

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

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

JOSHUA A. GRUBER
INTERIM COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION
Monday, December 11, 2017
6:00 p.m.

Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

1. CALL TO ORDER - 6:00 P.M.
2. REGULAR SESSION
3. PLEDGE OF ALLEGIANCE
4. INVOCATION – Councilwoman Alice G. Howard
5. PRESENTATION / DISABILITIES AND SPECIAL NEEDS DEPARTMENT
6. CEREMONIAL SIGNING / JOINT LAND USE STUDY (JLUS) ([MCAS-JLUS](#)) ([MCRD-JLUS](#))
7. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes
 1. November 13, 2017 Regular Session ([backup](#))
 2. November 13, 2017 Caucus ([backup](#))
 - B. Committee Reports (next meeting)
 1. Community Services (January 16, 2018 at 4:00 p.m., ECR)
 2. Executive (February 12, 2018 at 3:00 p.m., ECR)
 3. Finance (January 8, 2018 at 2:00 p.m., ECR)
 4. Governmental (February 5, 2018 at 4:00 p.m., ECR)
 - a. Minutes – December 4, 2017 ([backup](#))
 5. Natural Resources (January 16, 2018 at 2:00 p.m., ECR)
 - a. Minutes – November 20, 2017 ([backup](#))
 6. Public Facilities (January 22, 2018 at 3:00 p.m., ECR)
8. PUBLIC COMMENT – Speaker sign-up encouraged no later than 5:45 p.m. day of meeting.



9. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM DECEMBER 11, 2017 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION

- A. CONSTRUCTION SERVICES AND EQUIPMENT CONTRACT / SECURITY KIOSK AT HUMAN SERVICES BUILDING ([backup](#))
 - 1. Contract Award: Patterson Construction, Beaufort, South Carolina
 - 2. Amount: \$146,154
 - 3. Funding Source: Account 40080011-54427, 2013 General Obligation Bond Capital Funding
 - 4. Public Facilities Committee discussion to occur December 11, 2017
- B. STATE CONTRACT PURCHASE / TWO 2018 DUMP TRUCKS FOR PUBLIC WORKS – STORMWATER INFRASTRUCTURE SECTION ([backup](#))
 - 1. Contract Award: Carolina International Trucks, Inc., Columbia, South Carolina
 - 2. Amount: \$318,308.52
 - 3. Funding Source: Account 50250011-54000, Stormwater Utility Enterprise Fund Vehicle Purchases
 - 4. Public Facilities Committee discussion to occur December 11, 2017
- C. NATIONAL JOINT POWERS ASSOCIATION COOPERATIVE CONTRACT (NJPA) VENDOR PURCHASE / ONE 2018 CAT MODEL 315F EXCAVATOR FOR PUBLIC WORKS – STORMWATER INFRASTRUCTURE SECTION ([backup](#))
 - 1. Contract Award: Blanchard CAT, Columbia, South Carolina
 - 2. Amount: \$162,782
 - 3. Funding Source: Account 50250011-54200, Stormwater Utility Enterprise Fund Specialized Capital Equipment
 - 4. Public Facilities Committee discussion to occur December 11, 2017
- D. SOFTWARE, HARDWARE, LICENSES AND TECHNICAL ASSISTANCE PURCHASE / SCHOOL ZONE FLASHER SYSTEM ([backup](#))
 - 1. Contract Award: Temple, Inc., Decatur, Alabama
 - 2. Amount: \$113,889.32 (\$108,466.02 contract and \$5,423.30 contingency)
 - 3. Funding Source: County Motorized Licensed Vehicle Road Use Fee (TAG) Funds
 - 4. Public Facilities Committee discussion to occur December 11, 2017
- E. Construction Services Contract / Voters Registration Warehouse ([backup](#))
 - 1. Contract Award: Patterson Construction, Beaufort, South Carolina
 - 2. Amount: \$231,917.34 (\$210,834 contract and \$21,083.34 contingency)
 - 3. Funding Source: 2017 General Obligation Bond, Account 40100011-54420, Enovation Existing Building, Voter Registration
 - 4. Public Facilities Committee discussion to occur December 11, 2017

10. CONSENT AGENDA

- A. CONSIDERATION OF CONTRACT AWARD / SOLE SOURCE PURCHASE OF THREE NEW HOMES FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DEPARTMENT ([backup](#))
1. Contract Award: Hutter Construction Corporation, Beaufort, South Carolina (\$350,000 for home in Live Oaks Development); Salt Line Construction, Port Royal, South Carolina (\$350,000 for home on Waddell Road); and Salt Line Construction, Port Royal, South Carolina (\$317,000 for home on Center Drive West)
 2. Amount: \$1,017,000
 3. Funding Source: Account 24470011-54410 Disabilities and Special Needs – Building Acquisition
 4. Natural Resources Committee discussion and recommendation to award contract occurred November 20, 2017 / Vote 4:0
- B. AN ORDINANCE TO CREATE THE KEEP BEAUFORT COUNTY BEAUTIFUL BOARD FOR THE PURPOSE OF LITTER CONTROL, BEAUTIFICATION, AND WASTE REDUCTION FOR BEAUFORT COUNTY ([backup](#))
1. Consideration of first reading approval to occur December 11, 2017
 2. Natural Resources Committee discussion and recommendation to approve on first reading occurred November 20, 2017 / Vote 4:0
- C. CONSIDERATION OF CONTRACT AWARD / ENERGOV PLANNING, PERMITTING AND LICENSING SOFTWARE ([backup](#))
1. Contract Award: Tyler Technologies, Inc.
 2. Amount: \$373,250 Software and Implementation
\$125,722 Recurring Annual Maintenance
 3. Funding Source: See Backup Material
 4. Natural Resources Committee discussion and recommendation to award contract occurred November 20, 2017 / Vote 5:0
- D. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF A PORTION OF A TRACT OF LAND TO COMPLETE A SIGNIFICANT STORMWATER DRAINAGE PROJECT ON SAINT HELENA ISLAND ([backup](#))
1. Consideration of adoption to occur December 11, 2017
 2. Natural Resources Committee discussion and recommendation to adopt resolution occurred November 20, 2017 / Vote 4:0

- E. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A TWO (2) YEAR EXTENSION OF THE LEASE AGREEMENT WITH THE SANTA ELENA FOUNDATION FOR THE FEDERAL COURTHOUSE ([backup](#))
1. Consideration of second reading approval to occur December 11, 2017
 2. Public hearing - Monday, January 8, 2018 beginning at 6:30 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. First reading approval occurred November 13, 2017
 4. Finance Committee discussion and recommendation to approve an amended lease extension for property located at 1501 Bay Street (known as former Federal Courthouse building), to perform all significant capital maintenance and repairs, as required, and to defer consideration of a lease extension and funding of the property known as the Dowling Family Lot until the end of fiscal year 17-18, contingent upon receipt of financial records from the Santa Elena Foundation. Discussion occurred November 6, 2017 / Vote 7:0
- F. AN ORDINANCE COMMITTING FUNDS FROM THE BUCKWALTER PLACE MULTI-COUNTY INDUSTRIAL PARK FEE IN LIEU OF TAXES REVENUE AND ADDITIONAL REVENUE GENERATED FROM THE BUCKWALTER PLACE DEVELOPMENT AFTER THE EXPIRATION OF THE MULTI-COUNTY INDUSTRIAL PARK, UP TO A TOTAL OF \$5,000,000.00, CONTINGENT UPON THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING IDENTIFYING THE CONTRIBUTIONS OF THE TOWN OF BLUFFTON AND THE BEAUFORT COUNTY SCHOOL DISTRICT TO FUND PORTIONS OF THE CONSTRUCTION COST OF THE LOWCOUNTRY CULINARY INSTITUTE AND TOURISM CENTER TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY ([backup](#))
1. Consideration of second reading approval to occur December 11, 2017
 2. Public hearing - Monday, January 8, 2018 beginning at 6:30 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. First reading approval occurred November 13, 2017 / Vote 11:0
 4. Finance Committee discussion and recommendation to approve on first reading occurred November 6, 2017 / Vote 7:0
- G. AN ORDINANCE ALLOCATING \$3,243,000.00 FROM LOCAL HOSPITALITY TAX FUNDS TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR A PORTION OF COST FOR CONSTRUCTION OF A LOWCOUNTRY CULINARY AND TOURISM CENTER ([backup](#))
1. Consideration of second reading approval to occur December 11, 2017
 2. Public hearing - Monday, January 8, 2018 beginning at 6:30 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. First reading approval occurred November 13, 2017 / Vote 11:0
 4. Finance Committee discussion and recommendation to approve on first reading occurred November 6, 2017 / Vote 7:0

H. AN ORDINANCE OF BEAUFORT COUNTY COUNCIL ADDING CHAPTER 38, ARTICLE 6: SINGLE-USE PLASTIC BAGS TO THE BEAUFORT COUNTY CODE OF ORDINANCES TO ENCOURAGE THE USE OF REUSABLE CHECKOUT BAGS AND RECYCLABLE PAPER CARRYOUT BAGS AND BANNING THE USE OF SINGLE-USE PLASTIC BAGS FOR RETAIL CHECKOUT OF PURCHASED GOODS IN THE UNINCORPORATED AREAS OF THE COUNTY ([backup](#))

1. Consideration of second reading approval to occur December 11, 2017
2. Public hearing - Monday, January 8, 2018 beginning at 6:30 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. First reading approval occurred November 13, 2017 / Vote 10:1
4. Council Work Session to receive public comment and input occurred November 8, 2017
5. Council Work Session to receive public comment and input occurred November 1, 2017
6. Council Work Session to receive public comment and input occurred October 25, 2017
7. Natural Resources Committee discussion and recommendation to approve ordinance with amendments/additions occurred October 16, 2017 / Vote 4:1
8. Natural Resources Committee Work Session to receive public comment and input occurred October 5, 2017
9. Natural Resources Committee Work Session to receive public comment and input occurred September 25, 2017
10. Natural Resources Committee discussion incident to the date and time of two Natural Resources Committee Work Sessions occurred September 18, 2017
11. Council postponed action and sent back to the Natural Resources Committee for additional public input and public comment on August 28, 2017
12. Natural Resources Committee discussion and recommendation to approve on first reading occurred August 22, 2017 / Vote 4:2

11. MATTERS ARISING OUT OF EXECUTIVE SESSION

12. PUBLIC COMMENT - Speaker sign-up encouraged.

13. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
November 13, 2017

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

The regular session of the County Council of Beaufort County was held Monday, November 13, 2017 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart, Council members Rick Caporale, Mr. Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard, Stewart Rodman and Roberts "Tabor" Vaux.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

INVOCATION

Council member York Glover gave the Invocation.

PROCLAMATION

Small Business Saturday

The Chairman proclaimed November 25, 2017 as Small Business Saturday and encouraged residents to recognize and support small businesses within our community by shopping at these establishments on the Saturday following Thanksgiving. Mrs. Blakely Williams, President, Beaufort Regional Chamber of Commerce, accepted the proclamation.

