

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

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

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MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
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YORK GLOVER, SR.
ALICE G. HOWARD
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

THOMAS J. KEAVENY, II
INTERIM COUNTY ADMINISTRATOR
COUNTY ATTORNEY

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
COMMUNITY SERVICES COMMITTEE

Monday, October 8, 2018

3:00 p.m.

Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:

Alice Howard, Chairman
Rick Caporale, Vice Chairman
Michael Covert
Steve Fobes
York Glover
Roberts "Tabor" Vaux

Staff Support:

Monica Spells, Assistant County Administrator
Civic Engagement and Outreach

1. CALL TO ORDER 3:00 P.M.
2. DISCUSSION / ORDINANCE ALLOWING UNITED STATES GOVERNMENT TEMPORARY EXCLUSIVE USE OF GRAY'S HILL BOAT LANDING ([backup](#))
3. DISCUSSION / BONAIRE ESTATES SEWER IMPROVEMENTS PROJECT (COMMUNITY DEVELOPMENT BLOCK GRANT – CDBG PROJECT) WITH BEAUFORT JASPER WATER AND SEWER AUTHORITY AND LOWCOUNTRY COUNCIL OF GOVERNMENTS
4. DISCUSSION / ACQUISITION OF PROPERTIES AND HOMES FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DEPARTMENT
 - A. STAFF OVERVIEW
 1. Needs Discussion
 2. Funding for New Homes
 3. Realtor Services / Procurement
 4. Site Selection Challenges and Timeline for New Homes
 5. Construction Updates:
 - 608 Center Drive West, Beaufort
 - 1604 Deanne Lane, Beaufort
 - 2700 Waddell Road, Beaufort
 - 1 Bostic Circle, Beaufort
 - B. COUNCILMAN STU RODMAN REPORT



5. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Disabilities and Special Needs Board / Two Vacancies (Countywide)
 - B. Library Board / One Vacancy (Council District 5)
6. ADJOURNMENT

2017/2018 Strategic Plan Committee Assignments
Affordable Housing: Housing Survey
DSN Residential Homes (3)

ORDINANCE 2018 _____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A RIGHT OF ENTRY GRANTING THE UNITED STATES GOVERNMENT TEMPORARY AND EXCLUSIVE CONTROL OVER CERTAIN REAL PROPERTY LOCATED AT GRAY’S HILL BOAT LANDING

WHEREAS, on September 28, 2018 a Marine Corps Air Station (MCAS) F-35B crashed in the area of Little Barnwell Island; and

WHEREAS, the United States Government has deemed it necessary to enter and restrict others from entering property owned by Beaufort located at the Gray’s Hill Boat landing and shown on the attached Exhibit “A”; and

WHEREAS, the Right of Entry is provided for access to the crash area for investigation and response effort; and

WHEREAS, the citizens and residents are best served by providing the United States Government with a temporary Right of Entry in support of an investigation and response effort for the September 28, 2018 MCAS mishap.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute the Right of Entry providing access to the United States Government in support of its investigation and response effort for the September 28, 2018 MCAS mishap.

