$ (56.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2021

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
1	0	H98UCF9PW6BN	APX 6000 Model 2 FD Build Out	\$ 6,525.33	\$ 4,698.24	\$ -
Includes: TDMA, OTAP, Group Services, Digital Tone Signalling, Adaptive Noise Suppression, 3yr Service						
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ -
4	0	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ -
	0		Volume Discount on Radios		\$ (470.00)	\$ -
	0		Volume Disocunt on Accessories		\$ (50.00)	\$ -
				\$	-	\$ -

## PRICING SUMMARY

				Equipment Subtotal	\$ -
Terms:	Net 30 days			Tax	\$ -
Shipment FOB	Destination			Install	\$ -
State Contract #	4400021163			Services	\$ -
Delivery	12-16 weeks				
Proposal #	Berkeley County_FireReplacement_22				
					\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
--------	-----	-----------------	-------------	------------	-------------------	----------------

## PRICING SUMMARY

					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
1	0	H98UCF9PW6BN	APX 6000 Model 2 EMS Build Out	\$ 6,253.69	\$ 4,502.66	\$ -
			Includes: TDMA, OTAP, Group Services, Dual E5 CH, 7.5W Speaker, STD Mic , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ -
4	0	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ -
	0		Volume Discount on Radios		\$ (450.00)	\$ -
	0		Volume Disocunt on Accessories		\$ (50.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -





# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
<b>PRICING SUMMARY</b>				\$	-	\$ -
				\$	-	\$ -
1	67	H98UCF9PW6BN	APX 6000 Model 2 SO Build Out	\$ 7,484.76	\$ 5,389.03	\$ 361,065.01
				Includes: TDMA, OTAP, Group Services, AES/DES/ADP, Multikey, Adaptive Noise Suppression, 3yr Service		
2	67	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 3,350.00
3	67	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ 8,520.39
4	67	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ 25,491.83
	67		Volume Discount on Radios		\$ (530.00)	\$ (35,510.00)
	67		Volume Disocunt on Accessories		\$ (50.00)	\$ (3,350.00)
				\$	-	\$ -

			Equipment Subtotal	\$ 356,217.23
Terms:	Net 30 days		Tax	\$ 28,497.38
Shipment FOB	Destination		Install	\$ 3,350.00
State Contract #	4400021163		Services	\$ -
Delivery	12-16 weeks			
Proposal #	Berkeley County_FireReplacement_22			
				\$ 388,064.60



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
<b>PRICING SUMMARY</b>				\$	-	\$ -
				\$	-	\$ -
1	104	M25URS9PW1BN	ENHANCED APX6500 BN SO Build Out	\$ 8,333.40	\$ 6,000.05	\$ 624,005.20
				Includes: TDMA, OTAP, Group Services, AES/DES/ADP, Multikey, 03 CH, Remote Mount, 3yr Service		
2	104	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 5,200.00
3	104	LSV00Q00203A	Device Installation	\$ 160.00	\$ 160.00	\$ 16,640.00
					\$	\$ -
	104		Volume Discount on Radios		\$ (600.00)	\$ (62,400.00)
				\$	-	\$ -
				\$	-	\$ -

				Equipment Subtotal	\$ 578,245.20
Terms:	Net 30 days			Tax	\$ 46,259.62
Shipment FOB	Destination			Install	\$ 5,200.00
State Contract #	4400021163			Services	\$ -
Delivery	12-16 weeks				
Proposal #	Berkeley County_FireReplacement_22				
					\$ 629,704.82



Date: 3/4/2021

TO:

You Name

Address 1

Reid Arnold  
1004 Coastal  
Marsh Road  
Mt Pleasant, SC  
224-277-6311

ATTN:

Mobile #

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
<b>PRICING SUMMARY</b>						
				\$	-	\$ -
134		M22URS9PW1BN	APX4500 BN 02 Control Head	\$ 5,279.26	\$ 3,801.07	\$ 509,343.38
0		H92UCF9PW6AN	APX 900 Model 2	\$ 3,835.90	\$ 2,761.85	\$ -
0		H51UCF9PW6AN	APX 4000 Model 2	\$ 4,749.43	\$ 3,419.59	\$ -
287		H98UCF9PW6BN	APX 6000 Model 2 FD Build Out	\$ 6,525.33	\$ 4,698.24	\$ 1,348,394.88
0		H98UCF9PW6BN	APX 6000 Model 2 EMS Build Out	\$ 6,253.69	\$ 4,502.66	\$ -
0		M25URS9PW1BN	ENHANCED APX6500 BN EMS Build Out	\$ 8,640.35	\$ 6,221.05	\$ -
0		H98UCF9PW6BN	APX 6000 Model 2 SO Build Out	\$ 7,484.76	\$ 5,389.03	\$ -
0		M25URS9PW1BN	ENHANCED APX6500 BN SO Build Out	\$ 8,333.40	\$ 6,000.05	\$ -
287		PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ 109,196.33
287		NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ 36,497.79
0		PMMN4099CL	Remote Speaker Mic - APX 900	\$ 142.56	\$ 106.92	\$ -
0		PMMN4106CBK	Remote Speaker Mic - 4000	\$ 665.28	\$ 498.96	\$ -
0		PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 53.35	\$ -
1		T7914A	RADIO MANAGEMENT ONLINE	\$ -	\$ -	\$ -
421		UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$ 110.00	\$ 82.50	\$ 34,732.50
						\$ -
134		LSV00Q00203A	Device Install	\$ 160.00	\$ 160.00	\$ 21,440.00
421		LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 21,050.00
			Volume Discount on Radios			\$ (161,690.00)
			Volume Discount on Accessories			\$ (14,637.00)

Volume discount based on assumption of minimum 500 radios being purchased with purchase order being procured by April 13th, 2022

			Equipment Subtotal	\$ 1,861,837.88
Terms:	Net 30 days		Tax	\$ 148,947.03
Shipment FOB	Destination		Install	\$ 42,490.00
State Contract #	4400021163		Services	\$ -
Delivery	12-16 weeks			
Proposal #	Berkeley County_FireReplacement_22			
				\$ 2,053,274.91



# MOTOROLA SOLUTIONS

Date: 3/4/2021  
TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
<b>PRICING SUMMARY</b>				\$	-	\$ -
				\$	-	\$ -
1	134	M22URS9PW1BN	APX4500 BN 02 Control Head	\$ 5,279.26	\$ 3,801.07	\$ 509,343.38
			INCLUDES: Remote mount, TDMA, Group Services, OTAP, 13W Speaker, STD Mic and 3 yr Service			
2	134	LSV00Q00203A	Device Install	\$ 160.00	\$ 160.00	\$ 21,440.00
3	134	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 6,700.00
	134		Volume Discount		\$ (200.00)	\$ (26,800.00)

			<b>Equipment Subtotal</b>	<b>\$ 489,243.38</b>
Terms:	Net 30 days		Tax	\$ 39,139.47
Shipment FOB	Destination		Install	\$ 21,440.00
State Contract #	4400021163		Services	\$ -
Delivery	12-16 weeks			
Proposal #	Berkeley County_FireReplacement_22			
			<b>\$</b>	<b>549,822.85</b>





# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H92UCF9PW6AN	APX 900 Model 2	\$ 3,835.90	\$ 2,761.85	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 53.35	\$ -
4	0	PMMN4099CL	Remote Speaker Mic - APX 900	\$ 142.56	\$ 106.92	\$ -
	0		Volume Discount on Radios		\$ (150.00)	\$ -
	0		Volume Discount on Accessories		\$ (15.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



Date:  
TO:

You Name Reid Arnold  
Address 1 1004 Coastal  
Marsh Road  
Mt Pleasant, SC  
Mobile # 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H51UCF9PW6AN	APX 4000 Model 2	\$ 4,749.43	\$ 3,419.59	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 61.56	\$ -
4	0	PMMN4106CBK	Remote Speaker Mic - 4000	\$ 665.28	\$ 498.96	\$ -
	0		Volume Discount on Radios		\$ (235.00)	\$ -
	0		Volume Discount on Accessories		\$ (56.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
	Terms:	Net 30 days			Tax	\$ -
	Shipment FOB	Destination			Install	\$ -
	State Contract #	4400021163			Services	\$ -
	Delivery	12-16 weeks				
	Proposal #	Berkeley County_FireReplacement_22				
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2021

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
1	287	H98UCF9PW6BN	APX 6000 Model 2 FD Build Out	\$ 6,525.33	\$ 4,698.24	\$ 1,348,394.88
Includes: TDMA, OTAP, Group Services, Digital Tone Signalling, Adaptive Noise Suppression, 3yr Service						
2	287	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 14,350.00
3	287	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ 36,497.79
4	287	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ 109,196.33
	287		Volume Discount on Radios		\$ (470.00)	\$ (134,890.00)
	287		Volume Disocunt on Accessories		\$ (50.00)	\$ (14,350.00)
				\$	-	\$ -

## PRICING SUMMARY

				Equipment Subtotal	\$ 1,344,849.00
Terms:	Net 30 days			Tax	\$ 107,587.92
Shipment FOB	Destination			Install	\$ 14,350.00
State Contract #	4400021163			Services	\$ -
Delivery	12-16 weeks				
Proposal #	Berkeley County_FireReplacement_22				
					\$ 1,466,786.91