ADMINISTRATIVE CONSENT AGENDA

Review of the Proceedings of the Caucus held October 23, 2017

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council approve the minutes of the caucus held October 23, 2017. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Review of the Proceedings of the Regular Session held October 23, 2017

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council approve the minutes of the regular session held October 23, 2017. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Committee Reports

Natural Resource Committee

Natural Resources Committee Chairman Brian Flewelling stated the Committee is to meet on November 20, 2017 to discuss various items -- potential changes to the Community Development Code and Comprehensive Future Land Use Map.

Governmental Committee

Governmental Committee Chairman Gerald Dawson stated at the November 6, 2017 Committee meeting, Economic Development Corporation Chairman, Stephen Murray, introduced newly hired Director, John O'Toole. In addition, the Committee approved terminating the contractual agreement, entered into on December 15, 2016, with the Beaufort Regional Chamber of Commerce for economic development-related services. He thanked Mrs. Blakely Williams, President, Beaufort Regional Chamber of Commerce, and the Chamber for their continued support, and introduced Mr. O'Toole to Council.

PUBLIC COMMENT

Mr. Josh Gruber, Interim County Administrator, addressed Council regarding allegations made during public comment at the October 23, 2017 Council meeting concerning a County employee's improper use of a County vehicle. Staff investigated the claim and there has been no violation of County policy. Mr. Wade Bishop is a 31-year employee with Beaufort County's Alcohol and Drug Abuse Division. Mr. Bishop frequently attends meetings in Columbia, South Carolina. Mr. Bishop staying at his property in Prosperity, South Carolina saves the County money from having to pay hotel expenses and/or wear and tear on the County-owned vehicle. The use complies with Beaufort County's established policies and is for the County's benefit. In the future, he asked if there are any citizen complaints against employees to inform administration who will investigate before publicizing the complaint.

Mr. Jim Beckert, Auditor, announced the mailing of tax notices last week. He is working to implement new processes so that the taxation process is more equitable for taxpayers, to include an initiative updating the programming for vehicle taxation so that vehicles are valued at the

lowest trim level based on information from the South Carolina Department of Revenue when appropriate

Ms. Rikki Parker, Project Manager, S.C. Coastal Conservation League, thanked Council for moving forward with an ordinance to ban plastic bags. The support has been overwhelming. This is not a silver bullet to all of our litter problems, but it is a start.

Mr. Tommy O'Brien, a Burton resident, thanked Mrs. Howard for her recent community meeting regarding sewer in the Shell Point area. He expressed his support for the plastic bag ban.

Mr. Ralph Green, a Beaufort County Solid Waste and Recycling employee, spoke about safety at convenience centers. During winter months, it gets dark early and there is limited lighting at these sites. He asked that Council consider changing operating hours, providing some Sundays off to attend church, and add more lighting.

Mr. Billy Keyserling, Mayor, City of Beaufort, expressed his agreement with Mr. Tommy O'Brien's comments regarding plastic bags and expecting people to do the right thing. The City of Beaufort will be considering a resolution tomorrow, and will review the ordinance banning plastic bags, following County Council's approval.

Ms. Deborah Hoffman, representing Harbor Island Oceanfront Owners Associations LLC, is here before Council to appeal Council's 2018 State (2%) Accommodations Tax grant funding recommendations. The Association applied but did not receive funding for re-nourishment and stabilization of infrastructure soil/sand on the public beach and private property.

ITEMS REMOVED FROM CONSENT AGENDA

STATE (2%) ACCOMMODATIONS TAX BOARD FISCAL YEAR 2018 GRANT RECOMMENDATIONS TO TOURISM-RELATED ORGANIZATIONS IN THE CUMULATIVE AMOUNT OF \$550,000

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council accept the Accommodations (2% State) Tax Board fiscal year 2018 grant recommendations to tourism-related organizations in the amount of \$540,000 as follows: Arts Center of Coastal Carolina - \$10,000, Beaufort Art Association - \$1,000, Beaufort County Black Chamber of Commerce - \$81,000, Beaufort Film Society - \$15,000, Beaufort History Museum - \$30,000, Beaufort History Museum, Project 2 - \$8,000, Beaufort Regional Chamber of Commerce - \$100,000, Bluffton Historical Preservation Society - \$15,000, Coastal Discovery Museum - \$20,000, Community Foundation of the Lowcountry - \$5,000, Daufuskie Island Foundation - \$5,500, Daufuskie Island Historical Foundation - \$4,000, David M. Carmines Foundation - \$10,000, Exchange Club and Child Abuse Prevention Association (CAPA) - \$500, Farmers Market of Bluffton - \$2,000, Friends of Fort Freemont - \$7,000, Friends of the Spanish Moss Trail - \$3,750, Greater Bluffton Chamber of Commerce - \$10,000, Gullah Festival, Main Street Beaufort - \$31,150, Gullah Museum of Hilton Head Island - \$8,000, Hilton Head Choral Society - \$3,000, Hilton Head Hospitality Association - \$6,000, Hilton Head Island – Bluffton Chamber

of Commerce and Visitor and Convention Bureau - \$21,000, Hilton Head Island Motoring Festival and Concours d'Elegance - \$26,000, Hilton Head Symphony Orchestra - \$7,000, Historic Bluffton Arts and Seafood Festival, Inc. - \$10,000, Lean Ensemble Theater - \$1,800, Lowcountry Golf Course Owners Association - \$10,000, Mitchelville Preservation Project - \$27,500, Native Island Business and Community Affairs Association (NIBCAA) - \$23,000, Santa Elena Foundation, History Center - \$1,800, SC Lowcountry and Resort Island Tourism Commission - \$35,000, and The First Tee of the Lowcountry - \$11,000, making the cumulative amount of grant appropriations \$550,000.

Mr. Caporale removed this item from the consent agenda. The issue before the Supreme Court is whether certain non-profit organizations, that take government monies, should be subject to the Freedom of Information Act (FOIA). Should they have to show detailed financial records? It does not sound complicated, but it is. He is supportive of the making those organizations subject to FOIA.

The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mr. Caporale. The motion passed.

AN ORDINANCE OF BEAUFORT COUNTY COUNCIL ADDING CHAPTER 38, ARTICLE 6: SINGLE-USE PLASTIC BAGS TO THE BEAUFORT COUNTY CODE OF ORDINANCES TO ENCOURAGE THE USE OF REUSABLE CHECKOUT BAGS AND RECYCLABLE PAPER CARRYOUT BAGS AND BANNING THE USE OF SINGLE-USE PLASTIC BAGS FOR RETAIL CHECKOUT OF PURCHASED GOODS IN THE UNINCORPORATED AREAS OF THE COUNTY

Main motion: It was moved by Mr. Flewelling, as Natural Resources Committee Chairman, that Council approve on first reading an ordinance of Beaufort County Council adding Chapter 38, Article 6: Single-Use Plastic Bags to the Beaufort County Code of Ordinance to encourage the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased good in the unincorporated areas of the County.

Chairman Paul Sommerville removed this item from the Consent Agenda. He thanked Natural Resources Chairman Brian Flewelling for his efforts to hold public work sessions on this topic and allow the opportunity for many people to provide their thoughts. Mr. Sommerville feels this is a great first step in dealing with a worldwide problem. We see the results of plastic on our environment, plastic bags being one of those pollutants. While we have this momentum to do something about this problem, he feels it necessary to look at our current litter and illegal dumping ordinances. He has requested the Interim County Administrator to look at what our Magistrates have been doing in this regard. The results were that the penalties were approximately \$55.00 to \$90.00, unless illegal dumping of large amounts. He would like the minimum penalty increased. He hopes the municipalities would join the County in this effort. The Sheriff has three environmental officers whose job is to enforce litter and illegal dumping laws, maritime patrols and special patrols. He would like Council to give this consideration.

Mr. Flewelling stated in the October 16, 2017 Natural Resources Committee, he made the motion and members adopted numerous amendments to the ordinance presented. The ordinance presented tonight includes all of those amendments, but two – (1) required calculation and statistics record keeping about the number of bags finding on litter patrols, and (2) multi-jurisdictional ordinance.

Mr. Gruber said we are looking for a department basis to set measurable standards. In addition, concerning the multi-jurisdictional ordinance, the ordinance has been shared with the municipalities within the County and the response seems favorable. They may not be signatories of the County's legislative action; the content on which the County is acting will be mirrored.

Mrs. Howard said the Town of Port Royal has issues with dumping and littering. They are looking at ways of changing human behavior.

Mr. Rodman fears if we include a sunset clause, we will not be able to bring this back or continue this ordinance if the Legislature approves the "ban on bans."

Mr. Gruber said it depends on the language used in the state legislation, whether or not it continue past the sunset/grandfathered. He suggested adding, "the ordinance will sunset three years after it takes effect, unless otherwise extended by action of Beaufort County Council" thereby allowing the ability to continue forward if desired.

Motion to amend by addition: It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council amend the language of the ordinance regarding the sunset language "ordinance shall sunset three years from the date it takes effect, unless otherwise extended by action of Beaufort County Council."

Mr. Glover favors removing the sunset language completely and requiring an evaluation in three years. He fears the State will pass legislation prohibiting the continuation following the sunset.

Mr. Rodman withdrew is second to the motion to amend by addition.

The motion to amend by addition died for lack of a second.

Motion to amend by substitution: It was moved by Mr. Glover, seconded by Mr. Flewelling, that Council amend the language of ordinance to remove Section 38-166(B) – "This Ordinance shall sunset three (3) years from the date it takes effect" and include language in Section 38-166 to evaluate effectiveness of ordinances within three years.

Mr. Stewart wants to know the factors that would go into this evaluation. We are not an isolated County. We do not know the source of the litter. What constitutes a change? What constitutes success or nonsuccess? There are numerous ways these bags get into the community. Do we have any idea or knowledge how many government jurisdictions along the east coast have banned plastic bags?

Vote on motion to amend by substitute: The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Vaux. NAYS – Mr. Stewart. The motion passed.

Mr. Rodman hopes the municipalities will move their ordinances forward in parallel.

Mr. Billy Keyserling, Mayor, City of Beaufort Mayor, stated his confusion with the process. He thought this would be a County ordinance, and there would be a Memorandum of Understanding that ties in the municipalities, similar to the process used with the Animal Control Ordinance.

Mr. Gruber said the Animal Control Ordinance provides animal control services to the municipalities. Once Council gives first reading of the ordinance, the municipalities will begin moving forward with their approval process.

Mr. Keaveny spoke about the *South Carolina Code of Laws* and Beaufort County's provisions as it relates to litter control, and compared those with other County's ordinances. Our ordinance is virtually the State statute verbatim. It is as strong as the State statute. The question is whether we can put more teeth in our ordinance that is greater than the language within the State statute.

