

TERMINATION OF MARK CLARK IGA

RESOLUTION

May 12, 2025

WHEREAS, Charleston County (the "County") submitted an application to the South Carolina Transportation Infrastructure Bank ("Bank") requesting financial assistance for three highway projects in Charleston County; the Mark Clark Extension Project ("Extension Project"); the Port Access Road; and the US 17 /Mark Clark Expressway Interchange; and

WHEREAS, as part of the Application, as its proposed local match contribution for all projects in the Application on which financial assistance was requested, and of that total proposed local match contribution, \$117 million is in the form expenditures by the County on roads to be constructed or improved, which directly relate to the Extension Project and as such constitutes the local match contribution for the Extension Project; and

WHEREAS, at its meeting of June 30, 2006, the Bank Board approved financial assistance for the Extension Project, which had a total estimated cost of \$420 million, in the form of an initial grant of \$99 million for engineering and environmental work and acquisition of rights of way and a subsequent grant, or grants, not to exceed \$321 million for completion of the Extension Project; and

WHEREAS, on August 1, 2006, the Capital Improvements Joint Bond Review Committee ("JBRC") of the South Carolina General Assembly approved the Extension Project, as defined in the Application, and financial assistance from the Bank for the Extension Project in the form of a grant in the initial amount of \$99 million, and subsequently approved a grant by the Bank for the Extension Project, as defined in the Application, not to exceed \$321 million, and the issuance of revenue bonds by the Bank to provide that financial assistance to the Extension Project; and

WHEREAS, after approval by the JBRC Committee, the Bank and Charleston County executed an Intergovernmental Agreement on June 8, 2007; and

WHEREAS, in 2015, SCDOT has advised the Bank and County that the estimated cost of the Extension Project had increased to \$725 million; and

WHEREAS, on October 2, 2018, the Board and Charleston County Council adopted separate motions authorizing representatives of the Bank and the County to negotiate an amended intergovernmental agreement, which is subject to the final approval of the Parties, taking into account the changes to the Extension Project and cost of the Extension Project and related matters based on a Material Term Sheet that the County, SCDOT and Bank had agreed to use as the basis of those negotiations; and

WHEREAS, on January 10, 2019, the County, Bank, and the SCDOT executed a First Amended IGA; and

WHEREAS, in 2022, SCDOT revised the estimated total cost of the Extension Project. The estimated cost had now increased to approximately \$2.2 billion; and

WHEREAS, the Bank sought information from the County how it intended to fund the overages of the Project. The County concluded its best financial plan was to put the Project on its Transportation Sales Tax Referendum in November, 2024; and

WHEREAS, the citizens of Charleston County soundly defeated the referendum; and

WHEREAS, on December 2, 2024, the JBRC revoked its prior authorization for funding the Project of \$75 million for preliminary costs; and

WHEREAS, the County and the Bank desire to terminate the First Amended IGA. SCDOT also has agreed to terminate the First Amended IGA; and Project too but it seeks to obtain final right-of-way it was pursuing prior to the JBRC action; and

WHEREAS, the County, SCDOT, and the Bank now desire to set forth the respective responsibilities of the parties upon termination of the First Amended IGA; and

NOW, THEREFORE, in consideration of the mutual benefits, promises and obligations set forth herein, the sufficiency of which are hereby acknowledged and accepted by each party hereto, the County, the Bank, and SCDOT agree as follows:

Pursuant to Section ARTICLE II of the IGA, dated January 10, 2019, the First Amended IGA is hereby terminated.

1. The Parties agree to terminate the First Amended IGA. The termination of this Agreement does not preclude future agreements among any of the parties on the Project.
2. Each of the Parties will release all claims, those known and unknown, outlined in executed agreements for the Extension Project.
3. SCDOT has reconciled final expenditures and will refund Charleston County its remaining account balance upon final completion of all project activities involved in the demolition of the required right of way structures. SCDOT will reimburse Charleston County its remaining account balance of \$3,124,834.66 and hold in escrow \$144,555.50 for demolition of the required right of way structures. SCDOT will make this payment when it has received the invoices for this work which may occur after the structures are demolished. SCDOT will refund all balances at the end following demolition.
4. SCDOT has reconciled final expenditures and will refund the Bank its remaining account balance upon completion of demolition of the required right of way structures. SCDOT will reimburse the Bank its remaining account balance of \$3,629,096.61 and hold in escrow \$144,555.50 for demolition of the required right of way structures. SCDOT will make this

payment when it has received the invoices for this work which may occur after the structures are demolished. SCDOT will refund all balances at the end following demolition.

5. SCDOT hereby agrees it will be responsible for any and all costs that exceed \$289,111 plus any interested applied by State Treasurer's Office for the demolition of the right-of-way structures.
6. SCDOT will return the funds to Charleston County and the Bank no later than June 30, 2025.
7. Any and all right of way acquired by SCDOT with Bank or County funding will be retained by SCDOT to be utilized on future transportation projects in the surrounding area.
8. Pursuant to the First Amended IGA, Section 5.7, Right of Way parcels purchased using funds by the Bank or the County will be used for transportation purposes only as directed by SCDOT. If Bank or the County purchased ROW is sold, deeded, or conveyed to an entity other than SCDOT for non-transportation related activities, Bank or the County will be reimbursed its pro rata share at fair market value, less the cost of the sale. Any unused right-of-way acquired for the Project shall not be sold, conveyed, transferred, or otherwise disposed without the written approval of the Bank.

**[SEPARATE SIGNATURE PAGES FOR EACH PARTY TO FOLLOW]**

**SIGNATURE PAGE FOR BANK**

IN WITNESS WHEREOF, the South Carolina Transportation Infrastructure Bank has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

South Carolina Transportation Infrastructure Bank

By:

  
John B. White  
Chairman

ATTEST:

  
Secretary

Adopted May 12, 2025

(SEAL)

**SIGNATURE PAGE FOR SCDOT**

IN WITNESS WHEREOF, South Carolina Department of Transportation has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

South Carolina Department of Transportation

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

  
Justin P. Powell  
Secretary

ATTEST: \_\_\_\_\_

  
Randolph E. Carothers  
Deputy Chief Counsel

Adopted May 12, 2025

(SEAL)

**SIGNATURE PAGE FOR CHARLESTON COUNTY**

IN WITNESS WHEREOF, Charleston County has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

Charleston County

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

Kylon J. Middleton

Chairman, Charleston County Council

ATTEST: \_\_\_\_\_

Chief Counsel

Adopted May 12, 2025