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
<b>PRICING SUMMARY</b>				\$	-	\$ -
				\$	-	\$ -
1	0	H98UCF9PW6BN	APX 6000 Model 2 EMS Build Out Includes: TDMA, OTAP, Group Services, Dual E5 CH, 7.5W Speaker, STD Mic , 3yr Service	\$ 6,253.69	\$ 4,502.66	\$ -
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ -
4	0	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ -
	0		Volume Discount on Radios		\$ (450.00)	\$ -
	0		Volume Disocunt on Accessories		\$ (50.00)	\$ -
				\$	-	\$ -

				Equipment Subtotal	\$ -
Terms:	Net 30 days			Tax	\$ -
Shipment FOB	Destination			Install	\$ -
State Contract #	4400021163			Services	\$ -
Delivery	12-16 weeks				
Proposal #	Berkeley County_FireReplacement_22				
					\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022  
TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
1	0	M25URS9PW1BN	ENHANCED APX6500 BN EMS Build Out <small>Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service</small>	\$ 8,640.35	\$ 6,221.05	\$ -
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	LSV00Q00203A	Device Installation	\$ 160.00	\$ 160.00	\$ -
					\$	\$ -
	0		Volume Discount on Radios		\$ (620.00)	\$ -
				\$	-	\$ -
				\$	-	\$ -

## PRICING SUMMARY

			Equipment Subtotal	\$ -
Terms:	Net 30 days		Tax	\$ -
Shipment FOB	Destination		Install	\$ -
State Contract #	4400021163		Services	\$ -
Delivery	12-16 weeks			
Proposal #	Berkeley County_FireReplacement_22			
				\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name Reid Arnold  
Address 1 1004 Coastal  
Marsh Road  
Mt Pleasant, SC  
Mobile # 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
--------	-----	-----------------	-------------	------------	-------------------	----------------

## PRICING SUMMARY

					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
1	0	H98UCF9PW6BN	APX 6000 Model 2 SO Build Out	\$ 7,484.76	\$ 5,389.03	\$ -
			Includes: TDMA, OTAP, Group Services, AES/DES/ADP, Multikey, Adaptive Noise Suppression, 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ -
4	0	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ -
	0		Volume Discount on Radios		\$ (530.00)	\$ -
	0		Volume Disocunt on Accessories		\$ (50.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -





# MOTOROLA SOLUTIONS

Date: 3/4/2021

TO:

You Name Reid Arnold  
 Address 1 1004 Coastal  
 Marsh Road  
 Mt Pleasant, SC  
 Mobile # 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
--------	-----	-----------------	-------------	------------	-------------------	----------------

## PRICING SUMMARY

0	M22URS9PW1BN	APX4500 BN 02 Control Head	\$ 5,279.26	\$ 3,801.07	\$ -
0	H92UCF9PW6AN	APX 900 Model 2	\$ 3,835.90	\$ 2,761.85	\$ -
0	H51UCF9PW6AN	APX 4000 Model 2	\$ 4,749.43	\$ 3,419.59	\$ -
0	H98UCF9PW6BN	APX 6000 Model 2 FD Build Out	\$ 6,525.33	\$ 4,698.24	\$ -
2	H98UCF9PW6BN	APX 6000 Model 2 EMS Build Out	\$ 6,253.69	\$ 4,502.66	\$ 9,005.32
21	M25URS9PW1BN	ENHANCED APX6500 BN EMS Build Out	\$ 8,640.35	\$ 6,221.05	\$ 130,642.05
0	H98UCF9PW6BN	APX 6000 Model 2 SO Build Out	\$ 7,484.76	\$ 5,389.03	\$ -
0	M25URS9PW1BN	ENHANCED APX6500 BN SO Build Out	\$ 8,333.40	\$ 6,000.05	\$ -
2	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ 760.95
2	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ 254.34
0	PMMN4099CL	Remote Speaker Mic - APX 900	\$ 142.56	\$ 106.92	\$ -
0	PMMN4106CBK	Remote Speaker Mic - 4000	\$ 665.28	\$ 498.96	\$ -
0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 53.35	\$ -
1	T7914A	RADIO MANAGEMENT ONLINE	\$ -	\$ -	\$ -
23	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$ 110.00	\$ 82.50	\$ 1,897.50
21	LSV00Q00203A	Device Install	\$ 160.00	\$ 160.00	\$ 3,360.00
23	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 1,150.00
		Volume Discount on Radios			\$ (13,920.00)
		Volume Discount on Accessories			\$ (102.00)

Volume discount based on assumption of minimum 500 radios being purchased with purchase order being procured by April 13th, 2022

Equipment Subtotal	\$ 128,538.16
Tax	\$ 10,283.05
Install	\$ 4,510.00
Services	\$ -
<b>Total</b>	<b>\$ 143,331.21</b>

Terms: Net 30 days  
 Shipment FOB: Destination  
 State Contract #: 4400021163  
 Delivery: 12-16 weeks  
 Proposal #: Berkeley County\_FireReplacement\_22





# MOTOROLA SOLUTIONS

Date: 3/4/2021

TO:

You Name

Address 1

Reid Arnold  
1004 Coastal  
Marsh Road  
Mt Pleasant, SC  
224-277-6311

ATTN:

Mobile #

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
--------	-----	-----------------	-------------	------------	-------------------	----------------

## PRICING SUMMARY

					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
1	0	M22URS9PW1BN	APX4500 BN 02 Control Head	\$ 5,279.26	\$ 3,801.07	\$ -	
		INCLUDES: Remote mount, TDMA, Group Services, OTAP, 13W Speaker, STD Mic and 3 yr Service					
2	0	LSV00Q00203A	Device Install	\$ 160.00	\$ 160.00	\$ -	
3	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -	
	0		Volume Discount		\$ (200.00)	\$ -	

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H92UCF9PW6AN	APX 900 Model 2	\$ 3,835.90	\$ 2,761.85	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 53.35	\$ -
4	0	PMMN4099CL	Remote Speaker Mic - APX 900	\$ 142.56	\$ 106.92	\$ -
	0		Volume Discount on Radios		\$ (150.00)	\$ -
	0		Volume Discount on Accessories		\$ (15.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
	Terms:	Net 30 days			Tax	\$ -
	Shipment FOB	Destination			Install	\$ -
	State Contract #	4400021163			Services	\$ -
	Delivery	12-16 weeks				
	Proposal #	Berkeley County_FireReplacement_22				
						\$ -



# MOTOROLA SOLUTIONS

Date:  
TO:

You Name Reid Arnold  
Address 1 1004 Coastal  
Marsh Road  
Mt Pleasant, SC  
Mobile # 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H51UCF9PW6AN	APX 4000 Model 2	\$ 4,749.43	\$ 3,419.59	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	PMPN4174	Single Unit Charger - 900 and 4000	\$ 82.08	\$ 61.56	\$ -
4	0	PMMN4106CBK	Remote Speaker Mic - 4000	\$ 665.28	\$ 498.96	\$ -
	0		Volume Discount on Radios		\$ (235.00)	\$ -
	0		Volume Discount on Accessories		\$ (56.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2021

TO:

ATTN:

You Name

Address 1

Mobile #

Reid Arnold  
 1004 Coastal  
 Marsh Road  
 Mt Pleasant, SC  
 224-277-6311

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H98UCF9PW6BN	APX 6000 Model 2 FD Build Out	\$ 6,525.33	\$ 4,698.24	\$ -
			Includes: TDMA, OTAP, Group Services, Digital Tone Signalling , Adaptive Noise Suppression, 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ -
4	0	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ -
	0		Volume Discount on Radios		\$ (470.00)	\$ -
	0		Volume Disocunt on Accessories		\$ (50.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
<b>PRICING SUMMARY</b>				\$	-	\$ -
				\$	-	\$ -
1	2	H98UCF9PW6BN	APX 6000 Model 2 EMS Build Out	\$ 6,253.69	\$ 4,502.66	\$ 9,005.32
Includes: TDMA, OTAP, Group Services, Dual E5 CH, 7.5W Speaker, STD Mic , 3yr Service						
2	2	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 100.00
3	2	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ 254.34
4	2	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ 760.95
	2		Volume Discount on Radios		\$ (450.00)	\$ (900.00)
	2		Volume Disocunt on Accessories		\$ (50.00)	\$ (100.00)
				\$	-	\$ -

			Equipment Subtotal	\$ 9,020.61
Terms:	Net 30 days		Tax	\$ 721.65
Shipment FOB	Destination		Install	\$ 100.00
State Contract #	4400021163		Services	\$ -
Delivery	12-16 weeks			
Proposal #	Berkeley County_FireReplacement_22			
				\$ 9,842.26



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
1	21	M25URS9PW1BN	ENHANCED APX6500 BN EMS Build Out <small>Includes: TDMA, OTAP, Group Services, Digital Tone Signalling, 3yr Service</small>	\$ 8,640.35	\$ 6,221.05	\$ 130,642.05
2	21	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ 1,050.00
3	21	LSV00Q00203A	Device Installation	\$ 160.00	\$ 160.00	\$ 3,360.00
					\$	\$ -
	21		Volume Discount on Radios		\$ (620.00)	\$ (13,020.00)
				\$	-	\$ -
				\$	-	\$ -

