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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL WORKSESSION AGENDA
January 14, 2025

STATEMENT OF MEDIA NOTIFICATION

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

WORKSESSION - City Hall, Planning Conference Room, 1st Floor - 5:00 PM

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

I. CALL TO ORDER

- A. Philip Cromer, Mayor

II. EMPLOYEE NEW HIRE RECOGNITION

- A. Capital Improvements Program Coordinator - Zarah Sodergren
- B. Community Development Department - Christopher Klement
- C. GIS Technician- Kat Kirkland
- D. Police Department - Dwight Bryant, Allison Peachey, Trevor Poulin

III. PRESENTATION

- A. Update on Mural for Marina Restroom Building
- B. Fiscal Year 2024 Annual Comprehensive Financial Report

IV. DISCUSSION ITEMS

- A. Memorandum of Understanding (MOU) with Beaufort Jasper Housing Trust (BJHT) for administration of a Housing Repair Program
- B. Request for Memorialization and Renaming Southside Loop

V. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/6/2025
FROM: Linda D. Roper
AGENDA ITEM TITLE: Update on Mural for Marina Restroom Building
MEETING DATE: 1/14/2025
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

The plan for a mural as an addition of art in Downtown Beaufort began as an initiative of the Cultural District Advisory Board in 2019. Then when the City inherited Main Street Beaufort, a strategic planning session was held with Main Street SC in January 2020 one of the initiatives include the addition throughout the downtown.

After the Cultural District completed two rounds of the Art Benches, they were ready to do the mural. There was process in which there was an advertisement for artists to submit artwork and the board voted on the submissions.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proposed Mural on Marina Restroom Building	Cover Memo	1/6/2025

Proposed Mural on Restroom Building in Marina Parking Lot

Mural Design Process

Main Street Beaufort's strategic plan includes the addition of public art within the district. One of the desired pieces was a Welcome to Beaufort mural on the restroom building in the Marina parking lot as this is where many of the tourists visit. It is also where the motorcoaches park.

Knowing the mural would need to appeal to many, we approached the Cultural District Advisory Committee to choose the artist. Adding art in the district, was also one of their initiatives so the committee set out to find an artist and a fitting mural. The committee decided to have a contest.

The contest was posted to social media and 35 artists submitted a portfolio for the mural. The CDAB and city staff reviewed through all the artists' portfolios and narrowed it down to 3 individuals. Once the finalists were chosen, interviews of the artists by city staff and the Cultural District Advisory Board were conducted and the winner, Julia Alexis, was chosen. The design the Artist proposed encompasses the history, beauty and a welcome to Beaufort.

The mural will stretch the first section of the building, and have oak limbs and moss continue to the second side to seamlessly taper off the design.



Option 1 Scenery

The artist provided a few options with varying elements, and they are asking for some melding of the scenery from the three (3) renderings to include:

The look of the buildings of waterfront park should be Beaufort's buildings with the raised waterfront as in option 2.

The font should be the darker yellow/gold.

The placement of Beaufort should be higher and be "SC" instead of spelled out.





Option 3 Scenery



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/7/2025
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Fiscal Year 2024 Annual Comprehensive Financial Report
MEETING DATE: 1/14/2025
DEPARTMENT: Finance

BACKGROUND INFORMATION:

David Irwin, Audit Partner with Mauldin & Jenkins, will present financial and compliance audit from City of Beaufort's FY 2024 Annual Comprehensive Financial Report.

Alan Eisenman, Finance Director, will present financial overview of FY 2024 Annual Comprehensive Financial Report.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Financial and Compliance Audit Presentation	Presentation	1/7/2025
Annual Comprehensive Financial Report Overview Presentation	Presentation	1/7/2025

City of Beaufort, South Carolina



Financial & Compliance Audit – June 30, 2024



Presented by:

David Irwin, CPA

Partner



Purpose of Today's Presentation

- **Overview of:**
 - **Independent Auditor's Report**
 - **Compliance Reports**
 - **Financial Statements**
- **Required Communications**
- **Answer Any Questions**

Audit Opinion

- **City: responsible for financial statements.**
- **M&J: to express opinions.**
- **Auditing Standards = *Generally Accepted Auditing Standards and Governmental Auditing Standards***
- **Financial Audit : Unmodified (Clean) Opinion**
 - **Highest level of Assurance**
 - **Financial Statements are fairly presented in all material respects, in accordance with GAAP**

Compliance Reports

Financial Report contains two (2) Compliance Reports:

- **Single Audit Report**
 - **Compliance audit**
 - **Required > \$750k in federal expenditures**
 - **Unmodified (Clean) Opinion**
- **Yellow Book Report**
 - **Report on City's Internal Controls and Compliance**
 - **Not Intended to Provide an Opinion**
 - **No Material Weaknesses or Significant Deficiencies Noted During Our Audit**

Overview of Financial Statements

- **City prepares an Annual Comprehensive Financial Report (ACFR)**
- **ACFR goes above and beyond basic reporting requirements**
- **Submitted annually to Government Finance Officers Association (GFOA)**
- **City awarded ACFR Certificate for 17th year in a row**

Overview of Financial Statements

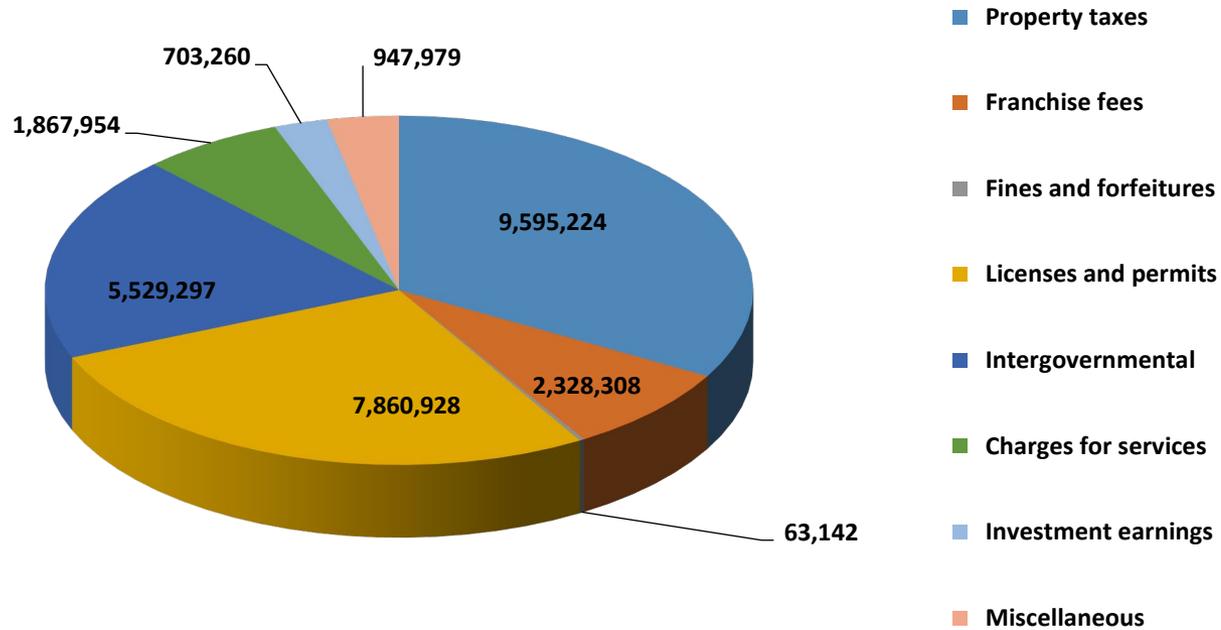
- **Management’s Discussion & Analysis (MD&A)**
 - **Written by Management**
 - **Introduces and Summarizes Basic Financial Statements**
 - **Comparative Information**