DONE this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

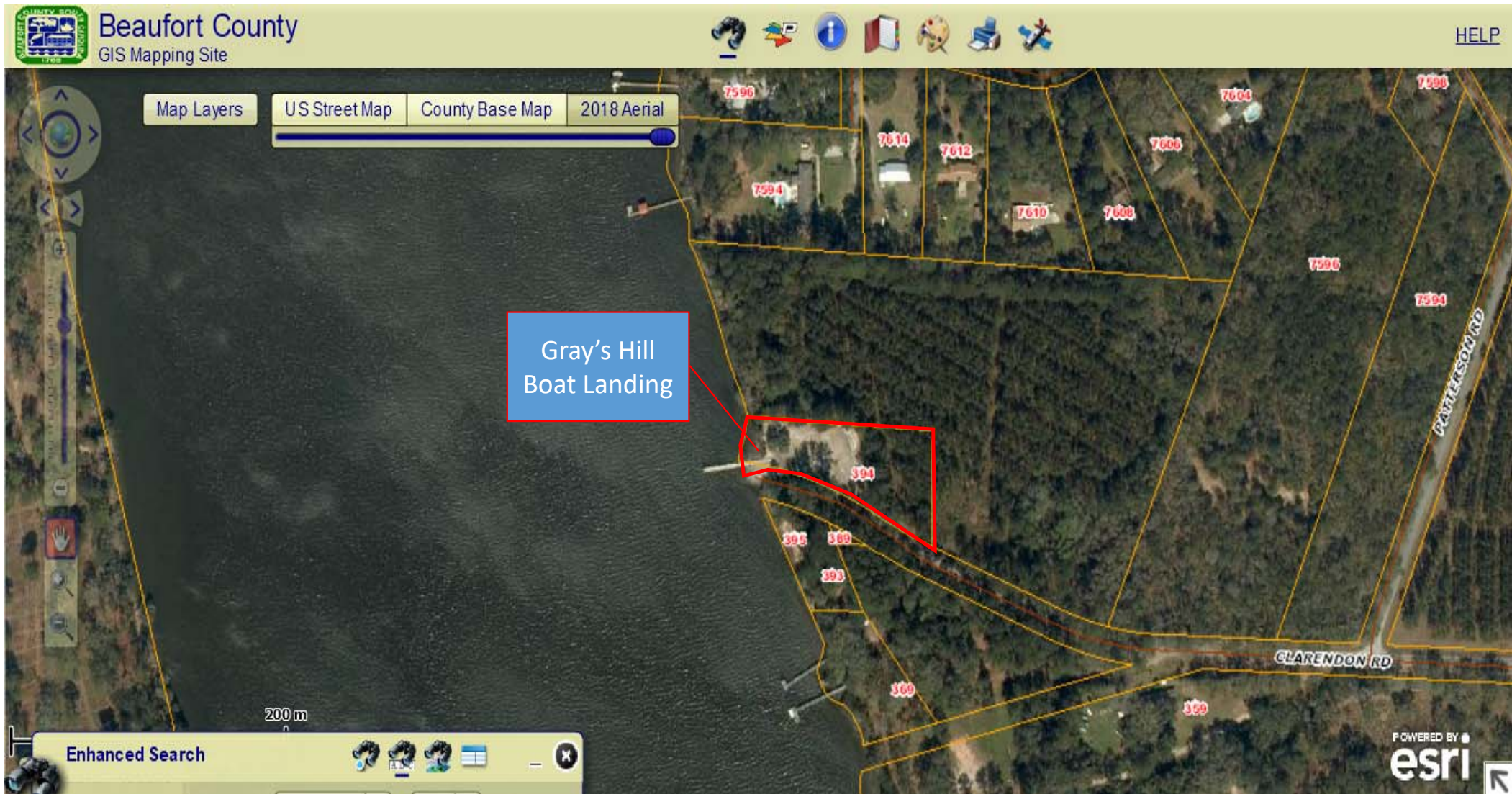
APPROVED AS TO FORM:

Interim County Administrator

ATTEST:

Connie L. Schroyer, Clerk to Council

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



RIGHT OF ENTRY PERMIT

This **RIGHT OF ENTRY PERMIT** ("Permit") is effective this ____ day of October, 2018 and is by and between County of Beaufort, ("Permittor") and **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy ("Government").

RECITALS:

WHEREAS, Permittor owns certain real property located at Gray's Hill Boat Landing, Beaufort County, South Carolina hereinafter ("Premises") depicted on Exhibit A attached hereto; and

WHEREAS, Government desires entry onto Premises, in support of an investigation and response effort at an aircraft mishap on nearby property, to use the Premises as a staging area for damaged aircraft and associated debris removed from the aircraft mishap site, and related response activities, such mishap occurring on or about September 28, 2018 ("Permitted Use").