## PRICING SUMMARY

			Equipment Subtotal	\$ 120,982.05
Terms:	Net 30 days		Tax	\$ 9,678.56
Shipment FOB	Destination		Install	\$ 1,050.00
State Contract #	4400021163		Services	\$ -
Delivery	12-16 weeks			
Proposal #	Berkeley County_FireReplacement_22			
				\$ 131,710.61



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
					\$ -	\$ -
<b>PRICING SUMMARY</b>						
					\$ -	\$ -
					\$ -	\$ -
1	0	H98UCF9PW6BN	APX 6000 Model 2 SO Build Out	\$ 7,484.76	\$ 5,389.03	\$ -
			Includes: TDMA, OTAP, Group Services, AES/DES/ADP, Multikey, Adaptive Noise Suppression, 3yr Service			
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	NNTN8860A	Single Unit Charger	\$ 169.56	\$ 127.17	\$ -
4	0	PMMN4135	XVP Remote Speaker Mic	\$ 507.30	\$ 380.48	\$ -
	0		Volume Discount on Radios		\$ (530.00)	\$ -
	0		Volume Disocunt on Accessories		\$ (50.00)	\$ -
					\$ -	\$ -

					Equipment Subtotal	\$ -
		Terms:	Net 30 days		Tax	\$ -
		Shipment FOB	Destination		Install	\$ -
		State Contract #	4400021163		Services	\$ -
		Delivery	12-16 weeks			
		Proposal #	Berkeley County_FireReplacement_22			
						\$ -



# MOTOROLA SOLUTIONS

Date: 3/4/2022

TO:

You Name: Reid Arnold  
Address 1: 1004 Coastal Marsh Road  
Mt Pleasant, SC  
Mobile #: 224-277-6311

ATTN:

Line #	Qty	Model / Options	Description	List Price	SC Contract Price	Extended Price
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
				\$	-	\$ -
1	0	M25URS9PW1BN	ENHANCED APX6500 BN SO Build Out	\$ 8,333.40	\$ 6,000.05	\$ -
				Includes: TDMA, OTAP, Group Services, AES/DES/ADP, Multikey, 03 CH, Remote Mount, 3yr Service		
2	0	LSV00Q00203A	Device Programming	\$ 50.00	\$ 50.00	\$ -
3	0	LSV00Q00203A	Device Installation	\$ 160.00	\$ 160.00	\$ -
					\$	\$ -
	0		Volume Discount on Radios		\$ (600.00)	\$ -
				\$	-	\$ -
				\$	-	\$ -

## PRICING SUMMARY

				Equipment Subtotal	\$ -
Terms:	Net 30 days			Tax	\$ -
Shipment FOB	Destination			Install	\$ -
State Contract #	4400021163			Services	\$ -
Delivery	12-16 weeks				
Proposal #	Berkeley County_FireReplacement_22				
					\$ -





**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** Jail Engineering Contract

**Prepared By:** David Kornahrens, County Supervisor's Office

**Date:** April 25, 2022

---

**Financial Impact:** \$964,280

**Background:** The original contract was awarded to Studio 8 Design in the amount of \$1,957,280 which was based off of a \$20M budget. After completing a needs assessment with jail administration and a general obligation bond was obtained, a budget was constructed of \$38M. With this change, Studio 8 Design updated their proposal with an increase of \$964,280 which is 5.5% of the total construction budget.

**Discussion:** Award an engineering change order to Studio 8 Design.

**Recommendation:** Award an engineering change-order to Studio 8 Design, in the amount of \$964,280.

**Attachment(s):**  
[Berkeley Jail 2022.01.13 Contract Amendment Request.pdf](#)  
[Berkeley 20220301 Program and Concept Design.pdf](#)  
[Berkeley Proposed Budget and Schedule 20220114.pdf](#)



January 13, 2022

Mr. Scott Maxie, CPPB, Director  
Berkeley County Procurement Department  
PO Box 6122  
Moncks Corner, SC 29461

RE: RFQ #32416-01-19/20: Jail Expansion Engineering & Design Services  
Contract Amendment Request per Approved Proposal Dated 12.10.21

Dear Scott:

It is my understanding that the fee proposal in the amount of \$1,957,280 dated December 10, 2021 has been approved. I respectfully request a contract amendment in the amount of \$964,280, as detailed below:

Proposed Fee for New Design .....	\$1,957,280
Less Remaining Fee on Original Executed Contract ..	<u>\$993,000</u>
Requested Contract Amendment .....	\$964,280

This requested amendment will increase the total contract amount to \$2,109,280. Since the previous efforts (\$152,000) were billed and paid, this will result in a remaining fee amount of \$1,957,280. Or if you prefer to void the remainder of the current executed contract, a new contract would also be acceptable.

I am happy to answer any questions you may have. We are excited to move forward on this project serve Berkeley County.

Sincerely,

Studio 8 Design, LLC

Jim Ingram, AIA, NCARB  
Principal in Charge

Jl/mg

S8d File: 200030/A-1

**Berkeley County Detention Center  
Programming and Concept Design  
March 1, 2022**

The following, with accompanying drawings, constitutes Studio 8's submittal of Programming and Concept Design (Schematics) for the Addition to the Berkeley County Detention Center:

**1. Inmate Housing**

Inmate housing includes a total of 341 beds. Housing is designed for indirect supervision with management units arrayed around two control rooms. Minimum and medium security inmates are housed in 4-bed cells. All maximum security and special needs inmates are housed in single-bed cells and in smaller management units. Single-bed cells constitute 39% of the new housing. The following is a tabulation of housing:

Housing First Level – Maximum security and special needs:

• 3 – management units of 18 beds – 1-bed cells	54 beds
• 4 – management units of 10 beds – 1-bed cells	40 beds
• Infirmary – 9 beds – 1-bed cells	9 beds
2 beds – 1 bed bio-isolation	2 beds

Housing Third Level – Minimum and medium security and special needs:

• 2 – management units of 56 beds – 4-bed cells	112 beds
• 3 – management units of 32 beds – 4-bed cells	96 beds
• 1 – management unit of 18 beds – 1-bed cells	18 beds
• 1- management unit of 10 beds – 1-bed cells	<u>10 beds</u>

Total Beds	341 beds
Total 1-bed cells	133 beds
Proportion of 1-bed cells	39%

**2. Medical**

The project plan includes relocating the present medical operation to temporary accommodations to be built in the present “breezeway”; see following Sketch No. 26. After the present medical area is vacated that building in its entirety will be demolished south of the main circulation corridor. This will provide the site for a new clinic and infirmary plus a public entry.

The new clinic provides four medical exam rooms and one dental exam room. The infirmary includes housing for 12 inmates: two bio-isolation rooms with

hospital beds, one padded cell, and nine-single bed cells. A nursing station is located to oversee both the clinic and infirmary.

### 3. Public Entry

A new public entry to the Detention Center is provided and located central to all housing. A new Central Control is provided to control access to the facility. In addition to functioning as Central Control for all electronic systems. Central Control has visual oversight of the elevator lobby and will manage all visitation with inmates.

### 4. Staff Area

Staff lockers, showers, and toilets are located off Level 2 of the Housing Tower. Warehouse type storage of about 2400 SF is provided on Level 4. With this level served by the freight elevator, storage on this level is viable.

The proposed complete addition is shown on the accompanying drawings. All of the areas described in general above are shown in detail on the drawings with the necessary supporting spaces. A suggested project budget based on this concept is attached.

We expect to maintain or exceed the original schedule for design through construction documents. The schedule can be expedited by reducing the approval times provided between the design phases. The overall schedule is:

1/3/2022 – 2/25/2022	8 weeks	Schematic Design
2/28/2022 – 4/22/2022	8 weeks	Approvals
4/25/2022 – 6/17/2022	8 weeks	Preliminary
6/20/2022 – 7/15/2022	4 weeks	Approvals
7/18/2022 – 11/4/2022	16 weeks	Construction Documents
1/1/2023 – 3/31/2023	3 months	Bidding and Contracting
4/1/2023 – 3/31/2025	24 months	Construction
4/1/2023 – 5/31/2025	2 months	Punch out and Commissioning

These materials constitute Studio 8's completed Concept or Schematic Phase.