- **City’s Financial Statements Include Three (3) Components**
 - **Government-Wide Financial Statements**
 - **Fund Level Financial Statements**
 - **Notes to the Financial Statements**

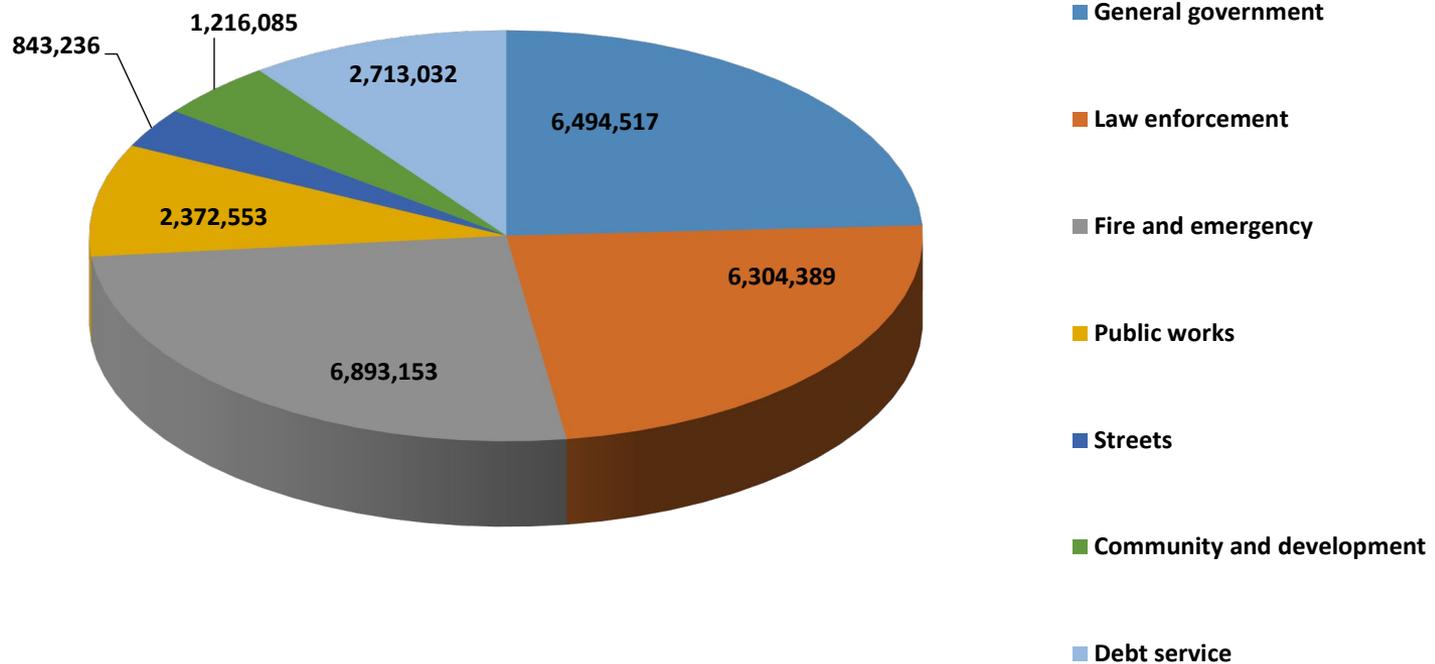
Government-Wide Financial Statements

- **\$117.6 Million = total assets and deferred outflows**
- **\$71.2 Million = capital assets, net of A/D**
- **\$59.2 Million = total liabilities and deferred inflows**
- **\$58.4 Million = net position *(or equity)***
- **\$33.6 Million = revenues (\$34.4M in FY23)**
- **\$40.2 Million = expenses (\$31M in FY23)**
- **Increase in Net Position of \$6.6M vs \$3.3M increase in PY**