Mr. Stewart stated there are two issues – littering and personal use. We should not be legislating against the rights of people to have and use plastic bags. It is a different situation if they are using them improperly. If all of the citizens that came out to these meetings chose not to use plastic bags, you are speaking with your wallet. The businesses will hear loud and clear. It is not Council's job to legislate against the use of plastic bags. The root cause of the problem is how people use them. There is a lot bigger problem in the ocean than the plastic bag issues we are discussing. We need to attack this from a different approach.

Mr. Caporale said he does not like having to pass this, but too many people are irresponsible. We also need to ban smoking on the beach. By volume, cigarette butts were the number one pollutant.

Mr. Covert stated it is important that we are good stewards of the environment. If we do not move forward, we are going to lose Home Rule. We, as a County, said years ago that we could govern ourselves. We are killing ourselves. We are killing our environment.

Vote on main motion to include the motion to amend by substitution: Council approve on first reading an ordinance of Beaufort County Council adding Chapter 38, Article 6: Single-Use Plastic Bags to the Beaufort County Code of Ordinance to encourage the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased good in the unincorporated areas of the County; with the removal of Section 38-166(B) – "This Ordinance shall sunset three (3) years from the date it takes effect" and the inclusion of language in Section 38-166 to evaluate effectiveness of ordinances within three years. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Vaux. NAYS – Mr. Stewart. The motion passed.

CONSENT AGENDA

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A TWO (2) YEAR EXTENSION OF THE LEASE AGREEMENT WITH THE SANTA ELENA FOUNDATION FOR THE FEDERAL COURTHOUSE

This item comes before Council under the Consent Agenda. Discussion occurred at the November 6, 2017 meeting of the Finance Committee.

Mr. Rodman removed this item from the Consent Agenda for discussion only and added it back to the Consent Agenda for matter of vote. He asked staff to look at whether a revision of the words is necessary due to a three-month slippage of them not moving into the facility.

It was moved by Mr. Flewelling, seconded by Mr. Vaux, that Council approve on first reading an ordinance authorizing the Interim County Administrator to execute a two-year extension of the lease agreement with the Santa Elena Foundation for the Federal Courthouse. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

AN ORDINANCE COMMITTING FUNDS FROM THE BUCKWALTER PLACE MULTI-COUNTY INDUSTRIAL PARK FEE IN LIEU OF TAXES REVENUE AND ADDITIONAL REVENUE GENERATED FROM THE BUCKWALTER PLACE DEVELOPMENT AFTER THE EXPIRATION OF THE MULTI-COUNTY INDUSTRIAL PARK, UP TO A TOTAL OF \$5,000,000.00, TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR THE CONSTRUCTION OF THE LOWCOUNTRY CULINARY INSTITUTE

This item comes before Council under the Consent Agenda. Discussion occurred at the November 6, 2017 meeting of the Finance Committee.

Mr. Rodman removed this item from the Consent Agenda for discussion only and added it back to the Consent Agenda for matter of vote. The financial aspect is unclear. It would be useful to have a summary of where the dollars will come from, how they are spent, and what the funding document will look like. In addition, most culinary institutes call themselves “culinary art institutes.” If the Technical College of the Lowcountry were to change the name, we would need to amend our documents.

It was moved by Mr. Flewelling, seconded by Mr. Vaux, that Council approve on first reading an ordinance committing funds from the Buckwalter Place Multi-County Industrial Park Fee in Lieu of Taxes Revenue and additional revenue generated from the Buckwalter Place Development after the expiration of the Multi-County Industrial Park, up to a total of \$5,000,000 to the Technical College of the Lowcountry for the construction of the Lowcountry Culinary Institute. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

AN ORDINANCE ALLOCATING \$3,243,000.00 FROM LOCAL HOSPITALITY TAX FUNDS TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR A PORTION OF COST FOR CONSTRUCTION OF A LOWCOUNTRY CULINARY INSTITUTE CONTINGENT UPON THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING IDENTIFYING THE TOWN OF BLUFFTON'S AND THE SCHOOL DISTRICT'S FINANCIAL COMMITMENTS TO FUND PORTIONS OF THE CONSTRUCTION COST

This item comes before Council under the Consent Agenda. Discussion occurred at the November 6, 2017 meeting of the Finance Committee.

Mr. Rodman removed this item from the Consent Agenda for discussion only and added it back to the Consent Agenda for matter of vote. The financial aspect is unclear. It would be useful to have a summary of where the dollars will come from, how they are spent, and what the funding document will look like. In addition, most culinary institutes call themselves “culinary art institutes.” If the Technical College of the Lowcountry were to change the name, we would need to amend our documents.

It was moved by Mr. Flewelling, seconded by Mr. Vaux, that Council approve on first reading an ordinance allocating \$3,243,000 from Local Hospitality Tax Funds to the Technical College of the Lowcountry for a portion of the cost for construction of a Lowcountry Culinary Institute contingent upon the execution of a Memorandum of Understanding identifying the Town of Bluffton's and the School District's financial commitments to fund portions of the construction cost. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

CONSIDERATION OF CONTRACT AWARD / EMERGENCY MEDICAL SERVICES (EMS) PURCHASE OF ONE AMBULANCE

This item comes before Council under the Consent Agenda. Discussion occurred at the November 6, 2017 meeting of the Governmental Committee.

It was moved by Mr. Flewelling, seconded by Mr. Vaux, that Council award a contract to purchase one new 2017 Ford F450, 4x2, Diesel, Type I Ambulance Conversion Package from AEV Northwestern Emergency Vehicles, Jefferson, North Carolina in the amount of \$240,997.00. Funding will come from account 40090011-54003, EMS Vehicle Purchases. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2016/8 AND AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT FROM PLANTATION BUSINESS PARK OWNERS' ASSOCIATION INC., BUSINESS PARK WAY AND A PORTION OF PLANTATION PARK DRIVE, INTO COUNTY ROAD SYSTEM INCLUDING STORMWATER DRAINAGE INFRASTRUCTURE WITHIN THE DEDICATED RIGHTS OF WAY

This item comes before Council under the Consent Agenda. Discussion occurred at the May 15, 2017 meeting of the Public Facilities Committee.

It was moved Mr. Flewelling, seconded by Mr. Vaux, that Council adopt a resolution repealing and replacing Resolution 2016-8 and authorizing the County Administrator to accept from Plantation Business Park Owner's Association Inc., Business Park Way and a portion of Plantation Park Drive, into County Road System including stormwater drainage infrastructure within the dedicated right of way. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

PUBLIC HEARINGS

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$630,000 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK BOAT RAMP, LADY'S ISLAND

The Chairman opened a public hearing beginning at 6:30 p.m. for the purpose of receiving public comment regarding an ordinance to appropriate funds not to exceed \$630,000 from the 2% Local Hospitality Tax Funds to the County General Fund for improvements to the Factory Creek Boat Ramp, Lady's Island. After calling once for public comment, the Chairman recognized Mr. Tommy O'Brien, a Burton resident, who spoke in favor of this item. He supports using these monies to fix boat ramps.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:34 p.m.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve on third and final reading an ordinance to appropriate funds not to exceed \$630,000 from the 2% Local Hospitality Tax Funds to the County General Fund for improvements to the Factory Creek Boat Ramp, Lady's Island. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

AN ORDINANCE ENACTED PURSUANT TO S.C. CODE ANN. §4-37-30 *ET SEQ.* TO IMPOSE A ONE PERCENT (1%) TRANSPORTATION SALES AND USE TAX FOR NOT MORE THAN FOUR (4) YEARS, IF APPROVED BY REFERENDUM; TO AUTHORIZE THE ISSUE OF GENERAL OBLIGATION BONDS NOT TO EXCEED \$120,000,000 IF APPROVED BY REFERENDUM, TO DESCRIBE THE TRANSPORTATION-RELATED PROJECTS AND ESTIMATED CAPITAL COSTS OF THE PROJECTS TO BE FUNDED IN WHOLE OR IN PART FROM THE PROCEEDS OF THE TAX; TO ORDER A COUNTY-WIDE REFERENDUM ON THE QUESTION OF IMPOSING THE TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS; TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS; AND PROVIDE FOR ALL OTHER THINGS NECESSARY TO SUBMIT THE AFORESAID QUESTIONS TO THE ELECTORATE

The Chairman opened a public hearing beginning at 6:38 p.m. for the purpose of receiving public comment regarding an ordinance enacted pursuant to S.C. Code Ann. §4-37-30 *et seq.* to impose a one percent (1%) Transportation Sales and Use Tax for not more than four years, if approved by referendum; to authorize the issue of General Obligation Bonds not to exceed \$120,000,000 if approved by referendum, to describe the transportation-related projects and estimated capital costs of the projects to be funded in whole or in part from the proceeds of the tax; to order a county-wide referendum on the question of imposing the tax and authorizing the issuance of general obligation bonds; to prescribe the contents of the ballot questions; and provide for all other things necessary to submit the aforesaid questions to the electorate. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:39 p.m.

Mr. Glover stated a part of these dollars would go towards sidewalks. There are very few pathways in his District (County Council District 3) and his residents need a place to walk. Going forward, he hopes funds are available for more pathways on St. Helena Island.

It was moved by Mr. Fobes, seconded by Mr. Dawson, that Council approve on third and final reading an ordinance enacted pursuant to S.C. Code Ann. §4-37-30 *et seq.* to impose a one percent (1%) Transportation Sales and Use Tax for not more than four years, if approved by referendum; to authorize the issue of General Obligation Bonds not to exceed \$120,000,000 if approved by referendum, to describe the transportation-related projects and estimated capital costs of the projects to be funded in whole or in part from the proceeds of the tax; to order a county-wide referendum on the question of imposing the tax and authorizing the issuance of general obligation bonds; to prescribe the contents of the ballot questions; and provide for all other things necessary to submit the aforesaid questions to the electorate. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

MATTERS ARISING OUT OF EXECUTIVE SESSION

It was moved by Mr. Glover, seconded by Mr. Flewelling, that Council authorize the Interim County Administrator to provide correspondence, on behalf of County Council to the South Carolina Department of Parks, Recreation, and Tourism, indicating that the County has no objection to the purchase of certain real property located within Beaufort County by the Department. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. RECUSAL – Mr. Vaux. (A lawyer within his Law Firm is preparing the title work for the seller). The motion passed.

Chairman Sommerville stated Council is in the process of engaging with the Lowcountry Council of Governments to provide a Request for Qualifications for the ongoing County Administrator search and helping to find a consultant to facilitate that search.

PUBLIC COMMENT

There were no requests to speak.