200030/A2

studio8design

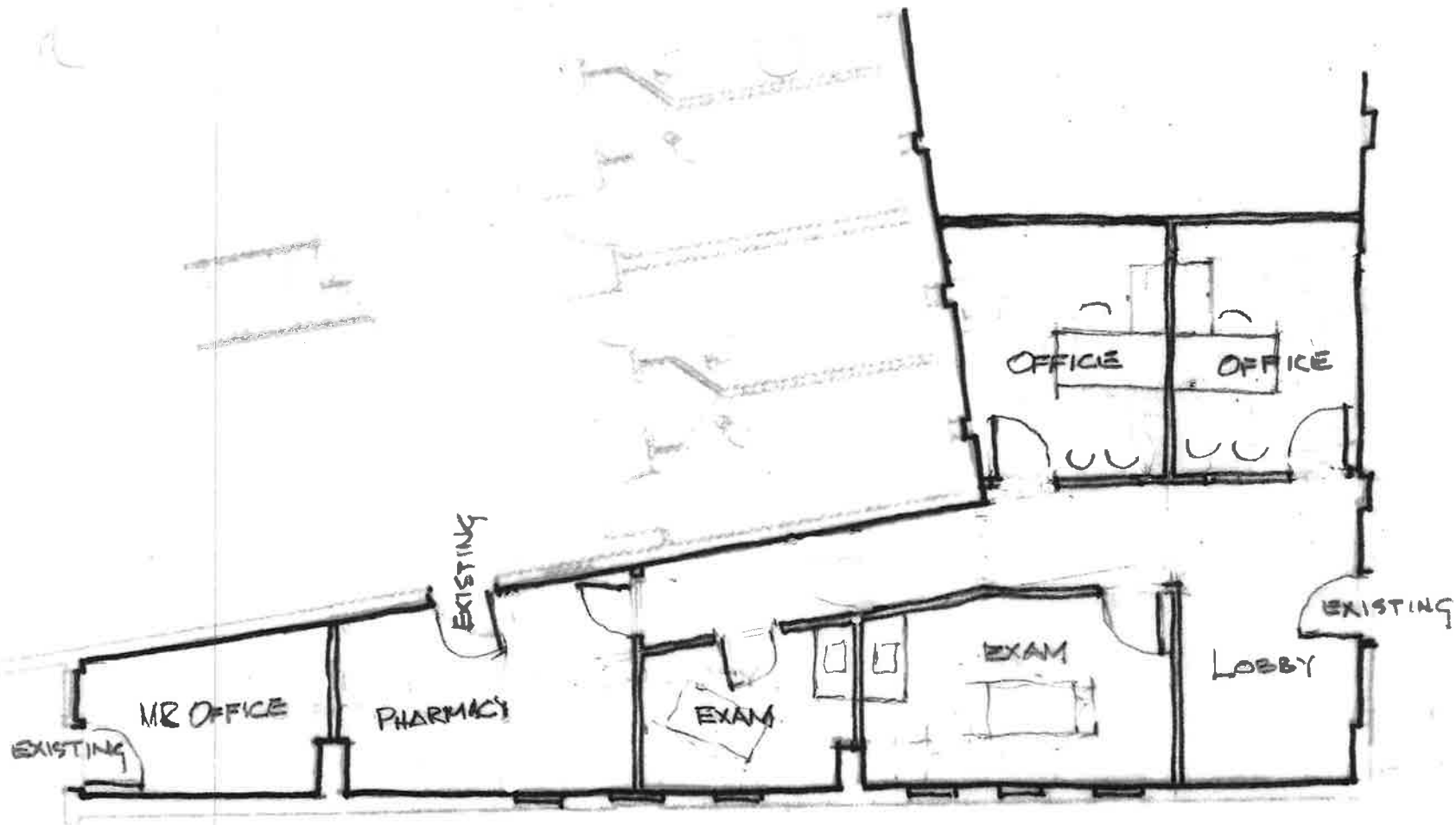
2722 North Oak Street • Valdosta, Georgia 31602 • p.229.244.1188 • [www.s8darchitects.com](http://www.s8darchitects.com)



**Berkeley County Detention Center  
Suggested Project Budget  
March 1, 2022**

Site Utilities		\$250,000.00
Demolition	6500 SF @ \$15.00 SF	\$100,000.00
Temporary Medical Suite	930 SF @ \$100.00 SF	\$100,000.00
Demolition of Temporary Medical Suite		\$50,000.00
New Building	91300 SF @ \$ 333.50 SF	\$30,450,000.00
Elevators		\$400,000.00
Low Voltage Systems in Existing		\$350,000.00
Design Contingency		<u>\$1,000,000.00</u>
	<b>Total Contract</b>	<b>\$32,700,000.00</b>
Inflation to 2023 Bidding	0.05%	<u>\$1,600,000.00</u>
		<b>\$34,300,000.00</b>
Design and Engineering		\$2,000,000.00
Testing and Special Inspections		\$500,000.00
FF & E Allowance		\$500,000.00
Construction Contingency		<u>\$700,000.00</u>
	<b>TOTAL SUGGESTED BUDGET</b>	<b>\$38,000,000.00</b>

S8d: 200030/A3



TEMP MEDICAL  
 1/8" = 1'-0"      930 SF

BERKELEY CO  
 Feb 4 2022  
 (26)



**Berkeley County, South Carolina Jail  
Suggested Project Budget  
January 14, 2022**

<b>Site Utilities</b>			200,000	
<b>Buildings</b>	\$124,000 @	\$273.39	\$33,900,000	
<b>New Control System for Existing</b>			<u>\$300,000</u>	
		<b>BUILDING CONSTRUCTION</b>		<b>34,400,000</b>
<b>Design &amp; Engineering</b>			\$2,000,000	
<b>Testing &amp; Special Inspection</b>			\$400,000	
<b>Allowance for FF&amp;E</b>			\$500,000	
<b>Construction Contingency</b>	2 %		<u>\$700,000</u>	
		<b>TOTAL PROJECT BUDGET</b>		<b>\$38,000,000</b>

**All site development including grading and storm water management is by Berkeley County.**

S8d: 200030/A3

**PROPOSED SCHEDULE  
BERKELEY COUNTY DETENTION CENTER  
January 14, 2022**

1/3/2022 - 2/25/2022	8 weeks	Schematic Design
2/28/2022 - 4/22/2022	8 Weeks	Approvals
4/25/2022 - 6/17/2022	8 weeks	Preliminary
6/20/2022 - 7/15/2022	4 weeks	Approvals
7/18/2022 - 11/4/2022	16 weeks	Construction Documents
1/1/2023 - 3/31/2023	3 months	Bidding and Contracting
4/1/2023 - 3/31/2025	24 months	Construction
4/1/2023 - 5/31/2025	2 months	Punch out and Commissioning

S8d: 200030/A3





**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** Nesbitt House Renovation(s)

**Prepared By:** David Kornahrens, County Supervisor's Office

**Date:** April 25, 2022

---

**Financial Impact:** Accept \$25,550 from Charleston Visitor Bureau for original engineering services for the Nesbitt House Renovations. Amend total construction budget by \$25,167.00 from Accommodations Fee.

**Background:** The Nesbit House has renovations that are needed to bring the original addition to meet ADA requirements as well as infrastructure improvements such as doorway enhancements (to meet standard height requirements), electrical upgrades, etc. An RFP, 33005-02-21/22, was placed out for public bid and there were four successful bidders, of which KD-Com LLC. was the lowest construction bid submitted. The general cost of materials has increased, causing an increase in since the original project budget was created.

**Discussion:** Seek approval to award construction contract to KD-Com LLC.

**Recommendation:** Accept \$25,550 from Charleston Visitor Bureau to cover engineering cost associated with the Nesbitt House Renovations. Award contract to lowest successful bidder, KD-Com LLC. in the amount of \$121,567.00.

**Attachment(s):**  
[Bid Tab.pdf](#)



# Bid Tabulation Sheet

Opened: Tuesday, April 19, 2022 @ 11:00 AM  
1003 US Hwy 52, Moncks Corner, SC 29461  
Suite 110 – Procurement Office

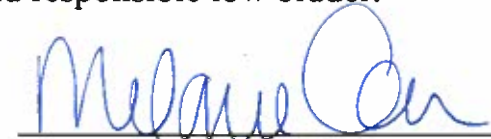
**IFB NUMBER**  
33005-02-21/22

**IFB NAME**  
Nesbitt House Alterations & Addition

<u>Bidder Name</u>	<u>Bid Bond</u>	<u>Addendum 1</u>	<u>Total Bid Amount</u>
IPW Construction Co.	Yes	Yes	\$994,216.00
*KD-Com	Yes	Yes	\$121,567.00
Ballentine Builders	Yes	Yes	\$249,400.00
K&K Industries, Inc.	Yes	Yes	\$235,477.00

\*Denotes the apparent lowest bidder for the referenced solicitation. A recommendation of award will be presented to County Council following review of each submittal to verify the most responsive and responsible low bidder.

  
\_\_\_\_\_  
Procurement Official

  
\_\_\_\_\_  
Witness



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** Magistrate Position Upgrade from Part-Time to Full-Time  
**Prepared By:** Amanda Turner, County Council  
**Date:** April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-23, AN ORDINANCE PROVIDING APPROPRIATIONS FOR THE FISCAL YEAR 2022-2023 BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 FOR BERKELEY COUNTY; TO PROVIDE FOR LEVY OF TAXES ON ALL TAXABLE PROPERTY IN BERKELEY COUNTY FOR ALL COUNTY PURPOSES; TO PROVIDE FOR THE EXPENDITURES OF SAID TAXES AND OTHER REVENUES COMING INTO THE COUNTY FOR THE FISCAL YEAR.**

**Prepared By:**

Shelley Forest, County Council

**Date:**

April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-24, AN ORDINANCE PROVIDING FOR THE ADOPTION OF FISCAL YEAR 2022-2023 (BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023) BUDGETS FOR BERKELEY COUNTY WATER AND SANITATION SEWER AND WATER AND SOLID WASTE FUND; ESTABLISHING OPERATIONAL, DEBT SERVICE, AND CAPITAL IMPROVEMENT BUDGETS FOR WATER AND SEWER AND SOLID WASTE DIVISIONS; AND TO PROVIDE FOR THE EXPENDITURES OF REVENUES COMING INTO BERKELEY COUNTY WATER AND SANITATION SEWER AND WATER AND SOLID WASTE DIVISIONS DURING THE FISCAL YEAR, AND TO AMEND THE CODE OF ORDINANCES, BERKELEY COUNTY, SOUTH CAROLINA, SETTING RATES, CHARGES AND PENALTIES FOR WATER AND SEWER AND SOLID WASTE SERVICE BY BERKELEY COUNTY WATER AND SANITATION.**