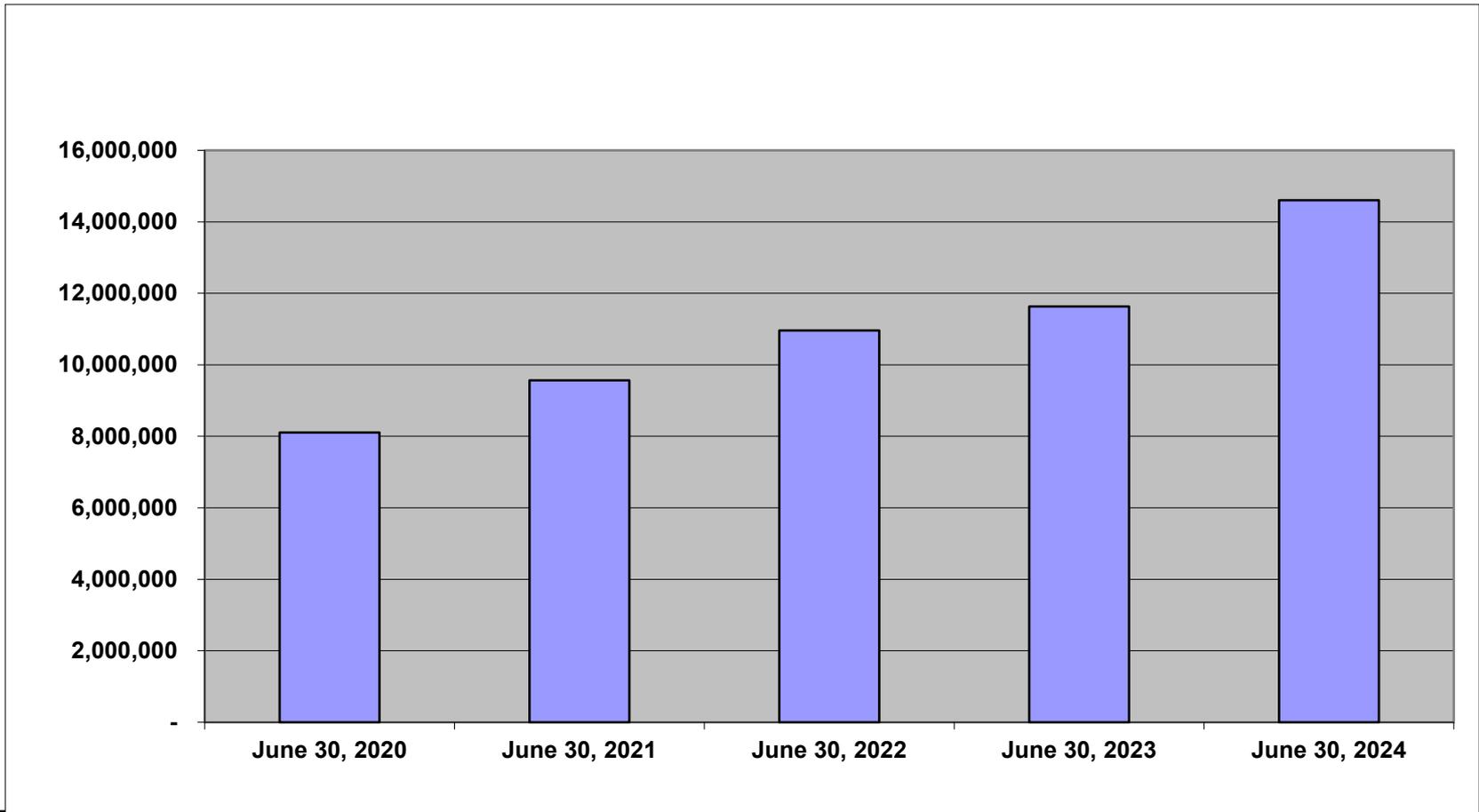
General Fund Revenues



General Fund Expenditures



General Fund - Fund Balance History



Importance of Maintaining a Strong Fund Balance

- **Cash flow through beginning of next fiscal year**
- **Significant emergencies and unanticipated expenditures (i.e. weather-related costs)**
- **Flexibility for discretionary funding needs**
- **Potential for better interest rates on debt issues**
- **Important in uncertain economic times**

Required Communications

- **Clean Opinion and No Audit Findings**
- **We Received Full Cooperation from Management and Staff**
- **No Disagreements with Management**
- **No Significant Issues Discussed with Management**
- **No Uncorrected Misstatements**
- **We are Independent of the City as Required by Government Auditing Standards**

Closing

We appreciate the opportunity to serve the City of Beaufort and look forward to serving the City in the future.



Annual Comprehensive Financial Report Overview

Fiscal Year Ended June 30, 2024

January 14, 2025



Management Discussion and Analysis

INTRODUCTION

As management of the City of Beaufort, SC, we offer readers of the City of Beaufort's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2024. Management encourages readers to consider the information presented within this discussion and analysis in conjunction with additional information presented as part of this report. Readers are directed to the transmittal letter, financial statements, notes to the financial statements and statistical information to enhance their understanding of the City's financial performance.

This report presents the financial highlights for the fiscal year ending June 30, 2024 and contains other supplementary information.



The following table presents a summary of the City's Net Position as of June 30, 2024.

	<u>2024</u>	<u>2023</u>	<u>Change</u>	<u>% Change</u>
Assets:				
Current and other assets	\$ 43,291,975	\$ 33,609,905	\$ 9,682,070	28.81%
Capital assets	71,175,720	69,532,509	1,643,211	2.36%
Total assets	<u>114,467,695</u>	<u>103,142,414</u>	<u>11,325,281</u>	<u>10.98%</u>
Deferred outflows of resources:				
Deferred loss on debt refunding	181,940	232,715	(50,775)	-21.82%
Deferred pension charges	2,946,983	2,725,610	221,373	8.12%
Total deferred outflows of resources	<u>3,128,923</u>	<u>2,958,325</u>	<u>170,598</u>	<u>5.77%</u>
Liabilities:				
Long-term liabilities	45,221,343	40,878,483	4,342,860	10.62%
Other liabilities	13,446,356	12,807,101	639,255	4.99%
Total liabilities	<u>58,667,699</u>	<u>53,685,584</u>	<u>4,982,115</u>	<u>9.28%</u>
Deferred inflows of resources:				
Deferred pension credits	549,049	618,280	(69,231)	-11.20%
Net position:				
Net investment in capital assets	47,587,663	46,522,947	1,064,716	2.29%
Restricted	15,118,227	12,570,200	2,548,027	20.27%
Unrestricted	(4,326,020)	(7,296,272)	2,970,252	40.71%
Total net position	<u>\$ 58,379,870</u>	<u>\$ 51,796,875</u>	<u>\$ 6,582,995</u>	<u>12.71%</u>

Government-Wide Financial Highlights

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$58,379,870 (net position). Unrestricted net position is reported as (\$4,326,020) due to the effects of reporting net pension liability in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27, which is not an accurate representation of the City's financial position to meet the government's ongoing obligations to citizens and creditors. Excluding net pension liability (\$18,413,709) from net position, results in \$14,087,689 unrestricted net position available to meet the City's ongoing obligations to citizens and creditors.
- The City's total cash position at June 30, 2024 was \$40,438,725 compared to \$31,324,769 at June 30, 2023, an increase primarily due to the City's prudent spending while realizing a surge in economic growth along with an issuance of \$7,100,000 hospitality and accommodations fee revenue bonds in January 2024.
- As of June 30, 2024, the City's long-term indebtedness, including the liability for accrued vacation and net pension liability, had increased a net of \$4,802,076 from June 30, 2023. The \$7,100,000 revenue bonds issuance contributed to the increase in debt along with \$1,884,877 decrease from scheduled debt payments led to the overall net increase.
- The City's bond rating from Standard & Poor's is AA and an Aa2 rating from Moody's Investors Services for general obligation debt.
- Property taxes support 35.7% of the governmental services to citizens and the community in fiscal year 2024.



The following table presents a summary of the City's Statement of Activities as of June 30, 2024.

	2024	2023	Change	% Change
Revenues:				
Program Revenues				
Charges for services	\$ 16,757,852	\$ 15,409,619	\$ 1,348,233	8.75%
Operating grants and contributions	4,084,295	2,981,357	1,102,938	36.99%
Capital grants and contributions	949,262	33,716	915,546	2715.46%
General Revenues				
Taxes	15,740,559	14,255,727	1,484,832	10.42%
Other	2,695,613	1,688,307	1,007,306	59.66%
Total Revenues	40,227,581	34,368,726	5,858,855	17.05%
Expenses:				
General Government	8,910,386	9,015,738	(105,352)	-1.17%
Law Enforcement	7,248,593	5,450,867	1,797,726	32.98%
Fire and emergency	7,069,621	6,827,431	242,190	3.55%
Public works	3,187,849	3,373,369	(185,520)	-5.50%
Culture and recreation	2,336,789	1,918,674	418,115	21.79%
Streets	1,321,481	1,520,327	(198,846)	-13.08%
Community development	2,667,960	2,215,092	452,868	20.44%
Interest	901,907	710,237	191,670	26.99%
Total Expenses	33,644,586	31,031,735	2,612,851	8.42%
Change in net position	6,582,995	3,336,991	3,246,004	97.27%
Net position - beginning of year	51,796,875	48,459,884	3,336,991	6.89%
Net position - end of year	\$ 58,379,870	\$ 51,796,875	\$ 6,582,995	12.71%

Government-Wide Revenue Highlights

Overall revenues increased \$5,858,855 or 17.1% over the preceding year. Key elements of significant changes in governmental activity revenues are as follows:

- Charges for service increased \$1,348,233 or 8.8% primarily as a result of development growth increasing licenses and permit revenues (\$1,180,657).
- Operating grants and contributions increased a net \$1,102,938 or 37% which is mostly due from a federal American Rescue Plan Act (ARPA) grant revenue recognized during the fiscal year for an increase of \$968,710.
- Capital grants and contributions decreased by \$915,546 or 2,715% primarily as result of capital grants for infrastructure related to Allison Road Project project that began construction towards the end of the fiscal year 2024 and Downtown Drainage Projects continued in the engineering and design phase.
- Taxes increased a net \$1,484,832 or 10.4%. Property taxes increased \$1,104,596 from growth in assessed property values and accommodations and hospitality taxes increased \$373,864 as tourism activity improved and exceeded pre-pandemic levels.
- Other General Revenues increased a net \$1,007,306. The City recognized an increase in investment earnings of \$960,213 due to a rising interest rate market.