ADJOURNMENT

Council adjourned at 7:45 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST: _____
Ashley M. Bennett, Clerk to Council

Ratified: _____

Official Proceedings
County Council of Beaufort County
November 13, 2017

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

A caucus of the County Council of Beaufort County was held Monday, November 13, 2017 beginning at 5:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart, and Council members Rick Caporale, Michael Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard, Stewart Rodman and Roberts "Tabor" Vaux.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

DISCUSSION OF NON-AGENDA ITEMS

Interim County Administrator Josh Gruber informed Council of an attempted wire-theft situation the County recently faced. An unknown individual contacted a Finance Department employee regarding a wire transfer for professional services in the amount of \$38,000. The sender used a spoofing-email address, which changes the display name of web addresses, and it looks as if the email came from himself, as Interim County Administrator. Beaufort County has policies and procedures in place that would have prevented this fraud. This is a learning opportunity; and, since this incident, staff has incorporated additional processes.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Fobes, seconded by Mr. Flewelling, that Council go immediately into executive session for discussions incident to proposed contractual negotiations and proposed purchase of property (Sea Trawlers and South Carolina Department of Parks, Recreation and Tourism) and discussion of employment of persons regulated by County Council. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville, Mr. Stewart, and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

EXECUIVE SESSION

ADJOURNMENT

Council adjourned at 6:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST:

Ashley M. Bennett, Clerk to Council

Ratified:

DRAFT

GOVERNMENTAL COMMITTEE

December 4, 2017

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Governmental Committee met Monday, December 4, 2017 beginning at 2:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Gerald Dawson, and members Michael Covert, Brian Flewelling and York Glover present. Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote. Vice Chairman Steven Fobes, Jerry Stewart and Roberts "Tabor" Vaux absent.

County staff: Chuck Atkinson, Director, Building Codes; Hakim Bayyoud, County Floodplain Manager; Building Codes; Phil Foot, Assistant County Administrator-Public Safety; Joshua Gruber, Interim County Administrator; Chris Inglese, Assistant County Attorney; and Tom Keaveny, County Attorney.

Media: Joe Croley, *Lowcountry Inside Track*.

Councilman Dawson chaired the meeting.

INFORMATION ITEMS

1. McNair Law Firm Contract Extension / Lobbying Efforts

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Josh Gruber, Interim County Administrator, reviewed this item with the Committee. Mr. Gruber received a proposal from McNair Law Firm, P.A. regarding the 2018 Legislative Session. The proposal contains the same engagement terms and conditions as the previous year. This proposal is for a one-year period beginning January 1, 2018 and ending December 31, 2018. The total retainer for Beaufort County is \$52,000, which includes the County's contract for \$37,500 (contingent upon the School Board additionally contracting for \$37,500), \$12,500 for two additional legislative matters and \$2,500 for assistance to the Technical College of the Lowcountry, as it relates to state appropriation matters. In addition to the fixed fee, the County will be responsible for any out-of-pocket costs and disbursements that may incur in connection with this representation, such as photocopying, courier and hand-delivery charges, long distance telephone, filing fees, travel charges, etc.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Glover, that Committee renew a contract extension to McNair Law Firm, P.A., Columbia, South Carolina for lobbying services for the engagement period beginning January 1, 2018 and ending December 31, 2018 in the total of \$52,500, which includes the County's contract for \$37,500 (contingent upon the School Board additionally contracting for \$37,500), \$12,500 for two additional legislative matters and \$2,500 for assistance to the Technical College of the Lowcountry, as it relates to state appropriation matters. In addition to the fixed fee, the County will be responsible for any out-of-pocket costs and disbursements that may incur in connection with this representation, such as photocopying, courier and hand delivery charges, long distance telephone, filing fees, travel charges, etc. The vote: YEAS – Mr. Covert, Mr. Dawson, Mr. Flewelling, and Mr. Glover. ABSENT – Mr. Fobes, Mr. Stewart and Mr. Vaux. The motion passed.

Status: Committee renewed a contract extension to McNair Law Firm, P.A., Columbia, South Carolina for lobbying services for the engagement period beginning January 1, 2018 and ending December 31, 2018 in the total of \$52,500, which includes the County's contract for \$37,500 (contingent upon the School Board additionally contracting for \$37,500), \$12,500 for two additional legislative matters and \$2,500 for assistance to the Technical College of the Lowcountry, as it relates to state appropriation matters. In addition to the fixed fee, the County will be responsible for any out-of-pocket costs and disbursements that may incur in connection with this representation, such as photocopying, courier and hand-delivery charges, long distance telephone, filing fees, travel charges, etc.

2. Preliminary Flood Maps for Beaufort County / Building Codes Department

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Chuck Atkinson, Director, Building Codes, provided the Committee with a PowerPoint Presentation on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps.

- Preliminary maps received by County in September 2017
- Maps made available for review on FEMA.gov in October 2017
- FEMA sponsored informational meetings held at three locations
- November 28 (Hilton Head Island), November 29 (Bluffton), November 30 (St. Helena Island)
- Additional County-sponsored meetings spring 2018, fall 2018 and spring 2019.
- State adoption and local implementation of maps anticipated middle 2019

Mr. Atkinson stated County Staff is willing to hold additional public meetings.

Status: Information only.

NATURAL RESOURCES COMMITTEE

November 20, 2017

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Natural Resources Committee met Monday, November 20, 2017 beginning at 3:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Tabor Vaux and members, Steven Fobes, York Glover and Alice Howard present. Stu Rodman participated telephonically. Non-committee member Michael Covert present. Committee members Rick Caporale and Gerald Dawson absent.

County Staff: Gayle Brown, Accounting Technician, Department of Disabilities and Special Needs Department; Beth Cody, Fiscal Operations Manager, Department of Disabilities and Special Needs Department; Tony Criscitiello, Planning Director; Josh Gruber, Interim County Administrator; Chris Inglese, Assistant County Attorney; Eric Larson, Division Director-Environmental Engineering; Bill Love, Director, Department of Disabilities and Special Needs Department; Wanda Mayse, Deputy Director, Department Disabilities and Special Needs Department; Rob Merchant, Long-Range Planner; Dan Morgan, Director, Mapping and Applications; Monica Spells, Assistant County Administrator-Civic Engagement and Outreach; Marc Sutton, Deputy Director, Facilities Management Department; Dave Thomas, Purchasing Director; and David Wilhelm, Director, Public Works Department.

Public: Garth Magness, Senior Account Executive, Tyler Technologies; Carol Murphy, Associate, Board of Commissioners, Beaufort Soil and Water Conservation District; and Roy Phibbs, Senior Account Executive Tyler Technologies.

Media: Joe Croley, *Lowcountry Inside Track*.

Committee Chairman Mr. Flewelling chaired the meeting.

ACTION ITEMS

1. Consideration of Contract Award / Sole Source Purchase of Three New Homes for the Beaufort County Disabilities and Special Needs Department

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, presented this item to the Committee. The Purchasing Department received a request from the Disabilities and Special Needs Department (DSN) to purchase three homes in support of replacing the Beaufort County Community Residential Care Facility located in the Town of Port Royal at 1508 Old Shell Road. This facility is aging and no longer meets federal and state compliance requirements of those it is meant to serve. Transitioning the current residents of this facility into the requested homes, will better enable DSN to provide the necessary ongoing care for them with safer, more appropriate housing. These homes will be built to accommodate DSN consumers and adhere to applicable ADA standards. In addition to having four bedrooms for four occupants, each home will have two bathrooms and a staff office with a half-bath. The South Carolina Department of Disabilities and Special needs (SCDDSN) will reimburse Beaufort County the full sale price of the current Port Royal property when sold, allowable via a budget proviso passed by the South Carolina General Assembly. SCDDSN will reimburse Beaufort County for the sprinkler system installation and \$8,000 per home for furnishings. DSN encountered obstacles with developers not being able to accommodate the design specifications.

Recommended Vendors and Cost

- Hutter Construction Corporation, Beaufort, South Carolina (home in Oaks Development) \$350,000
- Salt Line Construction, Port Royal, South Carolina (home on Waddell Road) \$350,000
- Salt Line Construction, Port Royal, South Carolina (home on Center Drive West) \$317,000

Mr. Covert questioned the amount of money being spent on these homes given the square footage.

Mr. Thomas pointed out that DSN requires these homes to be ADA compliant which, in turn, results in additional required costs.

Chairman Flewelling asked that staff provide a cost breakdown of land and construction plans prior to first reading.

Mr. Gruber stated that a breakdown of costs could be provided. In the past the County had purchased existing homes and did renovations on those homes in order to become ADA compliant, which had brought additional costs. The County was saving money by purchasing the

plans and doing the construction to be ADA compliant. In addition, these homes will not be located in rural settings, but, instead, integrated to fit seamlessly into the community.

Motion: It was moved by Ms. Howard, seconded by Mr. Vaux, that Natural Resources Committee recommend Council award a contract to Hutter Construction Corporation, Beaufort, South Carolina (home in Live Oaks development) \$350,000; Salt Line Construction, Port Royal, South Carolina (home on Waddell Road) \$350,000; Salt Line Construction, Port Royal, South Carolina (home on Center Drive West) \$317,000 for the purchase of three new homes for the Disabilities and Special Needs Department. The total award is \$1,017,000. Funding will come from account 24470011-54410 Disabilities and Special Needs – Building Acquisition. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, and Mr. Glover. The motion passed.

Recommendation: Council award a contract to Hutter Construction Corporation, Beaufort, South Carolina (home in Live Oaks development) \$350,000; Salt Line Construction, Port Royal, South Carolina (home on Waddell Road) \$350,000; Salt Line Construction, Port Royal, South Carolina (home on Center Drive West) \$317,000 for the purchase of three new homes for the Disabilities and Special Needs Department. The total contract award is \$1,017,000. Funding will come from account 24470011-54410 Disabilities and Special Needs – Building Acquisition.

2. Discussion / Keep Beaufort County Beautiful Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Chris Inglese, Assistant County Attorney, reviewed this item with the Committee. The proposed ordinance would create the Keep Beaufort County Beautiful Board as an affiliate of Keep America Beautiful and Palmetto Pride, for the purpose of litter control, beautification, and waste reduction in Beaufort County. He has received assurances from Keep America Beautiful and Palmetto Pride that funding sources would not be affected, providing reports are submitted and this Board maintains the same mission.

Mrs. Howard stated this item came out of the February 2018 Council Strategic Planning Session. This organization, Keep Beaufort County Beautiful, has been active at least 30 years and, establishing it as a County Board, would formalize what this organization has been doing in the past.

Motion: It was moved by Mrs. Howard, seconded by Mr. Fobes, that Committee recommend Council approve on first reading an ordinance to create the Keep Beaufort County Beautiful Board as an affiliate of Keep America Beautiful and Palmetto Pride for the purpose of litter control, beautification and waste reduction for Beaufort County. The vote: YEAS – Mr. Flewelling Mr. Fobes, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson and Mr. Glover arrived at 3:30 p.m. The motion passed.

Recommendation: Council approve on first reading an ordinance to create the Keep Beaufort County Beautiful Board as an affiliate of Keep America Beautiful and Palmetto Pride for the purpose of litter control, beautification and waste reduction for Beaufort County.