**Prepared By:** Shelley Forest, County Council

**Date:** April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO, 22-25, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE DEVON FOREST SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE DEVON FOREST SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

**Prepared By:**

Shelley Forest, County Council

**Date:**

April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-26, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 FOR THE PIMLICO SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE PIMLICO SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

**Prepared By:**

Shelley Forest, County Council

**Date:**

April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-27, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023 FOR THE SANGAREE SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE SANGAREE SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

**Prepared By:**

Shelley Forest, County Council

**Date:**

April 25, 2022

---

**Attachment(s):**





**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-28, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE OPERATIONAL BUDGET OF THE BERKELEY COUNTY SPECIAL FIRE TAX DISTRICT WITHIN THE UNINCORPORATED PORTIONS OF BERKELEY COUNTY; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE SPECIAL FIRE TAX DISTRICT DURING THE FISCAL YEAR.**

**Prepared By:**

Shelley Forest, County Council

**Date:**

April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-29, AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE TALL PINES SPECIAL TAX DISTRICT OPERATIONAL BUDGET; AND TO PROVIDE FOR THE EXPENDITURES OF THE REVENUES RECEIVED BY THE TALL PINES SPECIAL TAX DISTRICT DURING THE FISCAL YEAR.**

**Prepared By:**

Shelley Forest, County Council

**Date:**

April 25, 2022

---

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:** **BILL NO. 22-30, AN ORDINANCE TO PROVIDE A SPECIAL SOURCE REVENUE CREDIT AGREEMENT FOR PROJECT WOOD AND OTHER MATTERS RELATING THERETO.**

**Prepared By:** Kristen Lanier, Economic Development

**Date:** April 25, 2022

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**Background:** Project Wood is a home-grown company doing business in the Charleston region for more than 30 years. This existing industry is in the Town of Summerville and contemplating expanding on their existing buildings to add manufacturing, distribution, and offices for a total of 36,000 SF. The expansion of the facility will require the extension of water, sewer, fiber, and electric throughout the property.

Project Wood will invest \$3.3 million, of which \$2.6 million will be in real property and \$700,000 will be in new tangible personal property. The project will create 25 new jobs averaging \$21.92/hour, several of which are at or above the County's per capita wage.

**Discussion:** Because this is an existing building, the property does not qualify for a traditional FILOT. Company is seeking the same terms provided their 2016 operations, 40% (or the % needed to provide the equivalency of 6%) for 20 years.

**Resolution/Ordinance Body:** AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN BERKELEY COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AS PROJECT WOOD, TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; (2) THE INCLUSION OF PROPERTY TO BE OWNED OR OPERATED BY

PROJECT WOOD IN A MULTI COUNTY INDUSTRIAL PARK; AND  
(3) OTHER MATTERS RELATED THERETO.

**Attachment(s):**



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 22-19, AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG BERKELEY COUNTY, SOUTH CAROLINA, SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE OPERATING COMPANY, AND SCG 7413 MAGI RD., L.P., A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE REAL PROPERTY OWNER (AS SUCCESSOR IN INTEREST TO WEST-SIGNAL INDUSTRIAL PROPERTY D, LLC), TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO. 3/28/2022 - Committee on Finance - Recommendation of Approval; 3/28/2022 - Regular Council - Referred**

**Prepared By:** Kristen Lanier, Economic Development

**Date:** April 25, 2022

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**Attachment(s):**

[Ordinance - First Amendment to FILOT Agreement - Berkeley County \(Project Blue\).docx](#)  
[First Amendment to FILOT Agreement - Berkeley County \(Project Blue\).docx](#)

**BERKELEY COUNTY  
ORDINANCE NO. \_\_\_\_**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG BERKELEY COUNTY, SOUTH CAROLINA, SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE OPERATING COMPANY, AND SCG 7413 MAGI RD., L.P., A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE REAL PROPERTY OWNER (AS SUCCESSOR IN INTEREST TO WEST-SIGNAL INDUSTRIAL PROPERTY D, LLC), TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Berkeley County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “Act”), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the establishment of certain facilities in the County (the “Project”), pursuant to an Ordinance duly enacted by the Council on February 26, 2018, the County, Science Applications International Corporation, a Delaware corporation previously identified as Project Blue Operating Company (“SAIC”), and West-Signal Industrial Property D, LLC, a then Delaware limited liability company (“West-Signal”), entered into that certain Fee in Lieu of Tax and Incentive Agreement, dated as of February 26, 2018 (the “FILOT Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as defined in the FILOT Agreement) and Special Source Credit benefits with respect to the Project, all as set forth in greater detail therein; and

WHEREAS, West-Signal previously conveyed to SCG 7413 Magi Rd., L.P., a Delaware limited partnership previously identified as Project Blue Real Property Owner (as successor in

interest to West-Signal) (“SCG”, and together with SAIC, collectively, the “Companies”), on or about June 15, 2019 (the “SCG Conveyance Date”), title to any and all real property subject to the FILOT Agreement as of the SCG Conveyance Date (collectively, the “SCG Transferred Property”), pursuant to one or more transactions as well as certain documentation relating to the purchase, sale and conveyance of the SCG Transferred Property, including, but not limited to, that certain Limited Warranty Deed by West-Signal to SCG, recorded in the Office of the Register of Deeds of Berkeley County, South Carolina on June 26, 2019 in Book RB 3058 at Page 940 (collectively, the “SCG Assignment”), and, as a result, SCG has, since such time, leased the SCG Transferred Property to SAIC pursuant to the Lease (as defined in the FILOT Agreement”); and

WHEREAS, in consideration of such investment in the County by the Companies, and in accordance with the FILOT Act, the County has determined to (i) approve and ratify the SCG Assignment as of the SCG Conveyance Date, and (ii) approve certain modifications to the FILOT Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the “First Amendment”), the form of which is presented to this meeting, and which is to be dated as of \_\_\_\_\_, 2022, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the First Amendment now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. The County hereby approves and ratifies the SCG Assignment as of the SCG Conveyance Date.

Section 2. The form, provisions, terms, and conditions of the First Amendment presented to this meeting and filed with the Clerk to the Council is hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The County Supervisor/Chairman of the Council is hereby authorized, empowered, and directed to execute the First Amendment in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the County Supervisor/Chairman of the Council is further authorized, empowered, and directed to deliver the First Amendment to the Companies. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 3. The County Supervisor/Chairman of the Council and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the First Amendment.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 5. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]



Enacted and approved, in meeting duly assembled, this \_\_\_ day of \_\_\_\_\_, 2022.

BERKELEY COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Johnny Cribb, Supervisor/Chairman,  
County Council, Berkeley County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Amanda D. Turner, Clerk to County Council,  
Berkeley County, South Carolina

First Reading:        March 28, 2022  
Second Reading:     April 25, 2022  
Public Hearing:        \_\_\_\_\_, 2022  
Third Reading:        \_\_\_\_\_, 2022

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**FIRST AMENDMENT TO  
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

**by and among**

**BERKELEY COUNTY, SOUTH CAROLINA,**

**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

**and**

**SCG 7413 MAGI RD., L.P.**

**Dated as of [\_\_\_\_\_, 2022]**

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**This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of February 26, 2018 by and among Berkeley County, South Carolina, Science Applications International Corporation, and SCG 7413 Magi Rd., L.P. (as successor in interest to West-Signal Industrial Property D, LLC).**

**FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “First Amendment”), dated as of [\_\_\_\_\_, 2022] (the “Effective Date”), by and between **BERKELEY COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**, a Delaware corporation previously identified as Project Blue Operating Company (“SAIC”), and **SCG 7413 MAGI RD., L.P.**, a Delaware limited partnership previously identified as Project Blue Real Property Owner (as successor in interest to West-Signal Industrial Property D, LLC) (“SCG”, and together with SAIC, collectively, the “Companies”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 thereof (the “FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “Act”), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the establishment of certain facilities in the County (the “Project”), and pursuant to an Ordinance duly enacted by the Council on February 26, 2018, the County, SAIC, and West-Signal Industrial Property D, LLC, a then Delaware limited liability company (“West-Signal”), entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of February 26, 2018 (the “FILOT Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT and Special Source Credit benefits to SAIC and West-Signal with respect to the Project as set forth therein; and

WHEREAS, West-Signal previously conveyed to SCG, on or about June 15, 2019 (the “SCG Conveyance Date”), title to any and all real property subject to the FILOT Agreement as of the SCG Conveyance Date (collectively, the “SCG Transferred Property”), pursuant to one or more transactions as well as certain documentation relating to the purchase, sale, and conveyance of the SCG Transferred Property, including, but not limited to, that certain Limited Warranty Deed by West-Signal to SCG, recorded in the Office of the Register of Deeds of Berkeley County, South Carolina on June 26, 2019 in Book RB 3058 at Page 940 (collectively, the “SCG Assignment”),

and, as a result, SCG has, since such time, leased the SCG Transferred Property to SAIC pursuant to the Lease (as defined in the FILOT Agreement); and

WHEREAS, in consideration of investment in the Project by the Companies, and in accordance with Sections 12-44-170(B) and 12-44-40(K) of the FILOT Act, respectively, the County has determined to (i) approve and ratify the SCG Assignment as of the SCG Conveyance Date, and (ii) approve certain modifications to the FILOT Agreement, all as evidenced, memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council approved and ratified the SCG Assignment as of the SCG Conveyance Date and authorized the modifications to the FILOT Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this First Amendment, pursuant to Ordinance No. [\_\_-\_\_-\_\_] duly enacted by the Council on [\_\_\_\_\_], 2022.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the FILOT Agreement.