Government-Wide Expense Highlights

Overall expenses increased \$2,612,851 or 8.4% over the preceding year. Significant changes in expenses within governmental activities are as follows:

- Law enforcement expenses increased \$1,797,726 or 32.9% predominately from a combination of personnel and benefit increase of \$631,697 along with two additional school resource officers funded through a state grant and recording amortization expenses related to the City's implementation of GASB 87 Leases.
- Fire and emergency expenses increased \$242,190 or 3.5% mostly due to repairs made on wrecked fire truck which was covered by insurance.



The following is Statement of Revenues, Expenditures, and Changes in Fund Balance as of June 30, 2024.

	General Fund	TIF II Fund	Capital Projects Fund	Parks and Tourism Fund	American Rescue Plan Act Fund	Stormwater Fund	Other Governmental Funds	Total Governmental Funds
REVENUES								
Property taxes	\$ 9,595,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,595,224
Other taxes	-	-	-	4,439,573	-	-	1,213,924	5,653,497
Franchise fees	2,328,308	-	-	-	-	-	-	2,328,308
Fines and forfeitures	63,142	-	-	-	-	-	-	63,142
Licenses and permits	7,860,928	-	-	-	-	-	86,440	7,947,368
Intergovernmental	5,529,297	-	949,262	-	1,426,354	-	-	7,904,913
Charges for services	1,867,954	-	-	724,950	-	1,299,927	-	3,892,831
Investment earnings	703,260	185,888	95,668	323,577	314,037	83,666	35,713	1,741,809
Miscellaneous	947,979	-	-	-	-	-	5,823	953,802
Total revenues	<u>28,896,092</u>	<u>185,888</u>	<u>1,044,930</u>	<u>5,488,100</u>	<u>1,740,391</u>	<u>1,383,593</u>	<u>1,341,900</u>	<u>40,080,894</u>
EXPENDITURES								
Current:								
General government	6,494,517	-	-	-	221,447	-	669,911	7,385,875
Law enforcement	6,304,389	-	-	1,391,557	-	-	24,496	7,720,442
Fire and emergency	6,893,153	-	-	-	-	-	-	6,893,153
Public works	2,372,553	-	-	-	-	678,199	-	3,050,752
Culture and recreation	-	-	-	1,619,682	-	-	-	1,619,682
Streets	843,236	-	-	-	-	-	-	843,236
Community development	1,216,085	-	-	940,173	-	-	-	2,156,258
Debt Service:								
Principal	2,247,706	-	-	266,877	-	330,000	107,110	2,951,693
Interest and other charges	465,326	-	-	135,104	-	183,955	22,129	806,514
Capital Outlay	-	21,562	4,259,755	93,910	669,669	-	-	5,044,896
Total expenditures	<u>26,836,965</u>	<u>21,562</u>	<u>4,259,755</u>	<u>4,447,303</u>	<u>891,116</u>	<u>1,192,154</u>	<u>823,646</u>	<u>38,472,501</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,059,127</u>	<u>164,326</u>	<u>(3,214,825)</u>	<u>1,040,797</u>	<u>849,275</u>	<u>191,439</u>	<u>518,254</u>	<u>1,608,393</u>
OTHER FINANCING SOURCES (USES)								
Issuance of revenue bonds	-	-	-	7,100,000	-	-	-	7,100,000
Issuance of leases	821,430	-	-	-	-	-	-	821,430
Issuance of subscription arrangements	5,561	-	-	-	-	-	-	5,561
Transfers in	84,446	-	2,097,948	-	-	-	-	2,182,394
Transfers out	-	(5,492)	-	(1,324,644)	(535,238)	(232,574)	(84,446)	(2,182,394)
Total other financing sources (uses)	<u>911,437</u>	<u>(5,492)</u>	<u>2,097,948</u>	<u>5,775,356</u>	<u>(535,238)</u>	<u>(232,574)</u>	<u>(84,446)</u>	<u>7,926,991</u>
Net change in fund balances	2,970,564	158,834	(1,116,877)	6,816,153	314,037	(41,135)	433,808	9,535,384
Fund balances - beginning	11,630,551	3,674,010	2,522,271	3,471,717	169,934	1,772,251	1,281,307	24,522,041
Fund balances - ending	<u>\$ 14,601,115</u>	<u>\$ 3,832,844</u>	<u>\$ 1,405,394</u>	<u>\$ 10,287,870</u>	<u>\$ 483,971</u>	<u>\$ 1,731,116</u>	<u>\$ 1,715,115</u>	<u>\$ 34,057,425</u>

General Fund Revenue Highlights

General fund revenues increased \$4,610,525 or 18.9% from the prior year. The significant changes are primarily attributed to the following:

- Property taxes reported a 10.5% increase totaling \$916,170. This increase is primarily related to a growing tax base as the housing market reached unprecedented levels.
- Licenses and permits increased \$866,984 or 12.4% mostly due to record growth for business licenses as the economy continues to improve post pandemic.
- An increase of \$903,278 or 19.5% is reported in intergovernmental revenue as the City received for the first time a \$264,531 state grant for two additional school resource officers in public schools, a \$252,582 increase from Town of Port Royal for shared costs related to fire services and a \$100,000 grant for opioid abatement program.
- Charges for services increased \$695,160 or 59.2% as the City made a change effective January 2023 to charge residential garbage collection fees on their annual property tax bill, rather than on their monthly water bills.
- Interest earnings revenue increased \$386,531 or 122% as a result of a rising interest rate market on the City's investments.
- Miscellaneous revenues increased \$681,692 or 256% due to one-time revenues from property sales of \$383,288 for land at Beaufort Commerce Park and \$390,907 from insurance proceeds for a fire truck repair.

General Fund Expenditure Highlights

The General Fund expenditures increased \$2,231,472 or 9.0% over fiscal year ended June 30, 2024.

- Law enforcement saw a \$1,139,950 or 22% increase over the prior year. Net increases in personnel and benefits attributed to \$576,138 of the overall increase including the addition of two state-funded school resource officers (SRO). The police department added ten leased vehicles upfitted with equipment to replace older vehicles for an additional \$313,388 along with an \$86,276 increase in capital purchases including two new police vehicles from state-funded SRO grant.
- Fire and emergency increased \$786,940 or 12.9% from increases in personnel and benefits of \$847,745 an additional \$385,646 for repairs made on a wrecked fire truck that was mostly covered through insurance proceeds and a decrease of \$391,081 for fire services support from local fire districts that was budgeted and recorded in general government during the fiscal year.



Other Major Funds Highlights

Tax Increment Financing District II Fund (TIF II)

The TIF II Fund expended \$21,562 or \$22,237 less than fiscal year 2023. This decrease is associated with security improvements at City Hall. Revenues of \$185,888 were \$53,648 higher than prior year due to a rising interest rate environment in investment earnings.