3. Presentation / Tyler Technologies / Energy, Planning, Permitting And Licensing Software

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. Staff has interviewed and evaluated many firms, and feels Tyler Technology to be the best fit for Beaufort County. He introduced Garth Magness, Senior Account Executive, Tyler Technologies and Roy Phibbs, Senior Account Executive, Tyler Technologies whom provided the Committee a PowerPoint presentation regarding software benefits. This software includes enhanced citizen self-service, powerful reporting tools, robust ArcGIS integration, Enterprise workflow, powerful mobile capabilities, and seamless Munis integration. Mr. Magness also provided an overview of implementation, support account management, continuing education and the Tyler Evergreen Program.

Mr. Josh Gruber, Interim County Administrator, stated this software was a priority that had come out of last year's retreat and was a part of the budget.

Motion: It was moved by Mr. Vaux, seconded by Mr. Fobes, that Natural Resources Committee recommend Council award a contract to Tyler Technologies, Inc. for energy, planning, and licensing software in the amount \$125,752 years, for 3.5 years. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Caporale and Mr. Dawson. The motion passed.

Recommendation: Council award a contract to Tyler Technologies, Inc., for energy, planning, and licensing software in the amount \$125,752 per years, for 3.5 years.

4. Condemnation of a Drainage Easement on Property Located off of Halifax Road, St. Helena Island

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Division Director-Environmental Engineering, reviewed this item with the Committee. This is a condemnation request of a drainage easement on property located off Halifax Road, St. Helena Island. The Public Works Stormwater Utility is currently in the process of maintaining the drainage system on and around the parcel identified as Tax Map #R30001600178A0000. Beaufort County sent a letter to the property owner requesting a drainage easement in order to maintain the drainage system and not create flooding. The property owner has not responded to requests from staff for maintaining the drainage system.

Motion: It was moved by Mr. Glover, seconded by Mrs. Howard, that Committee approve and recommend Council adopt a resolution authorizing the County Administrator to pursue condemnation of a portion of a tract of land (identified as Tax Map #R30001600178A0000) located off Halifax Road to complete a significant stormwater drainage project on St. Helena Island. The vote: YEAS – Mr. Flewelling Mr. Fobes, Mr. Glover and Ms. Howard. ABSENT – Mr. Caporale, Mr. Dawson and Mr. Vaux. The motion passed.

INFORMATION ITEMS

5. Discussion / Regional Stormwater Utility Concept and Recommended Exploratory Committee

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Division Director-Environmental Engineering, reviewed this item with the Committee. At the October 18, 2017 Beaufort County Stormwater Management Utility Board (Board) meeting, the Board recommended moving forward discussion of a Unified Stormwater Standards and Regulating Stormwater Authority. Southern Lowcountry Regional Planning Commission (elected officials south of the Broad River and Jasper County) recently reconstituted and the topic of stormwater was addressed. The directive from the committee to compare stormwater standards to determine the highest regulatory standards within the region. The analysis should go beyond the highest standard, but should include a discussion of what standards should be applied if done regionally and what the implementation of a regional standard via a regional regulatory authority. It was determined that Beaufort County's standards are highest across the board with many other jurisdictions meeting them in different areas. The committee moved from the highest standards to the suggested "best" standards if stormwater was regionalized. Mr. Larson stated the next steps is formalizing the Exploratory Committee.

Mr. Flewelling stated that Chairman Summerville should be involved in this process as well as appoint the members to serve on Exploratory Committee.

Motion: It was moved by Mr. Glover, seconded by Mrs. Howard, that Committee approve the formation of a Regional Stormwater Concept and Recommended Exploratory Committee. The vote: Mr. Flewelling, Mr. Fobes, Mr. Glover, Ms. Howard. ABSENT – Mr. Caporale, Mr. Dawson and Mr. Vaux. The motion passed.

Recommendation: Committee approved the formation of a Regional Stormwater Concept and Recommended Exploratory Committee.

6. Update / Previous Planning Commission Meeting

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tony Criscitiello, Planning Director, informed the Committee that the November 6, 2017 Planning Committee meeting was cancelled due to a notification deficiency. The next Planning meeting is scheduled on December 6, 2017. The Osprey Point and River Oaks Planned Unit Developments amendments will be heard at that time.

Status: Information only.

7. Discussion of Potential Changes to Community Development Code / Comprehensive Future Land Use Map

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Flewelling reviewed this item with the Committee. He suggested holding an instructional work session during the second week of January 2018 to learn, discuss problems and potential changes relative to both the Community Development Code and Comprehensive Future Land Use Map. The purpose of this work session is to have an in-depth discussion of the process concerning zoning and the importance for communities moving forward.

Status: Information only.

8. Consideration of Reappointments and Appointments / Planning Commission

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Flewelling reported that at the October 16, 2017 committee meeting, members nominated Richard Mack, representing St. Helena Island, to serve as a member of the Planning Commission. Mr. Mack has not yet submitted his application, therefore, this appointment will not go forward.

Status: No action taken at this time.

9. Consideration of Reappointments and Appointments / Southern Beaufort County Corridor Beautification Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No action taken at this time.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director

dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation

Recommendation for Contract Award for Invitation for Bid (IFB) 062917, Human Services Security Kiosk Construction

DATE: 11/09/2017

BACKGROUND:

Beaufort County issued an IFB to solicit proposals from qualified firms to provide construction services and equipment for a Security Kiosk located at the front entrance of the Human Services Building, 1905 Duke Street, Beaufort. A mandatory pre-bid meeting was held on June 14, 2017, at 2:00 p.m. in the Finance Conference Room and two (2) construction firms attended the meeting. One bid was received and opened on June 29, 2017. The County received one bid from the following firm:

VENDOR INFORMATION:

Patterson Construction, Beaufort, SC

COST:

\$146,154

FUNDING:

County staff evaluated the bid, along with our architect R. W Chambers, and determined that Patterson Construction was in compliance with the requirements of the IFB and submitted a fair and reasonable bid.

Account #40080011-54427, 2013 GO Bond Capital Funding. See details of 2013 GO Bond funding/projects attached.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee on December 18, 2017.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to Patterson Construction in the amount of \$146,154.

Attachment:



IFB 062917 Security Up-Grade for BC Human Serv Bldg PRELIM BID TAB.pdf
533.45 KB

cc: Joshua Gruber, Interim County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

Approved: Date:

Check to override approval: ☒ Overridden by:

Override Date: ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons

IFB 062917 Security Up-Grade for BC Human Service Building BID FORM

<u>Project Number</u>	<u>Description of Services Required</u>		<u>Name of Company</u>	<u>Number of Days to Complete the Project</u>	<u>Base Bid</u>	<u>Alternate 1</u>
1	Turn Key price for the renovation of and the Security Up-grade as described in the attached plans. Price must include all permits, License fees, materials, labor, and taxes.		Patterson Construction	60	\$116,037	\$146,154

Beaufort County 2013 General Obligation Bonds

2012B GO Bonds

Beaufort County Ordinance 2012/4 dated March 26, 2012, authorized \$2.5 million of General Obligation Bonds for purposes of the acquisition of Southern County Office Space located in Bluffton, SC, known as Myrtle Park.

2013 BAN

Beaufort County Ordinance 2012/12 dated September 24, 2012, authorized \$5 million of General Obligation Bond Anticipation Notes (BAN) for purposes of County Courthouse Renovations, Coroner's Office Renovations and Southern County Office Space (Myrtle Park) Renovations.

2013A GO Bonds

Beaufort County Ordinance 2013/15 dated April 8, 2013, authorized an amount not to exceed \$7.6 million of General Obligation Bonds for purposes of refunding (refinancing) the above referenced debt instruments.

The Bond Proceeds in the amount of \$7.5 million provided for the following projects to be completed as follows:

Bond Proceeds	\$ 7,500,000
Interest Earned	<u>88,225</u>
Total Funding Sources (Revenues)	\$ 7,588,225
County Courthouse Renovations	\$ 3,871,841
Southern County Office Space (Myrtle Park)	3,053,184
Coroner's Office Renovations	<u>224,191</u>
Total Funding Uses (Expenditures)	\$ 7,149,216
Excess of Revenues over Expenditures	<u><u>\$ 439,009</u></u>



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
 dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: State Contract Purchase
 Request to Purchase Two Dump Trucks for Beaufort County's Stormwater Infrastructure Section

DATE: 11/09/2017

BACKGROUND:

The Purchasing Department received a request from the Public Works Director to purchase two 2018 dump trucks from Carolina International Trucks, Inc., a State contract vendor. The new equipment is a replacement for two dump trucks assigned to the Stormwater Infrastructure Section, with dump truck #23141 having over 140,000 miles of operation and dump truck #23105 having over 149,000 miles of operation. Both trucks are included in the equipment replacement schedule. The cost to purchase both is included in the current Stormwater Utility budget. The section utilizes the dump trucks to haul materials, aggregate supplies, and debris. The old vehicles will be sold on GovDeals.

VENDOR INFORMATION:

Carolina International Trucks, Inc., Columbia, SC, (2 x 158,654.26)

COST:

\$317,308.52

SC State Tax (2 x \$500)

\$ 500.00

Total Cost*

\$318,308.52

FUNDING:

*Includes International tractor and installation of ox body purchased from Truck Bodies and Equipment International, Inc.

Account #50250011-54000, Stormwater Utility Enterprise Fund Vehicle Purchases. The Stormwater Utility Enterprise Fund began Fiscal Year 2018 with a total fund balance of \$9.76 million.

Funding approved: By: Date:


FOR ACTION:

Public Facilities Committee meeting on December 18, 2017.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$318,308.52 to purchase two dump trucks from the aforementioned vendor in support of Stormwater Infrastructure operations.