Section 2. Amendment of FILOT Agreement. The FILOT Agreement is hereby amended as follows:

(a) The Statutorily Required Recapitulation is hereby amended as follows:

i. Item 3 is amended to read as follows:

3. Minimum Investment

\$35,000,000, in the aggregate

ii. Item 9(c) is amended to read as follows:

(c) Special source revenue credits equal to 60% of FILOT payments due for each tax year commencing with the tax year for which the initial FILOT Payment is due with respect to the Project and ending with the tax year for which a FILOT Payment is due with respect to the Project without penalty on or before January 15, 2022, in an amount equal to sixty percent (60%) of each such FILOT Payment.

(b) The second recital is hereby amended to read as follows:

**WHEREAS**, the Companies are considering the establishment and/or expansion of certain manufacturing and related facilities at one or more locations in the County (the “Project”), and anticipate that, should their plans proceed as expected, they will

invest, or cause to be invested, in the aggregate, at least \$35,000,000 in the Project, as set forth in greater detail herein; and

(c) Section 1.01 is hereby amended as follows:

i. The definition of “Agreement” is amended to read as follows:

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended, as permitted herein, including, without limitation, as amended by that certain First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies dated as of [\_\_\_\_\_], 2022.

ii. The definition of “Minimum Contractual Investment Requirement” is amended to read as follows:

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project, within the period commencing on the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Compliance Period, as applicable to SAIC or SCG, whichever is later, by SAIC, SCG, and all Co-Investors, in the aggregate, of at least \$35,000,000 (without regard to depreciation or other diminution in value).

iii. The definition of “Minimum Jobs Requirement” is deleted in its entirety.

iv. The definition of “Property Tax Year” is amended to read as follows:

“*Property Tax Year*” shall mean, with respect to each Company or any other Co-Investor, the annual period which is equal to the fiscal year of such Company, or such other Co-Investor, as the case may be, *i.e.*, with respect to SAIC, the annual period ending on or about January 31 of each year and, with respect to SCG, the period ending on [**December 31**] of each year.

v. The definition of “West-Signal” is deleted in its entirety and the following definition of “SCG” is substituted therefor for purposes of the FILOT Agreement:

“*SCG*” shall mean SCG 7413 Magi Rd., L.P., a Delaware limited partnership previously identified as Project Blue Real Property Owner (as successor in interest to West-Signal Industrial Property D, LLC), and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee or transferee hereunder, which is designated by such entity and approved by the County.

(d) Section 2.03 is hereby amended to read as follows:

Section 2.03. Representations and Warranties by SCG. SCG makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) SCG is a limited partnership validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. SCG's fiscal year end is **[December 31]** and SCG will notify the County of any changes in the fiscal year of SCG.

(b) SCG intends that its portion of the Project serve as facilities for the operation of SAIC's platform integration services and related activities.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing SCG to locate its portion of the Project within the County and the State.

(d) To the best knowledge of SCG, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting SCG in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(e) The first sentence of Section 3.02(a) is hereby amended to read as follows:

As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that each Company and each other Co-Investor (each, a "Credit Eligible Entity") shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment, including, but not limited to, each Negotiated FILOT Payment due from each such Credit Eligible Entity with respect to the Project, for each tax year commencing with the tax year for which the initial Negotiated FILOT Payment is due with respect to the Project and ending with the tax year for which a Negotiated FILOT Payment is due with respect to the Project without penalty on or before January 15, 2022, in an amount equal to sixty percent (60%) of each such FILOT Payment.

(f) The first clause of Section 4.01(d)(ii) is hereby amended to read as follows:

In any instance when any Company or any other Co-Investor, in its discretion, determines any property invested in the Project by such Company or Co-Investor, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project,

(g) Subsection (ii) of Section 5.01(f) is hereby amended to read as follows:

(ii) If the Minimum Contractual Investment Requirement is not satisfied, the Negotiated FILOT shall terminate retroactively and prospectively and the Negotiated FILOT Payments with respect to the Project shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and each Company or other Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to its respective portion of the Project.

(h) The first sentence of subsection (iii) of Section 5.01(f) is hereby amended to read as follows:

If the Minimum Contractual Investment Requirement is not satisfied, the Special Source Credits shall terminate, retroactively and prospectively, and each Credit Eligible Entity shall pay, or cause to be paid, to the County an amount equal to the Special Source Credits theretofore received by such entity.

(i) The first clause of the last paragraph of Section 8.01 is hereby amended to read as follows:

Notwithstanding anything herein to the contrary, failure to meet any investment requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement,

(j) Subsections (e) and (f) of Section 9.03 are hereby amended to read as follows:

(e) As to SCG:

SCG 7413 Magi Rd., L.P.  
Attn: [\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_

(f) with a copy (which shall not constitute note) to:

[\_\_\_\_\_  
Attn: [\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_

(k) **[Exhibit A is hereby amended to insert the following between the second paragraph and the sentence reading “TMS #259-00-00-135”:**

**LESS AND EXCEPT: That certain property conveyed to Berkeley County, South Carolina by Deed dated March 6, 2018 and recorded in Book 2695 at Page 987 on March 14, 2018 in the Register of Deeds Office for Berkeley**

**County.]**

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The FILOT Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in the FILOT Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Pages Follow]



IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

**BERKELEY COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Johnny Cribb, Supervisor/Chairman  
Berkeley County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Amanda D. Turner, Clerk to County Council  
Berkeley County, South Carolina

**SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCG 7413 MAGI RD., L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**STAFF SUMMARY  
FOR COMMITTEE ON FINANCE**

**Topic:**

**BILL NO. 21-80, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN BERKELEY COUNTY AND COOPER RIVER PARTNERS, LLC DBA BUSHY PARK, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT LONGLEAF (THE “COMPANY”) WHEREBY BERKELEY COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO. HISTORY:**  
*11/22/21 Committee on Finance - Recommendation of DENIAL; 11/22/21 County Council - No Action/Denied in Committee; 12/13/21 Committee on Finance - TABLED; 12/13/21 County Council - Tabled in Committee; 1/24/2022 - Committee on Finance - Recommendation of Approval; 1/24/2022 - Regular Council - Referred; 2/28/2022 - Deferred by Applicant; 3/28/2022 - Committee on Finance - Recommendation Approval; 3/28/2022 - Regular Council - Approved and Referred*

**Prepared By:**

Kristen Lanier, Economic Development

**Date:**

April 25, 2022

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**Background:**

Project Longleaf intends to invest over \$7M, \$2M in real property and \$5M in personal property, for infrastructure

support to a new industry.

#### NOTE

Per the company's general counsel, the company has started using a DBA following its formal corporate name. They would like to start eventually being referred to as "Bushy Park" instead of "Cooper River Partners, LLC" – SC does not provide for DBAs for domestic businesses by statute, but the company has been told that you can obtain it by simply using it.

#### **Attachment(s):**

[FILOT Ordinance - Berkeley County \(Project Longleaf\).docx](#)

[FILOT Agreement - Berkeley County \(Project Longleaf\).docx](#)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN BERKELEY COUNTY AND COOPER RIVER PARTNERS, LLC DBA BUSHY PARK, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT LONGLEAF (THE “COMPANY”) WHEREBY BERKELEY COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Berkeley County, South Carolina (the “County”) would like to enter into a Fee-in-Lieu of Tax Agreement with Cooper River Partners, LLC DBA Bushy Park, a South Carolina limited liability company previously identified as Project Longleaf, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”), as the Company has expressed its intent to the County to make, or cause to be made, a capital investment in Berkeley County and to hire, or cause to be hired, full time employees in Berkeley County through the construction of certain infrastructure improvements in connection with one or more existing facilities in the County (the “Project”); and

WHEREAS, as a result of the Company’s desire to undergo the Project, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and the Company dated as of [\_\_\_\_], 2022 (the “FILOT Agreement”) in order to encompass the terms of the Project; and

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the FILOT Act; and

**[WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “MCIP Act”) to provide for payments-in-lieu of taxes (“FILOT Payments”) with respect to property located in a multi-county business or industrial park created under the MCIP Act and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors; and]**

WHEREAS, the Company proposes to construct, or cause the construction of, certain infrastructure improvements in connection with one or more existing facilities in Berkeley County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and

personal property (the “Negotiated FILOT Project”), which the Company has represented will likely consist of a capital investment of at least \$7,000,000 and the creation of employment for approximately 2 new, full-time employees; and

WHEREAS, the Negotiated FILOT Project is located entirely within Berkeley County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the “Incentives”); and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act [**and the MCIP Act**] that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act [**and the entire Negotiated FILOT Project under the MCIP Act for the Incentives**]; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Negotiated FILOT Project in the County, the County Council is enacting this Ordinance, which Ordinance is also intended to serve as an “inducement resolution” for the purposes of Section 12-44-30(11) of the FILOT Act.