Capital Projects Fund

The Capital Project Fund expended \$4,259,755 or \$3,678,969 more than fiscal year 2023. The increase is attributable to more capital projects in construction phase, rather than in the design and engineering stage. Most of the current year activity is a result of three projects: engineering for Washington Street Park project, engineering and construction for Southside Park improvements for \$2,070,157, and costs associated with large stormwater drainage projects in The Point and surrounding areas of the City totaling \$1,936,420. During fiscal year 2024, the City had twelve (12) active capital projects that were underway and at various stages of completion.

Parks and Tourism Fund

The Parks & Tourism fund expended \$4,447,303 in the current year which is \$583,264 more than the prior year and revenues of \$5,488,100 were \$320,731 more than FY 2023. The increase in revenue is due to tourism activity exceeding pre-pandemic levels as shown through hospitality and accommodations fees. Some cut back measures were taken last fiscal year by delaying planned activities until the tourism activity resumed back to normal, therefore attributing to an increase in personnel and operating expenditures this fiscal year.



Other Major Funds Highlights

American Rescue Plan Act Fund

The American Rescue Plan Act fund expended \$891,116 in the current year mostly related to purchase for public works bucket truck and support to our local partners for affordable housing and educational cybersecurity initiatives. Revenues were \$1,740,391 from federal grant along with interest and unearned revenues of \$4,443,295 are shown as a liability on the balance sheet as grant revenues are not considered earned until they have been expended.

Stormwater Fund

Stormwater operating revenue of \$1,383,593 which is \$170,338 less than fiscal year 2023 as revenues remain stable in stormwater fees. Stormwater operating expenditures were \$1,192,154 and included \$513,955 for debt service payments. The other financing uses comprises of \$232,574 transfers out to the capital projects fund for drainage projects throughout the City.



Annual Comprehensive Financial Report Overview

Questions/Comments





CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/8/2025
FROM: JJ Sauve, Assistant City Manager
AGENDA ITEM TITLE: Memorandum of Understanding (MOU) with Beaufort Jasper Housing Trust (BJHT) for administration of a Housing Repair Program
MEETING DATE: 1/14/2025
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

In FY 24 and 25, Council identified several priorities of need regarding housing repair in the City of Beaufort. These identified needs have been categorized into two programs for development by City staff: (1) Providing housing repair assistance for critical needs in homes currently resided in, and (2) providing housing repair assistance to dilapidated homes, many uninhabited, and primarily located in parts of the historic district. Because the City of Beaufort has not managed a housing repair fund or historic preservation grant fund in-house, and historically these types of programs have been managed by non-profit and other public/private partnerships, staff has looked to other jurisdictions and organizations for guidance in developing these programs. **The program being discussed tonight primarily focuses on category (1) Providing housing repair assistance for critical needs in homes currently resided in.** Staff will continue working towards development of a specific historical home repair assistance program with strategic partners during calendar year 2025.

Much of the conversations that started both program approaches have been focused on the Old Commons and Northwest Quadrant neighborhoods. A partner group was formed in the spring of 2024 to discuss options for these areas. This group consisted of representatives from the City of Beaufort, Historic Beaufort Foundation, the Freedman's arts District, and neighbors from both areas. In an effort to determine what needs these areas have regarding housing repairs, City staff, in partnership with the Historic Beaufort Foundation, and community members developed a scoring system based on existing building codes and conducted a survey of dilapidated residences in the area in the spring and summer of 2024. Unfortunately, due to other demands and priorities, the partner group was not able to move forward with any review of the report in 2024, but the partner group will be meeting again in early 2025 to assess the report and make recommendations on approaches specific to this area.

During FY 25, City Council originally allocated \$50,000.00, and then an additional \$100,000.00 for a total of \$150,000.00 from the general fund for a housing repair assistance initiative. Originally these funds were to come from ARPA funding, but due to the obligation and project completion requirements for ARPA funds, general fund monies were allocated to home repair assistance. In the September 17, 2024 City Council Worksession, Council spoke with Claude Hicks, the new Executive Director of the Beaufort Jasper Housing Trust about how his organization administered home repair assistance funding and programs with other local entities. Mr. Hicks took the points from that worksession discussion and based on agreements with other local government

entities for similar services, he has provided a proposed Memorandum of Understanding (MOU) for the BJHT to administer a housing repair assistance program for the City of Beaufort.

The BJHT board has approved commitment of an additional \$100,000.00 in funds to assist the City of Beaufort’s housing assistance program, for a total of \$250,000.00 available for home repair assistance grants if an MOU is entered into. The proposed MOU and program would focus at this time on funding immediate needs for any homes in the City of Beaufort that are owner occupied, and that have an owner who qualifies based on income needs. Mr. Hicks will be present to discuss the proposed MOU with Council. The MOU has been provided to the City Attorney for review, and any final MOU will be reviewed by the City Attorney, with an opportunity for staff and Council input.

The proposed MOU between the BJHT and the City of Beaufort is attached to this agenda item, as well as a sample MOU used by the BJHT with the Coastal Community Development Corporation for review. Current staff recommendation is that Council review the proposed MOU and provide specific feedback to staff and the BJHT regarding any additions, changes, or concerns, so that a finalized MOU may be brought forward for approval by Council during the first quarter of calendar year 2025.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proposed BJHT and City of Beaufort Housing Repair Assistance MOU	Backup Material	1/8/2025
SAMPLE- BJHT and Coastal Community Development Corporation MOU	Backup Material	1/8/2025

**MEMORANDUM OF UNDERSTANDING
CITY OF BEAUFORT AND BEAUFORT JASPER HOUSING TRUST**

This Memorandum of Understanding (“MOU”) is entered into on the _____ day of _____, 2025 (“Effective Date”) by and between Beaufort Jasper Housing Trust, Inc. (“BJHT”), and the City of Beaufort, South Carolina (“City”) hereinafter referred to as “the Parties”.

BJHT is a 501(c)(3) which has been created to help facilitate the creation and preservation of workforce housing in Beaufort and Jasper Counties and, the City desires to create a fund for the repair of qualified homes within the City.

The BJHT Board of Directors has approved funding of \$100,000.00 (One hundred thousand dollars and no cents) and the City of Beaufort has committed \$150,000.00 (One hundred fifty thousand dollars and no cents) collectively hereinafter referred to as the “Funds”, for the purpose of the repair of qualified residential homes within the City.

In consideration of the goals set forth herein, it is agreed as follows:

1. **PURPOSE AND SCOPE.** This MOU is entered into for the purpose of providing home repair funds to qualified residents within the City of Beaufort. This MOU shall provide the structure, roles, responsibilities, and obligations of the Parties in connection with the establishment, operation, and administration of the Funds. BJHT will act as the Fund’s fiscal agent and program administrator. BJHT will work cooperatively with the City to ensure any portion of the Funds provided for projects meet the qualifications, terms and conditions set forth in this Agreement.
2. **DEFINITIONS.**
 - a. “Funds” are defined as Two hundred fifty thousand dollars (\$250,000.00) as committed by the Parties.
 - b. “Qualified Resident” is defined as a resident who meets the qualifications to receive home repair fund under this program.
3. **TERM AND TERMINATION.**
 - a. *Effective.* This Agreement shall become effective on the Effective Date.
 - b. *Renewal Term.* Unless notice of termination has been provided as described in this Agreement, then this Agreement shall automatically renew from year to year (“Renewal Term”).
 - c. *Automatic Termination.* The Parties agree that if the Funds have been fully disbursed and no other Funds are available, then regardless of the timing this Agreement automatically terminates upon the final disbursement of the Funds. BJHT is solely responsible for providing written notice to the City of the termination within ten (10) business days of the final disbursement of Funds.
 - d. *Termination With or Without Cause.* Upon thirty (30) day prior written notice, any Party may terminate this Agreement at the end of the Initial Term or during any Renewal Term for any reason.
 - e. *Mutual Termination.* In addition to any other right to terminate as set forth in this Agreement,

the Parties may mutually agree in writing to terminate this Agreement prior to the expiration of any term without any notice required.