WHEREAS, the Government has requested Permittor who has agreed to grant the Government revocable right of entry upon the Premises for the Permitted Use subject to the terms and conditions provided herein.

AGREEMENT:

NOW, THEREFORE, without consideration, Permittor and Government agree as follows:

1. **Revocable Right of Entry**. Permittor hereby grants Government, its successors, contractors, officers, agents, employees and assigns, a revocable right of entry permit (Permit) to enter into and upon the Premises for the Permitted Use. The Navy's contract number for this Permit is **N40085-19-RP-00027**.
2. **Non-assignable/Non-transferable**. This Permit is neither assignable nor transferable by Government, its successors, contractors, officers, agents, employees and assigns.
3. **Accompaniment**. Unless otherwise authorized in writing by the Government, Permittor shall not accompany Government, its successors, contractors, officers, agents, employees and assigns entering the Premises.
4. **Term**. The term of this Permit shall be for a period of ninety (90) days from the date of execution of this document. Prior to the expiration of this Permit, the Government may find that it is appropriate to extend and, if necessary, negotiate a lease agreement for longer term use of the Premises, The Government reserves the right in its sole discretion to determine whether

extension of the term is necessary. **PERMITTOR SHALL ALLOW NO OTHER USE OF THE PROPERTY DURING THE TERM OF THIS PERMIT.**

5. **Property Restoration.** At the termination of this Permit, the Government agrees to restore the Premises to the same or a substantially similar condition as existed on the date of entry under this Permit, ordinary wear and tear excepted.

6. **Liability.**

a. **Government Liability to Permittor or Third Parties.** Pursuant to the Federal Tort Claims Act (“FTCA”), 28 U.S.C. §§ 1346(b), 2671-2680, or the Military Claims Act (“MCA”), 10 U.S.C. § 2733, as applicable, the Government is liable to Permittor and any third party for any injury to persons or damage to property proximately caused by the acts or omissions of Permittee employees acting within the scope of their employment. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA, or available appropriations.

b. **Permittor Liability to the Government.** **GOVERNMENT ACKNOWLEDGES AND AGREES THAT PERMITTOR WILL NOT BE RESPONSIBLE OR LIABLE FOR DEATH OR INJURIES TO PERSONS OR DAMAGE TO OR THEFT OF PROPERTY ARISING FROM OR IN ANY WAY CONNECTED WITH THE GOVERNMENT’S USE OF THE PREMISES PURSUANT TO THIS PERMIT.**

7. **Entire Agreement.** This Permit constitutes the entire agreement between the parties regarding the Government’s Permitted Use of the Premises. Any modification and amendment to this Right of Entry Permit must be in writing and signed by all parties hereto.

8. **Notices.** Whenever any notice, demand or request is required or permitted under this Permit, such notice, demand or request shall be in writing and shall be sent by United States Mail to the addresses set forth below:

To Permitter: Thomas Keaveny
County of Beaufort
Interim County Manager
P.O. 1228
Beaufort, SC 29901

To Permittee: Naval Facilities Engineering Command Mid-Atlantic
ATTN: Real Estate Contracting Officer (AM1)
9324 Virginia Ave.
Norfolk, VA 23511

9. **Local Representative.** The Navy's local representative in this matter is:

Kimberly Fleming
MCAS Beaufort
703-314-6157

10. **Anti-Deficiency Act; Navy's Obligations.** Notwithstanding any provision to the contrary, all of Government's activities under or pursuant to this Right of Entry Permit are subject to the availability of appropriated funds, and no provisions shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this Permit shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet the Navy's obligations under this Permit or any deficiencies hereunder.

FOR PERMITTOR:

By: _____
Date

THOMAS KEAVENY
Interim County Manager
P. O. 1228
Beaufort, SC 2991

FOR GOVERNMENT:

UNITED STATES OF AMERICA, acting by and through the Department of the Navy

By: _____
Real Estate Contracting Officer Date

MATTHEW D. KURTZ