Attachment:

 Recommendation Ltr Attach Stormwater Dump Trucks 2017.pdf
1.69 MB

cc: Joshua Gruber, Interim County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Eric Larson, Director, Environmental Engineering & Land Mar

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

David Wilhelm, Director, Public Works Department

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons



Hx620 6x4

Sales Proposal For:
Beaufort County

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC

Prepared For:
Beaufort County
Isaiah Smalls
100 Ribaut Road
Beaufort, SC 29901-
(843)470 - 2735
Reference ID: N/A

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC
Keith Willett
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2018 HX620 6x4 (HX62F)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 72000. Calc. GVWR: 77220 Calc. Start / Grade Ability: 24.51% / 2.50% @ 55 MPH Calc. Geared Speed: 85.4 MPH
DIMENSION:	Wheelbase: 215.00, CA: 146.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins X15 485} Performance Series, EPA 2017, 485 HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Pump, Driver Controlled Main Locking Differential in Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, with Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
PAINT:	Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HX62F00	Base Chassis, Model HX620 6x4 with 215.00 Wheelbase, 146.00 CA, and 65.00 Axle to Frame.
1652	CROSSMEMBER, REAR Relocated to End of Frame
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1GTA	REINFORCEMENT, PINTLE HOOK Ahead of Rear Crossmember for Pintle Hook
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LTE	BUMPER, FRONT Full Width, Formed Stainless Clad Aluminum, Bright Finish
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 18,000-lb Capacity; with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: DUST SHIELDS, FRONT BRAKE
	: DUST SHIELDS, REAR BRAKE
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)
	: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)
	: SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6
	: SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

<u>Code</u>	<u>Description</u>
4WCC	BRAKE PACKAGE, FRONT {Dana Spicer ES-165-6} Air, Cam Type, Extended Service; Size 16.5" x 6", Includes Automatic Slack Adjusters
4WCD	BRAKE PACKAGE, REAR {Dana Spicer ES-165-7} Air, Cam Type, Extended Service; Size 16.5" x 7", Includes Automatic Slack Adjusters
4WDN	DUST SHIELDS, REAR BRAKE Omit Item
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BES	AFTERTREATMENT COVER Polished Aluminum
7BLJ	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe & Guard, Right Side, Cab Mounted
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
7WBU	EXHAUST HEIGHT 11' 6"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: HAZARD SWITCH Integral with Turn Signal Switch
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8554	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame
8685	HORN, AIR (2) Single Bell, Long Chrome
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8VAY	HORN, ELECTRIC Disc Style

<u>Code</u>	<u>Description</u>
8VUK	BATTERY BOX Aluminum with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9AAB	LOGOS EXTERIOR Badges
9ASE	FRONT END Tilting Composite
9HCL	GRILLE , Black Vertical Accent Bars with Black Mesh
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "LX"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ELC	ENGINE, DIESEL {Cummins X15 485} Performance Series, EPA 2017, 485 HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UCU	RADIATOR Aluminum; Front to Back, Down Flow System, 1564.8 SqIn, 556.8 SqIn CAC
12UNU	FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2017
12VBG	AIR CLEANER Dual Element, with Integral Pre Cleaner
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
14862	PDL WARNING BUZZER Power Divider Lock
14GRS	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Pump, Driver Controlled Main Locking Differential in Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.30

<u>Code</u>	<u>Description</u>
14RAA	AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; Includes Pressure Gauge, Pressure Regulator and Lift/Lower Switch
14UAB	AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, with Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
14WNH	AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity; Includes One Self-Steer Axle
15BAA	DEF TANK COVER Stainless Steel
15DYP	DEF TANK 9.5 U.S. Gal. 35.9L Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15SWH	FUEL TANK Top Draw; Polished Aluminum, 26" Diam., 100 U.S. Gal., 378 L Capacity Mounted Left Side Under Cab
16031	CAB Conventional
	<u>Includes</u>
	: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
	: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
	: CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area
	: GLASS, ALL WINDOWS Tinted
	: GRAB HANDLE, CAB INTERIOR (2) One Each Side
	: GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors
	: SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides
	: STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16HLC	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust
16SNR	MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16SNY	MIRROR, CONVEX, HOOD MOUNTED Right and Left Sides; 7.48" x 6.77" Convex Glass, Bright
16VJZ	CAB INTERIOR TRIM Classic, for HX Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights
	: FLOOR COVERING Rubber, Black
	: SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors

<u>Code</u>	<u>Description</u>
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} with Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16XWE	SUNSHADE, EXTERIOR Bright Finish; Includes Integral Clearance/Marker Lights
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, without Frame Access or Chassis Skirts
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
34ACJ	WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut <<Pricing Includes Standard Tires>>
7382135419	(2) TIRE, PUSHER 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
7382135420	(8) TIRE, REAR 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

Services Section:

40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
40SHT	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins X15 Performance Series, Engine Coverage, Protection Plan 1
40SJG	SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins X15 Performance Series Aftertreatment Coverage, for Use when Protection Plan 1 of Equal or Greater Duration is Purchased
1	OX BODY WITH HI-LIFT GATE ,TARP ,AND VIBRATOR
	STATE CONTRACT FEE

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$249,162.00	
Service Items	\$4,300.00	
Total Factory List Price Including Options:		\$253,462.00
Total Goods Purchased:		\$985.00
Heavy/Severe Service -	\$500.00	
PDI,DOT,SAFETY		
EQUIP,FUEL,FLAPS,DELIVERY,WAS		
H		
Lot Charge-Heavy	\$500.00	
Total Preparation And Delivery:		\$1,000.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$257,647.00
Less Customer Allowance:		(\$123,285.74)
Total Vehicle Price:		\$134,361.26
Total Body/Allied Equipment:		\$24,293.00
Total Sale Price:		\$158,654.26
Total Per Vehicle Sales Price:		\$158,654.26
Total Net Sales Excluding Taxes:		\$158,654.26
SC State Sales Tax	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$159,154.26

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director

dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: State Contract Purchase
Request to Purchase a Replacement Excavator for Beaufort County's Public Works Department, Stormwater Section

DATE: 11/08/2017

BACKGROUND:

The Purchasing Department received a request from the Director Public Works to purchase one new 2018 CAT Model 315F Excavator from Blanchard CAT, Columbia, SC, a certified National Joint Powers Association Cooperative Contract (NJPA) vendor. The new equipment is a replacement for a 2009 JCB JZ140 assigned to Public Works Department Stormwater Section, with over 4,896 Hours of operation. The Stormwater Section utilizes the excavator to install underground infrastructure, clean channels, remove debris, etc. Total cost of \$162,782.00 includes all discounts, delivery, SC sales tax; manuals, cleaning bucket, and a three year/3500 hour powertrain and hydraulics warranty (see the attached price quote).

VENDOR INFORMATION:

Blanchard CAT, Inc., Columbia, SC

COST:

\$162,782

FUNDING:

Account #50250011-54200, Stormwater Utility Enterprise Fund Specialized Capital Equipment. The Stormwater Utility Enterprise Fund began Fiscal Year 2018 with a total fund balance of \$9.76 million.


Funding approved: By: Date:

FOR ACTION: Public Facilities Committee meeting on December 18, 2017.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$162,782 to purchase one new 2018 CAT Model 315F Excavator from the aforementioned vendor in support of Public Works, Stormwater operations.

Attachment:

 Recommendation Ltr Attachment Excavator Stormwater 11082017.pdf
815.79 KB

cc: Joshua Gruber, Interim County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons

BEAUFORT COUNTY GOVERNMENT-
PUBLIC WORKS & MAINTENANC
120 SHANKLIN ROAD
BEAUFORT, SC 29901

October 13, 2017

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Cat Model: 315F Excavators with all standard equipment in addition to the additional specifications listed below:

One (1) New Cat Model: 315F Excavators with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN - Diesel engine C4.4 certified to - EPA Tier4 final, EU Stage IV, - Japan MLIT Step 5 - 2300m/7550ft altitude capability - w/ no derate - Waved fin radiator w/ enough space - for cleaning operation (2SBS) - Radial seal air filter - Fuel water separator w/ level indicator - Capability of - - EIS (Engine Idle Shutdown) function - - Using Bio-Diesel fuel (B20) - Air cleaner with integrated precleaner, - double element

UNDERCARRIAGE - Grease lubricated track GLT1, resin seal - Towing eye for diagonal lashing - on base frame -

HYDRAULICS - Hydraulic main pump - Regeneration circuit for boom and stick - Two speed travel - Capability of installing - - Additional auxiliary pump & circuit - - CAT Bio hydraulic oil - Boom Drift Reduction Valve - in case of engine shut down - High performance hyd. return filter -

ELECTRICAL - Circuit breaker - Electrical connector for a beacon - *Requires additional hardware (Relay, - Switch, Beacon, and Electric Harness) - Light, storage box mounted (one) halogen - Time delay function for boom light - and cab light -

OPERATOR ENVIRONMENT - Cab: - - Bolt-on FOGS capability - - Openable front windshield w/ assist - device (except for one piece - windshield) - - Pillar mounted upper windshield - wiper and washer - - Cab sliding upper door window - - Rear window - - Removable lower windshield - w/ in cab storage bracket - - Openable skylight - Operators Station: - - Interior lighting - - Coat hook - - Beverage holder with slit - - Literature holder - - Utility space for magazine - - Radio mounting (DIN size) - - Mounting for two stereo speakers - (two locations) - - Storage compartment suitable - for lunch box - and small storage pocket for - MP3 Player, Cellular Phone - - Door & cap locks - - 24V radio ready (harness, - two speakers, antenna-flexible type) - - 12V-5A power supply - w/ cigar lighter type socket - Monitor: - - Single axis adjustable monitor - (horizontal only) - - Full graphic and full color display - - Inform Warning, Filter/fluid change, - - Working hour, Machine condition, - - Error code and tool mode setting - Seat: - - Console height adjustment system - - Armrest height adjustment system - - Electrical provision for seat - heater/ ventilator - Pedal: - - Capability of installing - RH additional pedal - - Travel control pedals - with removable hand levers - - Neutral lever (lock out) for - all controls -

SAFETY AND SECURITY - Caterpillar one key security system - Secondary engine shutoff switch - Signaling / warning horn - Handrail

OTHER STANDARD EQUIPMENT - Capability of installing - - Stackable valves for main valve - (max 2 valves) - - Block heater for cold start - - Boom lowering control device - and stick lowering check valve - Adopt CAT data link w/ capability of - using E.T. - Automatic swing parking brake - Fine swing control capability - Mirrors, rearview (frame -right) -

MACHINE SPECIFICATIONS

Description

315FL BLADE QC 36"BKT

3.0M (9'10") Stick, Tool Control, 600mm (24") Track, Blade

INCLUDES:

465-6097 315F L HEX
 459-9556 FRAME, SWING
 461-2810 AIR CONDITIONER
 375-5660 COOLING, HIGH AMBIENT
 488-6543 SEAT BELT, 51MM (2") RETRACTABLE
 464-9323 BATTERY, STANDARD
 284-4491 MIRROR, CAB LEFT
 327-6559 MIRROR, W/O GUARD
 466-1038 HOOD, ENGINE
 362-4326 GUARD, BOTTOM, STANDARD
 169-7904 GUARD, TRACK MOTOR
 120-7199 GUARD, TRACK GUIDING, CENTER
 420-3840 FRAME, BASE, LONG U/C BLADE
 362-4343 COUNTERWEIGHT, 3.6TON (7,940 LBS)
 340-8203 TRACK, 600MM (24") TG (GLT)
 357-4081 CAB-ROPS,70/30 W/VANDAL G-BOSS
 459-1241 SEAT, H-BACK, W/HEATER,S/AIR
 372-9578 WINDOW, REAR, DUAL EXIT
 360-6189 PANEL, STD START SWITCH
 465-6145 RADIO, 24V AM/FM
 359-2563 KEY
 352-7158 ACCUMULATOR WITH CRN
 467-1396 CAMERA REAR VIEW W/GRDRAIL
 503-0851 TANK, FUEL
 435-8180 SWIVEL, BLADE
 431-0397 CONTROL, FINE SWING
 473-4122 COVER, TANK STANDARD
 458-3785 LINES-FRONT, STD W/ PGQC
 394-7475 STICK, R3.0M (9'10") HD
 316-3790 SUPPORT, AUX LINES, R-BOOM
 370-0217 LINES-HP, REACH BOOM TCS
 371-0116 LINES-QC, REACH BOOM
 372-9668 LINES-HP, R3.0M (9'10") STICK
 393-8771 LINES-QC, R3.0M (9'10") STICK
 500-9174 CTRL, CAT PIN GRABBER COUPLER
 282-4579 BLADE, 2600MM (8'6")
 461-1667 CONTROL, BLADE, W/PUMP
 275-7114 LIGHT, BOOM RIGHT SIDE