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes; and
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council’s investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council, pursuant to the FILOT Act and particularly Section 12-44-40(I) thereof, hereby finds that:

- (a) the Negotiated FILOT Project continues to constitute a “project” as that term is defined in the FILOT Act; and
- (b) the Negotiated FILOT Project will continue to serve the purposes of the FILOT

Act; and

- (c) The investment by the Company in the Negotiated FILOT Project is anticipated to be at least \$7,000,000 to be invested within five (5) years from the end of the property tax year in which initial property comprising all or a portion of the Negotiated FILOT Project is placed in service pursuant to the FILOT Agreement; and
- (d) the Negotiated FILOT Project will be located entirely within the County; and
- (e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and
- (f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality; and
- (g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes; and
- (h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide for Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 6% assessment ratio and a millage rate of 273.7 mills, all in accordance with the FILOT Act and as more fully set forth in the FILOT Agreement.

Section 4. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to



constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 5. Miscellaneous.

- (a) The Supervisor/Chairman of the County Council and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance; and
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina; and
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council; and
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[Section 6. Allocation of MCIP FILOT Revenues.

- (a) **By separate ordinance of the County Council, the County, in cooperation with an adjacent county, shall use its best efforts to designate the site of the Negotiated FILOT Project as a multi-county park pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of a qualifying multi-county industrial/business park agreement (the “MCIP Agreement”). In the FILOT Agreement, the County will agree to use its best efforts to maintain such designation for a term of at least 10 years.**
- (b) **Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for 10 years, commencing with the first year in which property that is a part of the Negotiated FILOT Project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes payable to the County in accordance with the terms of the MCIP Agreement, after deducting any amounts distributed to the partner county, will be distributed to the County and the other overlapping taxing entities, as set forth in greater detail in the MCIP Agreement and the related implementing ordinances of the County.]**

*[Remainder of this page intentionally left blank]*

**ORDAINED this [ ] day of [ ], 2022.**

**BERKELEY COUNTY, SOUTH CAROLINA**

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John P. Cribb, County Supervisor  
Chairman, Berkeley County Council

ATTEST:

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Amanda D. Turner  
Clerk to Berkeley County Council

Approved as to form:

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John O. Williams, II  
Berkeley County Attorney

First Reading: January 24, 2022  
Second Reading: March 28, 2022  
Public Hearing: [ ], 2022  
Third Reading: [ ], 2022

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FEE-IN-LIEU OF TAX AGREEMENT

by and between

BERKELEY COUNTY, SOUTH CAROLINA

and

COOPER RIVER PARTNERS, LLC DBA BUSHY PARK

Dated as of [\_\_\_\_\_], 2022

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## FEE-IN-LIEU OF TAX AGREEMENT

THIS FEE-IN-LIEU OF TAX AGREEMENT is dated as of [\_\_\_\_\_], 2022, by and between BERKELEY COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and COOPER RIVER PARTNERS, LLC DBA BUSHY PARK, a South Carolina limited liability company previously identified as Project Longleaf, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended (the “Code”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Company proposes to construct, or cause the construction of, infrastructure improvements in connection with one or more existing facilities in the County (the “Project”); and

WHEREAS, the Company anticipates that the Project will result in the creation of approximately 2 new, full-time jobs and an investment of at least \$2,000,000 in real property in the County and at least \$5,000,000 in personal property in the County; and

WHEREAS, the Council approved an Ordinance, enacted on [\_\_\_\_\_], 2022, authorizing the County to enter into this Agreement with the Company; and

WHEREAS, as a result of the Company contemplating locating the Project in the County, the Company requested that the County complete the FILOT arrangement referred to in that certain Ordinance referred to above and approved by County Council on [\_\_\_\_\_], 2022 by entering into this Fee-in-Lieu of Tax Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act; and

WHEREAS, for the Project, the parties have also determined that the Company is a Project Sponsor and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, this Fee-in-Lieu of Tax Agreement by and between the County and the Company and dated as of [\_\_\_\_\_], 2022 is referred to herein as the “Agreement”; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

#### Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act, except as expressly provided in paragraph (b) below, to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with all of the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company’s noncompliance that are within the County’s control.

#### (b) Recapitulation.

1. Legal name of each initial party to this Agreement:  
Cooper River Partners, LLC DBA Bushy Park and Berkeley  
County, South Carolina
2. County and street address of the project and property to be subject  
to this Agreement:  
  
[\_\_\_\_\_]  
Berkeley County, South Carolina
3. Minimum investment agreed upon:  
\$2,000,000 (real property)  
\$5,000,000 (personal property)
4. Length and term of this Agreement:  
10 years for each annual increment of investment in the Project  
during the Investment Period.

5. Assessment ratio applicable for each year of this Agreement:  
6%
6. Millage rate applicable for each year of this Agreement:  
Every year of the term: 273.7 mills
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement:  
Waived by the County and the Company
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities:  
Waived by the County and the Company
9. Statements:
  - (a) The Project is to be located in a multi-county park;
  - (b) Disposal of Project property subject to FILOT payments is allowed;
  - (c) FILOT payments will not be modified using a net present value calculation; and
  - (d) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this Recapitulation.  
Waived by the County and the Company
11. Description of the effect upon the schedules required by items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8)  
Waived by the County and the Company
12. Which party or parties to this Agreement are responsible for updating any information contained in this Recapitulation:  
The Company

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“Act” or “Simplified FILOT Act” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“Administration Expense” shall mean the reasonable and necessary expenses actually incurred by the County with respect to this Agreement and the Multi-County Park Agreement, including without limitation reasonable and actual attorneys’ fees (such attorneys’ fees will not exceed \$5,000 without prior written consent of the Company), but excluding any expenses incurred

by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under Section 11.03 hereof; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” shall mean this Fee-in-Lieu of Tax Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of [\_\_\_\_\_], 2022.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“Company” shall mean Cooper River Partners, LLC DBA Bushy Park, a South Carolina limited liability company previously identified as Project Longleaf, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.02 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved or ratified by the County. Except as required by law, the County’s subsequent approval or ratification of an assignee hereunder shall not be required if the subsequent assignee is a member of the Controlled Group.

“Company Affiliate” shall mean any Affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(20) of the Code; provided, however, that such Affiliate must be specifically approved by the County as a sponsor affiliate and must agree in writing to be bound by this Agreement as to any investment by such sponsor affiliate to be subject to FILOT Payments hereunder.

“Controlled Group” shall mean the Company and all Company Affiliates.

“County” shall mean Berkeley County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“County Council” shall mean the governing body of the County and its successors.

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

“Economic Development Property” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.



“Equipment” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Controlled Group and installed as part of the Project during the Investment Period in accordance with this Agreement.

“Event of Default” shall mean an Event of Default as defined in Section 11.01 hereof.

“Existing Property” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by any member of the Controlled Group during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (b) property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County prior to the execution of this Agreement pursuant to Section 12-44-40(E) of the Code, which property shall qualify as Economic Development Property; or (c) modifications which constitute an expansion of Existing Property.

“FILOT” shall mean the fee-in-lieu of taxes, which the Company and/or any Company Affiliate is obligated to pay to the County pursuant to Section 5.01 hereof.

“FILOT Payments” shall mean the payments to be made by the Company and/or any Company Affiliate pursuant to Section 5.01 hereof.

“FILOT Revenues” shall mean the revenues received by the County from payment of the FILOT by the Company and/or any Company Affiliate.

“Indemnified Parties” shall have the meaning ascribed thereto in Section 8.03 hereof.

“Investment Period” shall mean, initially, the period beginning with the first day that the Controlled Group purchased or purchases Economic Development Property, whether before or after the date of this Agreement, and ending on the date that is five years from the end of the property tax year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, unless extended by written agreement of the County and the Company, all in accordance with Section 12-44-30(13) of the Code.

“Investment Requirement” shall mean the minimum investment the Controlled Group shall make in the Project to receive the incentives described herein, as such term is defined in Section 4.01 hereof.

“Land” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto, as Exhibit A may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with [Williamsburg County, dated April 24, 1995, as amended] (the “Multi-County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT” or “Negotiated FILOT Payment” shall mean the FILOT payments due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“Non-Qualifying Property” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company or any members of the Controlled Group incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03 hereof. The Company agrees that the real estate improvements placed in service on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by the Company or any member of the Controlled Group including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including, without limitation, the Equipment; and any Replacement Property.

“Real Property Investment” shall have the meaning ascribed thereto in Section 4.01 hereof.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“Replacement Property” shall mean all property placed in service in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(f) hereof and Section 12-44-60 of the Code.