- f. *Funding Returned.* Following any termination of this Agreement, BJHT shall automatically provide a final financial statement and return all remaining Funds to the City within ten (10) business days.

4. RESPONSIBILITIES and OBLIGATIONS.

- a. *City Responsibilities and Obligations.*
- i. City shall provide the Funds to BJHT within thirty (30) days of the Effective Date.
 - ii. The City Administrative staff shall be available to assist BJHT in presenting projects or updates to the Beaufort City Council.
- b. *BJHT Responsibilities and Obligations.*
- i. BJHT shall be the fiscal agent of the Funds. In acting as the fiscal agent, BJHT shall accept the Funds from the City where the Funds must be held in a separate account from any other funds; allocate the Funds in accordance with all other terms in this Agreement; and provide financial statements and reports as required by this Agreement.
 - ii. Make available the necessary staff to provide administrative support, management and disbursement of the Funds.
 - iii. Establish an application and review process to ensure each project adheres to the qualifications, terms and conditions established in this Agreement.
 - iv. Review applications and funding requests.
 - v. Review and monitor documentation of resident eligibility and physically inspect projects during construction and annually thereafter.

5. QUALIFICATIONS, TERMS and CONDITIONS OF FUNDING

- a. *Fund Restrictions Generally.* The Funds shall only be used in their entirety solely for the purpose of home repair within the City of Beaufort. The Funds shall not be used for the construction of new residential housing.
- b. *Maximum Funding.* The amount of Funds disbursed for any one Project shall not exceed \$50,000.00 (Fifty thousand dollars and no cents).
- c. *Qualified Residents* The income of the qualifying household shall not exceed 80% of Area Median Income
- d. *Additional Qualifications and Terms.* Included in Addendum A.

6. FINANCIAL STATEMENTS, REPORTS and EVALUATIONS.

- a. *Financial Statements.* BJHT shall provide the City with quarterly financial reports within 30 days of the end of each quarter. The reports will be reviewed by the Chief Financial Officer of BJHT prior to submission to the City.
- b. *Reports.* BJHT shall provide monthly summaries of the performance of the program. The reports shall contain a summary of any pending projects or completed projects. The summary shall include, but is not limited to, the project location, description of the project, financial summary of the project, a timeline of the actions being taken on the project, and a projected completion date of the project.
- c. *Evaluations.* Following receipt of Financial Statements or Reports, the City will evaluate said

documents and may request additional information or documents. If the City requests additional information or documents, BJHT shall respond to the request within thirty (30) calendar days. After completing an evaluation, the City may request changes to be made to processes or reports as it deems appropriate.

6. MISCELLANEOUS TERMS

- a. *Notices.* All notices required under this Agreement shall be in writing. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; or (c) receipt of email is acknowledged by the recipient by reply email or “read receipt” is received by sender of notice. All notices shall be sent to the mailing address or email address shown below or to such other address as may from time to time be designated by written notice.

If to City, To: City of Beaufort Attn: City Manager Beaufort, SC Phone: 843-525-7070 Email: smarshall@cityofbeaufort.org	If to BJHT, to BJHT Attn: Claude Hicks Beaufort, SC Phone: 843-288-0250 Email: claude.hicks@bjht.org

Signature Page to Follow

Signature Page
MOU for Home Repair Program

IN WITNESS WHEREOF, the Parties hereto have affixed their signature hereto as of the Effective Date.

CITY OF BEAUFORT

**BEAUFORT JASPER HOUSING
TRUST, INC.**
A South Carolina nonprofit corporation

By: Scott Marshall
City Manager

By: Claude Hicks
Its: Executive Director

DRAFT

ADDENDUM A

1. Homeowner Eligibility requirements:

- Legal address must be located within the limits of the City of Beaufort.
- The applicant must prove owner occupancy. This will include those homes in which there may be multiple owners wherein only one owner resides in the home. Applications must have the consent of ALL owners.
- Household income may not exceed 80% of Area Median Income as defined by the most current HUD income limits for the City of Beaufort. (Note: current 80% AMI for a family of 4 is \$80,700.)
- The applicant must provide proof that property taxes are current.
- The applicant must attend a Homeowners Maintenance webinar. This session will provide education on how to maintain the post rehab home.
- Applicants shall be eligible to apply for funds every two years.
- Funds shall be deemed to be a grant to the applicant.
- Any sale and/or transfer within 3 years of construction completion shall require that all grant funds be returned to the Home Repair Fund. The only exception shall be in the event of the death of the property owner.

2. Repair Eligibility Requirements:

- Home repair grants shall be up to \$50,000 (Fifty thousand dollars and no cents). Ten percent (10%) of the grant shall be withheld for contingency.
- The following shall be deemed **eligible** for funding:
 - Roof repairs and/or replacement
 - Window repairs and/or replacement
 - Plumbing repairs including septic tanks and
 - Sewer lines
 - Sub floor repairs
 - Demolition exclusively for safety purposes
 - HVAC repairs and/or replacement
 - Ramps
 - Attic insulation
 - Electrical repair exclusive of total rewires
- The following shall be deemed **ineligible** for funding:
 - Cosmetic repairs or improvements
 - Electrical rewiring
 - Foundation or site pad repairs
 - Landscaping

3. Application

- Applications shall be accepted on a rolling basis in first come first serve priority. Applications will be administered by the Beaufort-Jasper Housing Trust in partnership with the City of Beaufort.

- Emergency situations will be given priority in the application process. The City of Beaufort and BJHT reserve the right to determine whether a project is an emergency.
- Applications shall utilize a scoring system to determine fund recipients.
- Applications that meet minimum scoring requirements but are not funded will be placed on a program wait list.
- Applications will be available on-line and hard copies will be available at a to be determined location.
- A program announcement shall be made 45 days in advance of application availability.
- Applicants shall have 60 days to complete the application.
- Applications shall be scored and verified within 90 days of application submission.
- Applications shall be announced following approval from the City of Beaufort and BJHT.

4. Construction Planning and Completion

- All construction shall be completed by a licensed contractor within the City of Beaufort.
- Qualified contractors shall be required to obtain builders risk insurance and general liability/workers' comp.
- Warranties for all repairs shall be the responsibility of the contractor.
- All completed construction shall meet City inspection and certification requirements inclusive of Certificate of Occupancy if necessary.
- All permitting and inspection fees are waived by the City of Beaufort.
- Schedule for completion shall be agreed upon by the selected contractor and Beaufort-Jasper Housing Trust.
- Work in progress shall be inspected routinely by BJHT.
- BJHT and the City of Beaufort reserves all rights in negotiation and termination of contractors if necessary.