Description

360-6276 LIGHTING, CAB (HALOGEN)
 369-0002 ALARM, TRAVEL
 466-3359 CHANGER,HAND CTRL 2-WAY
 462-8661 PRODUCT LINK, CELLULAR PL641
 473-7017 DECALS, EXTERIOR ANSI
 473-7132 DECALS, CAB ANSI
 385-2832 CYLINDER, BKT
 383-2513 LINKAGE, BKT W/O LIFT
 499-3898 REACH BOOM HD PKG
 BOOM, REACH 4.65M (15'3") HD
 CYLINDER, BOOM (W/O BLCV)
 CYLINDER, STICK (W/O SLCV)
 418-4318 COMBINED CIR PKG
 JOYSTICK, THUMB WHEEL
 MAT, FLOOR
 CIRCUIT, COMBINED
 499-3901 VALVE PKG, HYD TCS
 VALVE, HYDRAULIC TCS
 PLATFORM, STD
 HARNESS, PLATFORM STD
 LINES-PILOT, PLATFORM TCS
 LINES-PILOT, CL R-BOOM TCS
 LINES-PILOT, INITIAL CIR. ATT

ROLL ON-ROLL OFF LANE1 A
 STORAGE PROTECTION (EXPORT)
 INSTRUCTIONS, ENGLISH
 INSTRUCTION,NORTH AMERICA ANSI
 LANE 1 ORDER
 PIN GROUP, SPARE
 BUCKET-GD, 36" 0.69 YD3
 COUPLER, HYDRAULIC PIN GRABBER
 LINES, CONNECTOR, PIN GRABBER
 TIP, LONG,HEAVY DUTY
 BUCKET-DC, 60" 1.22 YD3
 THUMB GP
 BRACKET GP
 CONNECTOR LINES, THUMB

SELL PRICE	162,282
EXT WARRANTY	Included
NET BALANCE DUE	162,282
AFTER TAX BALANCE	162,782

WARRANTY

Standard Warranty:	12 Months - Unlimited
Extended Warranty:	3 year/3500 Powertrain + Hydraulics

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Ryan Luthren
Machine Sales Representative

Accepted by _____ on _____

Signature



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation

Request for Proposals (RFP) 102617E, School Zone Flasher Scope and Fee

DATE: 12/04/2017

BACKGROUND:

Beaufort County currently utilizes various time clock systems to provide on-site time of day schedules to all school flashers within Beaufort County. Beaufort County Traffic and Transportation Engineering Division (BCTE) desires to replace the existing time clocks and software at 15 locations (see breakdown below), and move toward a cloud-based software solution that provides remote two-way communications between BCTE staff and the time clocks. This will allow opportunity to better manage the existing flashers, monitor operations, respond quicker to citizen complaints and modify plans quickly and easily for changes in days and times (Saturday make-up days).

Beaufort County School Flashers to be included in the project:

1. St. Helena Elementary School (2 flashers)
2. Coosa Elementary School (2 flashers)
3. Beaufort Academy (2 flashers)
4. Whale Branch Middle and Elementary Schools (4 flashers)
5. Broad River Elementary School (2 flashers)
6. Riverview Charter School (2 flashers)
7. River Ridge Academy (4 flashers)
8. Bluffton Elementary School (2 flashers)
9. H.E. McCracken Middle School (2 flashers)
10. Cross Schools (2 flashers)
11. Bluffton Middle School along Buck Island Rd (2 flashers)
12. Bluffton Middle School along Simmonsville Rd (2 flashers)
13. MC Riley Elementary School (2 flashers)
14. Red Cedar Elementary School (2 flashers)
15. Port Royal Elementary School (2 flashers)

In October, 2017, Beaufort County Traffic Engineering requested proposals for a school flasher control system by way of RFP 102617E. The project involves the purchase of software, hardware, licenses, and technical assistance allowing for a complete overhaul of the current school flasher system. Only one proposal was received.

VENDOR INFORMATION:

Temple, Inc.

COST:

\$113,889.32

FUNDING:


County TAG Funds with an available uncommitted fund balance of \$1.6 million for new projects.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee meeting on December 11, 2017.

RECOMMENDATION:

The Public Facilities Committee approves and recommends to County Council approval of Temple Inc. scope and fee in the amount of \$108,466.02. Additionally, approve a project contingency of \$5,423.30, bringing the total budget to \$113,889.32 with funding as outlined above.

Attachment:  RFP 201617E Recommendation Ltr Attachments.pdf
4.56 MB

cc: Joshua Gruber, Interim County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons

Chapter 6 - Pricing Proposal

Description or submittal	Description of Pricing Model	MSRP	Beaufort Price	Increase per Renewal
Retrofit School Flasher Timers, AI 500-071	Initial Purchase of (28) Timer Switches @ \$1,384.69 ea.	N/A	\$ 38,771.32	3%
1 year Option of cellular service per Timer w/initial deployment	Recurring License priced as Lump License Cost for (34)	N/A	\$ 9,486.00	0%
1 year Option of cellular service for up to 4 annual renewals	Recurring License priced as Lump License Cost for (34)	N/A	\$ 9,486.00	0%
5 year Connectivity & Support Package w/Extended Warranty	Recurring License priced as Lump License Cost for (30)	N/A	\$ 32,667.20	0%
Options				
High Gain Antenna Kit, AI 3982 Stubby Antenna	Price Each Only in areas with Poor Cell Service	N/A	\$ 106.67	0%
Existing Carmanah Solar Modifications	Conversion of R829C 10W Systems to R829 20W Systems	N/A	\$ 22,345.00	0%
Replacement of R829 systems to R829G Series	Upgrading (3) locations to R829G Series	N/A	\$ 9,682.50	0%

****Installation Assistance included in above pricing**

Pricing Worksheet (Services)

Description or submittal	Description of Pricing Model	MSRP	Beaufort Price	Increase per Renewal
User Training	Cost of Training for Proposed Sample Project	N/A	\$ 5,000.00	0%
Field Support (hourly) - Post Installation	Hourly Costs for on-site Services, as needed	N/A	\$ 155.00	0%
Identification of locations for High Gain Antenna Kit	Cost of identifying HG locations for Sample Project	N/A	\$ -	0%

**** Installation Assistance included in Time Switch Price**

Pricing Worksheet (Maintenance)

Description or submittal	Description of Pricing Model	MSRP	Beaufort Price	Increase per Renewal
Annual Software Support and Website Access	Glance Software Subscription (Included in Time Switch Price)	N/A	\$ -	0%
Repair / Replacement of time switch	Replacement each (if 5 year Conn/Support/Warranty not purchased)	N/A	\$ 250.00	0%
Renewal of Connectivity Support Package per timer after 5 years	Renewal (each device)	N/A	\$ 1,090.00	0%

Temple, Inc. Response to REQUEST FOR PROPOSAL for

RFP 102617E School Flashers

School Flasher Control System, Licenses and Technical
Services – October 26, 2017

Submitted to



Submitted by



In partnership with



Integrity
Service
Relationships

Temple, Inc. PO Box 2066 Decatur, AL 35602 800.633.3221 www.temple-inc.com

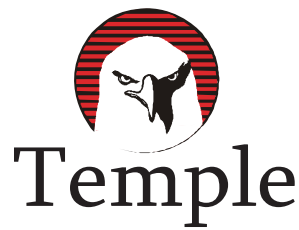


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Chapter 1

Company Overview

Since 1954, the people of Temple, Inc. have been focused on integrity, outstanding service, and relationships that endure. Our founders understood that product technologies change over time, but the relationships we've built over the last 63 years have determined our success. We remain committed to providing the most comprehensive traffic and ITS solutions available, matched with unrivaled service and support.

Today, Temple, Inc. employs over eighty (80) employees and occupies over 70,000 square feet of office and warehouse space at its facilities in Decatur, Alabama. Temple, Inc. has organized itself around the demands of municipalities and State organizations that it serves. Temple manufactures the CalTrans specification-style cabinets, the NEMA specification cabinets, as well as school and public safety devices, becoming the largest stocking distributor of traffic control products in the Southeast in order to address customer requirements.

Technical expertise has always been a goal for Temple, Inc. in all the products that we bring to market. Temple employs eight full-time service technicians, allows for toll-free customer assistance, and provides training seminars in Decatur and other regional areas by customer request. Temple Education Services provides formal technical training for a myriad of products, services, concepts, protocols, and troubleshooting practicum each October through March. For the last 25 years, substantial numbers of students from MDOT, GDOT, ALDOT, TNDOT, FDOT, AHTD, LADOTD, NCDOT, SCDOT, Municipal Agencies, and traffic signal and ITS contractors have attended the company's TES technical training courses.

Temple, Inc. is committed to customers across the Southeast, and continues to partner with companies/organizations that can assist the company with attaining the specific goals of its customers.