“Simplified FILOT Act” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“State” shall mean the State of South Carolina.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act and the Multi-County Park Act and to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project (other than the Non-Qualifying Property) as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to cause the Land to be located within the Multi-County Park, and the County will use its best faith efforts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) The authorization, execution, and delivery of this Agreement and the performance by the county of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County any existing law or provisions of the Constitution of the State.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT and the Multi-County Park have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company hereby commits to satisfy, or cause the satisfaction of, the Investment Requirement by the end of the Investment Period. The Investment Requirement shall not include any amount paid by the Company, or any Company Affiliate for real estate improvements placed in service on the Land as of the date of this Agreement. The Company agrees to satisfy, or cause the satisfaction of, and maintain, or cause the maintenance of, the Real Property Investment throughout the entire term of the FILOT.

(e) If the Company fails to meet, or cause to be met by the Controlled Group, the Investment Requirement, then this Agreement shall terminate and the Company and any other Company Affiliate shall repay the benefits received for any of the previous years constituting the Investment Period as if the Investment Requirement was not met.

(f) The income tax year of the Company, and accordingly the property tax year, for federal income tax purposes is December 31.

(g) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default hereunder or an “Event of Default” as defined herein.

(h) **[The Company intends for the Project to serve one or more existing facilities in the County, and to serve such other purposes permitted under the Act as the Company may deem appropriate.]** The Project constitutes a “project” and “economic development property” as provided under the Act.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company and any Company Affiliate in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company’s purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company and any Company Affiliates the benefits of the Negotiated FILOT Payments and the Multi-County Park in consideration of the Company’s decision to locate the Project within Berkeley County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act and the Multi-County Park Act. In the event that a court of competent jurisdiction holds that the Simplified FILOT Act or the Multi-County Park Act is unconstitutional or that this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company and each other Company Affiliate designated by the Company pursuant to the Streamlined FILOT Act with respect to each such entity’s respective portion of the Project and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company and any Company Affiliate receives the benefits of the Negotiated FILOT and the Multi-County Park Act as contemplated by this Agreement.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Designation. [The County agrees to use its best efforts to designate the Project, including, but not limited to, the Land, as part of a Multi-County Park, if not already so designated, and agrees to maintain such property within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide for all jobs created at the Project through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.]

#### ARTICLE IV

##### INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Company in Project. For the Project, the Company, together with any Company Affiliates, agrees to invest, or cause to be invested, approximately Two Million Dollars (\$2,000,000) (without regard to depreciation or other diminution in value) in land, buildings, and other real property improvements, in the aggregate, (the “Real Property Investment”) and Five Million Dollars (\$5,000,000) (without regard to depreciation or other diminution in value) in machinery, equipment, and other personal property, in the aggregate, at the Project by the end of the initial Investment Period (collectively, the “Investment Requirement”). The Investment Requirement shall not include any amount paid by the Company or any Company Affiliates for real estate improvements placed in service on the Land as of the date of this Agreement. The Company, together with any Company Affiliates, agrees to satisfy, or cause the satisfaction of, and maintain, or cause the maintenance of, the Real Property Investment throughout the entire term of the FILOT.

##### Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue not later than 30 days after execution and delivery of this Agreement to the County Treasurer, Assessor, Economic Development Director and County Attorney and the auditor and assessor of each other county which is a party to the Multi-County Park Agreement. Each year during the term of this Agreement, the Company and each Company Affiliate shall deliver to the County Auditor, County Treasurer, Assessor, Economic Development Director and County Attorney a copy of their most recent annual filings made with the Department of Revenue with respect to its respective portion of the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) The Company agrees to obtain the written consent of the County prior to applying for a reclassification of, or attempting to reclassify, any asset(s) comprising the Project and previously reported to the Department of Revenue pursuant to this Section 4.02 from real property to personal property or, conversely, from personal property to real property.

(c) The Company and each Company Affiliate agrees to maintain such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, “Filings”).

(d) Notwithstanding any other provision of this Section, the Company and each Company Affiliate may designate with respect to any Filings delivered to the County segments thereof that the Company or such Company Affiliate believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform to all written requests made by the Company or any such Company Affiliate with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of the Code, the County shall notify the Company and each Company Affiliate of the request and, subject to the time constraints imposed by such law, give the Company and such Company Affiliate the opportunity to designate those portions of its respective portion of the Project, which the Company and such Company Affiliate believe to be confidential or proprietary. To the extent permitted by law, the County shall not release information which has been designated as confidential or proprietary by the Company and each Company Affiliate.

Section 4.03 Modification of Project. As long as no Event of Default exists hereunder, the Company and each Company Affiliate shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(a) The Company or any Company Affiliate may, at its own expense, add to the Project any real and personal property as the Company or such Company Affiliate in its discretion deems useful or desirable.

(b) In any instance where the Company or any Company Affiliate in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Company Affiliate may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County, as such may be permitted under the Simplified FILOT Act.

(c) The Company or any Company Affiliate may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b) hereof.

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Company Affiliate shall pay, or cause to be paid, annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, on or before the date, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due for the Project with respect to each property tax year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property were it taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; plus

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the ten (10) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraph (c) below (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the real property improvements and the Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate of 273.7 mills for the entire term of this Agreement, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Company Affiliate disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03(b) hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that Project property or any portion thereof is damaged or destroyed, lost or stolen, or subject to condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any Company Affiliate, as provided in Section 7.01 hereof;



(iii) to increase such payments in the event the Company or any Company Affiliate adds property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any Company Affiliate elects to convert any portion of the Economic Development Property from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(c).

(e) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company and Company Affiliate to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Company Affiliate to the County in property taxes if the Company had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(f) Upon the placing in service of any Replacement Property for any portion of the Economic Development Property removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or any Company Affiliate, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payment for the period of time remaining on the ten-year FILOT period for the property which it is replacing.

(ii) All Replacement Property which qualifies for the Negotiated FILOT Payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to Negotiated FILOT Payment which the Replacement Property is replacing.

(g) In the event that the Act or the Negotiated FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or

unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company and any Company Affiliates the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company and any Company Affiliate shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation.

## ARTICLE VI

### DEFAULT

Section 6.01. Defaulted Payments. In the event the Company should fail to make, or cause to be made, any of the payments required to be made under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 6.02. Failure to Reach Investment Requirement. If the Company fails to satisfy, or cause the satisfaction of, the Investment Requirement by the end of the Investment Period, then this Agreement shall terminate and the Company shall repay, or cause to be repaid, the benefits received pursuant to this Agreement for any of the previous years constituting the Investment Period as if the minimum investment requirement set forth in the Act was not met.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose authorized pursuant to the Act.

Section 8.02. Assignment. The Company agrees that the County shall, subject to the provisions set forth in the definition of “Company” in Section 1.01 hereof and in Section 9.01 hereof, have the sole discretion to allow, or not allow, the assignment of any of the incentives or benefits identified herein. The Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 8.03. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by, the Company, or any of its agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event,

the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnification Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and each Company Affiliate may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to another member of the Controlled Group, any of the Company Affiliates (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such Company Affiliate shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company or such Company Affiliate hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company or such Company Affiliate hereunder, but all obligations of the Company or such Company Affiliate hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, such Company Affiliate, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or such Company Affiliate and the transferee shall comply with all other requirements of the

Transfer Provisions. The County agrees that, to the extent allowed by law, any consent hereunder (such consent shall be in the sole discretion of the County) may be approved and evidenced by a resolution of County Council.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company or such Company Affiliate with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company or any Company Affiliates with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Negotiated FILOT arrangement set forth herein has a term of ten (10) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree in writing to terminate this Agreement at any time, or the Company or any Company Affiliate, may, at its option, terminate this Agreement at any time with respect to all, or any part of, its respective portion of the Project upon providing the County thirty (30) days' written notice of such termination, in which event all, or any part of, its respective portion of the Project so terminated shall be subject to *ad valorem* taxes from the date of termination.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; or

(c) a cessation of operations at the Project. For the purposes of this Agreement, a “cessation of operations” means a publicly announced closure of the Project or a cessation in operations, in either case, following commencement of operations, at the Project that continues for a period of twelve (12) consecutive months.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any Company Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any Company Affiliate of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any Company Affiliate of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Berkeley County, South Carolina  
Attn: Economic Development Director  
1003 Highway 52  
P.O. Box 6122  
Moncks Corner, South Carolina 29461  
Phone: (843) 719-4096

With a copy to (which shall not constitute notice):

Berkeley County, South Carolina  
Attn: Berkeley County Attorney  
Post Office Box 6122  
Moncks Corner, South Carolina 29461  
Phone: (843) 719-4010

(b) As to the Company:

Cooper River Partners, LLC DBA Bushy Park  
Attn: Kent Fonvielle, President  
1588 Bushy Park Road

Goose Creek, South Carolina 29445  
Phone: 843-820-6139

With a copy to (which shall not constitute notice):

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201  
Phone: (803) 540-2188

Section 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.09. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.11. Force Majeure. The Company and/or any Company Affiliate shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the reasonable control of the Company and/or such Company Affiliate.



*[SIGNATURE PAGES TO FOLLOW]*

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Fee-in-Lieu of Tax Agreement to be effective as of the [\_\_] day of [\_\_\_\_], 2022.

BERKELEY COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Name: John P. Cribb  
Title: Supervisor/Chairman, Berkeley County  
Council

ATTEST:

By: \_\_\_\_\_  
Name: Amanda D. Turner  
Title: Clerk to Berkeley County Council

COOPER RIVER PARTNERS, LLC DBA BUSHY  
PARK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

LAND DESCRIPTION

**[To be updated]**