5. Other

- BJHT shall be eligible to receive an administrative fee in the amount of 10% of the construction contract per repair.
- Beaufort-Jasper Housing Trust shall make every effort to seek pro bono or volunteer services from necessary professionals such as attorneys, architects, and engineers. Any costs for outside professionals shall be deemed the responsibility of the recipient and may be paid from grant funds.
- No guarantee is made to any recipient that a subsequent application will be approved.
- Recipients shall execute a release to allow photographs to be used in the promotion of the program.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT FOR ADMINISTRATION AND
MANAGEMENT OF FUNDS RELATED TO
WORKFORCE HOUSING**

THIS AGREEMENT FOR ADMINISTRATION AND MANAGEMENT OF FUNDS RELATED TO WORKFORCE HOUSING (“Agreement”) is entered into on the 14th day of May, 2024 (“Effective Date”) by and between Beaufort County, a political subdivision of the State of South Carolina (“County”), Beaufort Jasper Housing Trust, Inc. (“BJHT”), and Coastal Community Development Corporation (“CCDC”); collectively hereafter referred to as the "Parties" and individually as a “Party”.

WHEREAS, the County recognizes that decent, workforce housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, in order to address the aforementioned issues, the County desires to use American Rescue Plan Act (“ARPA”) funds to assist CCDC in its pursuit to provide workforce housing in the unincorporated areas of Beaufort County; and

WHEREAS, the BJHT is a 501(c)(3) which has been created to help facilitate the development of workforce housing in Beaufort County by providing administrative and managerial services as desired by the County; and

WHEREAS, on December 11, 2023, the Beaufort County Council awarded BJHT Six Hundred Thousand (\$600,000) Dollars from ARPA funds, collectively hereinafter referred to as the “Funds”, for the development of workforce housing in unincorporated Beaufort County subject to certain stipulations and directed the Parties to enter into an agreement which provides that the Funds will be administered, overseen, and managed by BJHT and BJHT will award the funds to CCDC for the purposes set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of development of workforce housing in the unincorporated areas of Beaufort County.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged and affirmed by the Parties, it is agreed as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement.
2. **PURPOSE AND SCOPE.** This Agreement is entered into for the purpose of assisting CCDC in developing workforce housing in the unincorporated areas of Beaufort County and to establish administrative oversight and management of the Funds by BJHT. This Agreement shall provide the structure, roles, responsibilities, and obligations of the Parties in connection with the establishment, operation, and administration of the Funds. BJHT will act as the Fund’s fiscal agent and program administrator. BJHT will work cooperatively with CCDC to ensure any portion of the Funds provided for projects meet the qualifications, terms and conditions set forth in this Agreement.
3. **DEFINITIONS.**

- a. "Funds" are defined as Six Hundred Thousand (\$600,000) Dollars awarded to CCDC by Beaufort County Council on December 11, 2023, for the development of workforce housing in unincorporated Beaufort County.
- b. "Project" is defined as the purchase, renovation or upfitting of residential real property for the purpose of developing Workforce Housing in unincorporated Beaufort County. A Project may be for a single residential unit or multiple residential units.
- c. "Workforce Housing" is defined as residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). In the case of rental properties, rents charged shall not exceed thirty (30%) percent of a households' members' documented income.

4. **TERM AND TERMINATION.**

- a. *Effective.* This Agreement shall become effective on the Effective Date and continue for an initial term of three (3) years ("Initial Term").
- b. *Renewal Term.* Unless notice of termination has been provided as described in this Agreement, then this Agreement shall automatically renew from year to year ("Renewal Term").
- c. *Automatic Termination.* The Parties agree that if the Funds have been fully disbursed and no other Funds are available, then regardless of the timing this Agreement automatically terminates upon the final disbursement of the Funds. BJHT is solely responsible for providing written notice to the County and CCDC of the termination within ten (10) business days of the final disbursement of Funds.
- d. *Termination With or Without Cause.* Upon a thirty (30) day prior written notice, any Party may terminate this Agreement at the end of the Initial Term or during any Renewal Term for any reason.
- e. *Mutual Termination.* In addition to any other right to terminate as set forth in this Agreement, the Parties may mutually agree in writing to terminate this Agreement prior to the expiration of any term without any notice required.
- f. *Funding Returned.* Following any termination of this Agreement, BJHT shall automatically provide a final financial statement and return all remaining Funds to the County within ten (10) business days.
- g. *Future Monitoring.* Following any termination of this Agreement, BJHT will continue to monitor the use and approval of tenants/buyers of properties to ensure compliance with the Declaration, as defined below, and this Agreement for as long as BJHT is financial capable of doing so. Should BJHT not be financially willing to provide the monitoring outlined herein, then it shall provide notice to the County, and the County may appoint a successor entity to handle said monitoring. Upon notice to the County and appointment of a successor, BJHT shall be relieved of all future monitoring responsibilities under this Agreement.

5. **RESPONSIBILITIES and OBLIGATIONS.**

- a. *County Responsibilities and Obligations.*

- i. County shall provide the Funds to BJHT within thirty (30) days of the Effective Date.
 - ii. The County Administrative staff shall be available to assist BJHT in presenting projects or updates to the Beaufort County Council.
- b. *BJHT Responsibilities and Obligations.*
 - i. BJHT shall be the fiscal agent of the Funds. In acting as the fiscal agent, BJHT shall accept the Funds from the County where the Funds must be held in a separate account from any other funds; allocate the Funds in accordance with Section 5 and all other terms in this Agreement; and provide financial statements and reports as required by this Agreement.
 - ii. Make available the necessary staff to provide administrative support, management and disbursement of the Funds.
 - iii. Establish an application and review process to ensure each of CCDC's Projects adheres to the qualifications, terms and conditions established in this Agreement.
 - iv. Review applications and funding requests from CCDC.
 - v. Enter into agreements with CCDC when necessary to disburse any portion of the Funds for the purchase of a project and ensure compliance with this Agreement.
 - vi. Review and monitor CCDC's documentation of resident eligibility and physically inspect projects at least annually.
- c. *CCDC Responsibilities and Obligations.*
 - i. CCDC shall only use the Funds for Workforce Housing Projects located in unincorporated Beaufort County and must take all necessary actions to ensure compliance with all qualifications, terms, and conditions as established in this Agreement.
 - ii. CCDC shall comply with all application, documentation, and review processes as required by BJHT; and shall provide all information, documentation and reports when requested by either BJHT or the County.
 - iii. CCDC shall place covenants and restrictions on any real property restricting use of said real property to be solely Workforce Housing for a period no less than 99 years ("Declaration"). The terms of the Declaration shall be reviewed and approved by BJHT prior to any funding. The Declaration shall attach to the real property and must be specifically referenced in any future deed of conveyance.
 - iv. CCDC shall adhere to all federal and state fair housing laws, regulations, and requirements.

6. QUALIFICATIONS, TERMS and CONDITIONS OF FUNDING

- a. *Fund Restrictions Generally.* The Funds shall only be used in their entirety solely for the purpose of purchasing and renovating Workforce Housing in unincorporated Beaufort County. The Funds shall not be used for the construction of new residential housing or for the purchase of newly constructed residential housing; whereby newly constructed residential housing shall be defined as a residential dwelling that has not previously been occupied or has been previously occupied for a period of less than one (1) year since the home received a certificate of occupancy.
- b. *Maximum Funding.* The amount of Funds disbursed for any one Project shall not exceed twenty (20%) percent of the total cost of a Project. For purposes of this Section, a Project may include multiple residential units and the maximum funding condition applies to the entire Project, not the individual residential unit cost.
- c. *Performance.* The funds, in their entirety, shall provide a minimum of 12 affordable rental

homes in the unincorporated areas of Beaufort County. The occupants of the homes must have household incomes between 30% and 120% of the Beaufort County area median income. The average income, per 4 households served with these funds, shall average \$82,500 of the Beaufort County area median income.

- d. *Property management.* CCDC shall maintain all properties in a safe, professional, responsible manner and perform quarterly inspections of each property.
- e. *Workforce Housing Occupants.* Individuals applying to occupy any residential housing unit may not be restricted to a specific occupation or employer. All occupant applications must be reviewed and approved based on a fair and non-discriminatory basis.

7. FINANCIAL STATEMENTS, REPORTS and EVALUATIONS.

- a. *Financial Statements.* BJHT shall provide the County with quarterly financial statements for the Funds. The financial statements shall be provided by electronic mail to the Beaufort County Chief Financial Officer, with a copy sent to the County Administrator, on or before March 31, June 30, September 30, and December 31 of each year this Agreement is in effect. The County reserves the right to request additional financial statements at any time, and BJHT shall provide the requested additional financial statements no later than five (5) business days following receipt of request.
- b. *Reports.* The County shall be provided two (2) reports every year this Agreement is in effect. The two reports must be provided between (1) July 1 and July 15, and (2) January 1 and January 15 of each year. The reports shall contain a summary of any pending projects or completed projects. The summary shall include, but is not limited to, the project location, description of the project, financial summary of the project, a timeline of the actions being taken on the project, and a projected completion date of the project.
- c. *Evaluations.* Following receipt of Financial Statements or Reports, the County will evaluate said documents and may request additional information or documents. If the County requests additional information or documents, BJHT and CCDC agree to work cooperatively to respond to the request within thirty (30) calendar days. After completing an evaluation, the County may request changes to be made to processes or reports as it deems appropriate and BJHT and CCDC agree to adhere to the requested changes.

8. DEFAULT AND NONCOMPLIANCE.

- a. *Default.* Pursuant to the terms and conditions of this Agreement, in the event of a default by either Party, the non-defaulting Party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to, any action for specific performance of obligations recited in this Agreement; but the Parties mutually agree that the County shall not be forced to appropriate funding for the Funds.
- b. *Noncompliance.* If CCDC is in default of any of its obligations under this Agreement during the Term, then it shall be barred from receiving further funds until it has cured any such defects. If at any time CCDC fails to comply with the terms of this Agreement, CCDC shall be subject to disgorgement of funds provided for a nonconforming property at the time of the sale of any property, or at the election of BJHT, foreclosure to recoup the funds invested in a nonconforming property.

9. MISCELLANEOUS TERMS

- a. *Notices.* All notices required under this Agreement shall be in writing. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; or (c) receipt of email is acknowledged by the

recipient by reply email or “read receipt” is received by sender of notice. All notices shall be sent to the mailing address or email address shown below or to such other address as may from time to time be designated by written notice.

<p>If to County, To: Beaufort County Attn: County Administrator P.O. Drawer 1228 Beaufort, SC 29901 Phone: 843-255-_____ Email: jrobinson@bcgov.net</p>	<p>To County, With Copy to: Beaufort County Attn: CFO P.O. Drawer 1228 Beaufort, SC 29901 Phone: 843-255-_____ Email: dchristmas@bcgov.net</p>
<p>If to BJHT, To:</p>	<p>To BJHT, With Copy to:</p>
<p>If to CCDC, To:</p>	<p>To CCDC, With Copy to:</p>

b. *Relationship of Parties.* The Parties hereto intend that no master/servant employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Parties other than that which is expressly stated herein. The agents and employees of BJHT or CCDC and the methods utilized by either in fulfilling obligations hereunder shall lie solely and exclusively with BJHT or CCDC. No person employed or contracted by either BJHT or CCDC shall have any benefits, status, or right of employment with the County.

c. *Indemnification.* CCDC agrees that to the fullest extent provided by law it shall indemnify, defend, and hold harmless the County and BJHT and their respective agents, employees, and volunteers, from and against any and all claims, demands, lawsuits, or other actions that may arise out of this Agreement from the actions or negligence of its employees, agents, or volunteers that may be the basis for such claim, demand, lawsuit, or other similar action.

BJHT agrees that to the fullest extent provided by law it shall indemnify, defend, and hold harmless the County and CCDC and their respective agents, employees, and volunteers, from and against any and all claims, demands, lawsuits, or other actions that may arise out of this Agreement from the actions or negligence of its employees, agents, or volunteers that may be the basis for such claim, demand, lawsuit, or other similar action.

d. *Entire Agreement.* This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the Parties pertaining to such subject matter.

- e. *Captions and Recitals.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit, or define the test of any section or any subsection hereof. The recitals to this Agreement are incorporated into this Agreement by this reference.
- f. *Amendment or Modification.* This Agreement may only be amended or modified in writing and signed by all Parties.
- g. *Counterparts.* This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of email or other electronic means, and that the scanned or photographed signatures and initials to this Agreement shall be deemed valid and binding upon the Parties as if the original signatures and initials were present on the Agreement.
- h. *Binding Nature and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, the Parties agree that any assignment of this Agreement must be approved in writing by the County.
- i. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either Party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by any Party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
- j. *Governing Law and Severability Clause.* This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought in the courts of the State of South Carolina in Beaufort County, or if it has or can acquire jurisdiction, in the United States District Court for the District of South Carolina. If for some reason a court finds any provision of the Agreement, or portion thereof, unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

Signature Page to Follow

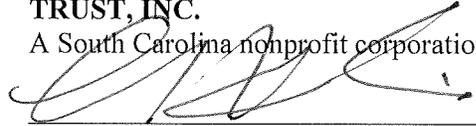
Signature Page
Agreement for Administration and Management of Funds Related to Workforce Housing

IN WITNESS WHEREOF, the Parties hereto have affixed their signature hereto as of the Effective Date.

BEAUFORT COUNTY

By: *John Robinson*
Its: Interim Administrator

**BEAUFORT JASPER HOUSING
TRUST, INC.**
A South Carolina nonprofit corporation



By: *Claude Hicks*
Its: Executive Director

COASTAL COMMUNITY DEVELOPMENT CORP.
A South Carolina nonprofit corporation

By: *Alan Wolfe*
Its: Chairman



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 1/8/2025
FROM: Scott Marshall, City Manager
AGENDA ITEM
TITLE: Request for Memorialization and Renaming Southside Loop
MEETING
DATE: 1/14/2025
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

This item is placed on the Work Session agenda for discussion, per the request of Councilman Neil Lipsitz. He would like Council to consider the merits of renaming Southside Loop to memorialize it after former City employee, Clayton Cooler.

Mr. Cooler is a former Director of Public Works and served the City of Beaufort for 45 years. He passed away on November 1, 2013.

PLACED ON AGENDA FOR: Discussion

REMARKS:

This is a road that is owned by the City and could be renamed by Resolution at a future meeting of City Council.