DUNS# 041021528

CAGE Code 1U7HS

NAICS Code 3249999



Temple, Inc. PO Box 2066 Decatur, AL 35602 800.633.3221 www.temple-inc.com

Certifications and Authorizations

Safety Awards/Recognitions

- Recipient of Business Council of AL Safety Award for Manufacturing
- 17 consecutive years (2000 – present)

IMSA Level Technicians

- Level I – One Field Technician
- Level II – Eight Field Technicians
- Level III – Two Field Technicians

UL Listed

- Manufacturing facility and processes
- Illuminated Street Name Signs

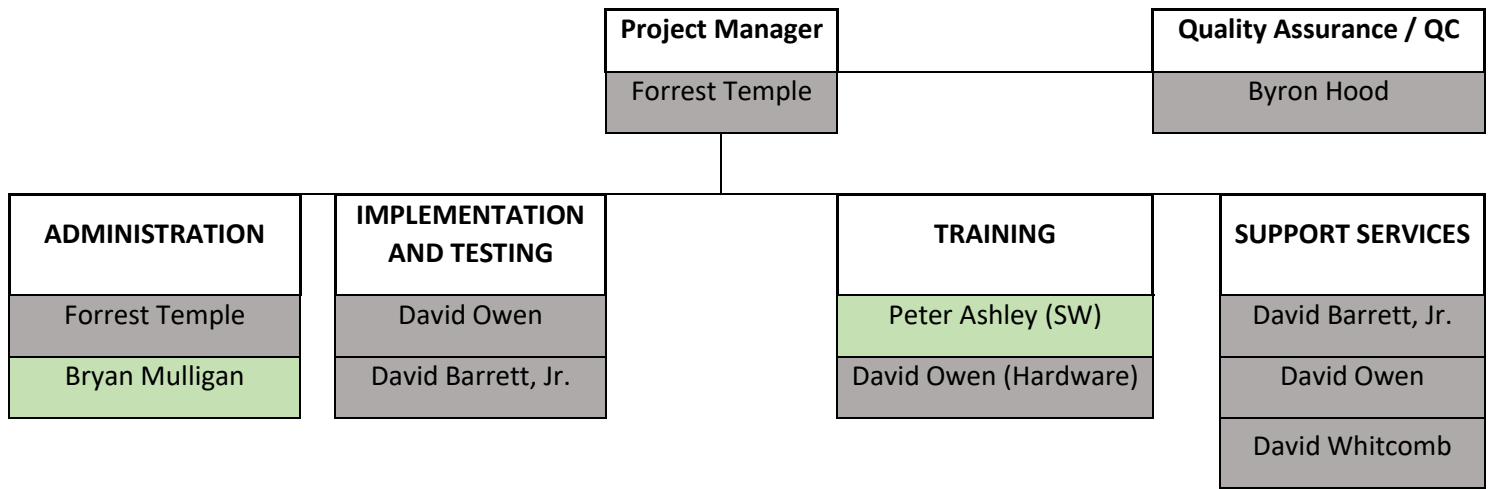
ISO 9001:2008 Compliant

Authorized Trainers Employed

- Two Authorized IMSA Trainers on Temple Staff

Industry Affiliations

- | | | |
|---------------------|-------------------------|------------------|
| - National ITE | - National IMSA | - National ITS |
| - Gulf Regional ITS | - Southern District ITE | - Deep South ITS |
| - Alabama ITE | - Georgia ITE | - Georgia ITS |
| - Tennessee ITE | - Tennessee ITS | - Carolinas ITS |

Temple, Inc. Management Approach**Project Management:**

The Management Approach that Temple, Inc. will be using for this project will be similar to how most of Temple/AI projects are managed. We will have (1) Project Manager (Forrest Temple) who will be responsible for maintaining the project schedule, once negotiated with the County. Forrest will ensure that our vendor partner, Applied Information, as well as our technical services team meet the RFP requirements. Internally, Forrest will oversee that the project is successful and will work with Applied Information (Bryan Mulligan) to ensure that delivery and configuration of the devices are completed with ample time prior to January 2018.

Point of Contact for the County:

Serving as Quality Assurance / Quality Control for this project will be Byron Hood. In order to ensure that the County is satisfied with Temple's proposed solution, Byron will be the main point of contact to the County. If issues arise during project implementation or the maintenance period, Byron will relay those issues to the project manager so that the project team can find a solution.

Implementation and Testing:

The personnel from Temple responsible for the retrofitting of the time switches into the existing locations will be David Owen and David Barrett, Jr. Both of these technicians are IMSA Level II certified and have overseen or installed over 500 Applied Information devices in Georgia, South Carolina and North Carolina.

Training (See Proposed Training Strategy Section of Proposal):

The personnel responsible for the training aspect of the project will be Peter Ashley with Applied Information as well as David Owen from Temple. Peter will put on a training program focused on the Glance Central System operation and explain in detail the features and functions of the software, while David focuses on integration and retrofit training for the County's personnel to get a full understanding of what's being offered in the project.

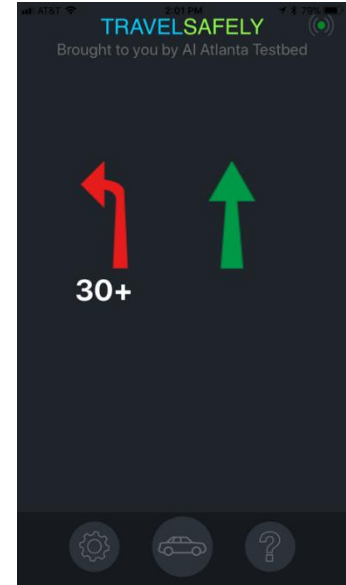
Support Services:

The support services team will be available to the County if any additional support is needed on the project. David Owen, David Barrett, Jr., and David Whitcomb will be resources for the County to utilize to make sure the County is 100% satisfied in the deployment of the project's deliverables and installation.

Industry Innovations of Temple / AI Team

With the partnering with Applied Information in 2014, Temple, Inc. has been involved in several innovative projects and products, while also being extremely involved in the traditional traffic and ITS markets. Applied Information not only produces devices such as School Zone Time Switches and Cabinet Monitoring Devices, they provide a myriad of innovative solutions such as:

- **Preemption / Priority** System using Cloud-Based technology with GPS
- Integration with **Driver Feedback Signage**
- **Weather Monitoring** Devices integrated into Cloud-Based Glance Software
- **Connected Vehicle Solution** – 3 ongoing projects being implemented now!
- **TravelSafely** App for Droid and iPhone (V2I, V2X Technology)
- **School Zones** + Cabinet Monitoring
- **Smart City Supervisory System** – Connect Everything To Everything
- **SPaT Data** – Transmitted directly to iPhone/Droid



Not only are the devices provided by the Temple / Applied Information team suitable for independent solutions, they are part of a Glance Smart City Supervisory System that are being connected through an application (TravelSafely) that allows vehicles to connect with infrastructure, cyclists, EMS vehicles, signage, work zones, red light running, and other situations.

The innovations above lead to vehicles being able to be alerted when a school flasher is active and the vehicle enters the school zone. Since the TravelSafely application can work in the background of the phone, when Bluetooth is synched, the vehicle can be alerted through the vehicle's speakers and not only the phone speakers.

The TravelSafely App is available January 2018. Agencies that utilize a Smart City Supervisory System for their devices can use this app to gain all of the said features. To see this in action as it relates to school zones: <https://youtu.be/WXmqJrFXvuQ>

Chapter 2

Executive Summary of Proposal

This Request for Proposal for the School Flasher Control System in Beaufort County will involve the delivery of (34) time switches at (15) locations, a cloud-based software system for monitoring and managing the time switches, as well as assisting with the installation of the devices. Also involved in this RFP is the training of County personnel on each aspect of the system. Each of the above shall meet the RFP requirements specified.

The Delivery of the hardware and software will be per the County's desired schedule, however, a full shipment of (34) devices can be completed within (3) weeks after the Notice to Proceed. Each device will be delivered with an active license and will include the automatic configuration of its IP address. The Central System for the time switches require no maintenance by the County since the configuration and software maintenance can be performed remotely. This includes Over-The-Air software upgrades and security updates. The configuration (which includes programming of alerts, alarms and reports setup, user information and maps) will occur prior to delivery so that each unit will be setup and ready for schedules to be programmed and implemented.

Since the units must be able to have retrofit capabilities, a retrofit package will also accompany the devices as well as a set of detailed drawings for each device. High Gain antennas will be provided if we determine that poor cellular reception exists at certain locations.

Temple, Inc.'s installation assistance consists of (2) IMSA Level II certified technicians being onsite to retrofit the school zone time switches into the existing cabinets listed in the Flasher Locations presented in the RFP Documents. Temple will integrate the Time Switches into these Carmanah, RTC, and Tapco systems and will ensure that the systems operate correctly. During this time, we would ask that at least (1) Beaufort County employee will need to be present. The installation can be completed within (1) week after product is delivered. So the total timeline of this project will be (4) weeks after the notice to proceed is given.

The existing Carmanah R829C devices that are to be retrofitted with Applied Information Time Switches, currently have 10W solar engines running the devices. In this proposal, Temple will provide 20W solar panels and, in 4 locations, will provide new solar R829G series cabinets. The Applied Information time switch requires at least a 20W system in order to provide the cloud-based reporting features and functionality required in the RFP Requirements. Temple will assist with the install of the time switches but will need County personnel to offer providing a bucket truck in certain Carmanah locations.

Post-delivery/installation activities include *Temple Inc. and/or Applied Information* being available for Training. Temple will organize with the County and execute proper training for: Timer Setup, Timer Installation into a flasher cabinet, as well as Glance Software utilization and familiarization. The training strategy proposed for this project is included in this proposal.

Vendor Qualifications for this Proposal

Corporate Stability: As provided in the company overview, Temple has 63 years of industry experience in the southeastern United States. Our management team is a stable one and is committed to the market with a long-term approach. For over six decades, our business has focused on lasting relationships and providing customers post-delivery service for the products they purchase. Being a private company, our decision-making is based on meeting customers' needs and solving existing problems or issues they may have that relate to traffic.

Services and Technical Expertise: Beaufort County will not just be delivered product and left to themselves. Temple provides to the County the expertise to assist them with installing the hardware, programming the software, and adequately train the County until they are fully confident to use the system. It is our intention that the County rely on this system and use it to benefit their school flasher control system. Temple's presence will be focused on ensuring this project benefits the end-user.

Selection of Vendor Partnerships: Prior to selecting new partners, suppliers, or manufacturers, Temple ensures with the prospective firm that they meet our quality and integrity standards in order to put our reputation on the line. Applied Information meets these standards and have proven this to us since 2014 when collaboration began. Since then, AI and Temple together have deployed over (1500) flashing beacons to customers in the southeastern US with dozens of cloud-hosted systems online in (9) states.

Historical Performance of Projects: Temple has not, in the last (3) years had a contract terminated prior to project completion. Nor has Temple, Inc. been involved in lawsuits against the company within the last (5) years. There has been no litigation against Temple, Inc.

Confidentiality: Temple is willing to sign confidentiality agreements that may be required to pass criminal background checks of the project team.

Statement of Financial Stability: Temple, Inc. is a privately held family business and does not report financial statements. However, below is a statement of financial stability from our Certified Public Accountant, who has provided those services for us for over 20 years. See statement on following page.

ALFORD, MCKENZIE & BREEDEN, PC

Certified Public Accountants

101 JOHNSTON ST., S.E.
DECATUR, ALABAMA 35601

TELEPHONE 256/353-0713
FAX 256/353-0718

GEORGE RAY BREEDEN, III, CPA
ASA GENE MCKENZIE, CPA - RETIRED

MEMBER OF AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF ALABAMA SOCIETY
OF CERTIFIED PUBLIC ACCOUNTANTS

October 25, 2017

To Whom It May Concern:

We have provided accounting and income tax services for Temple, Inc. for over 20 years.

Temple, Inc. is currently in good financial condition. The company has maintained a good financial condition during the entire time we have provided services.

Sincerely,



Ray Breeden CPA

Assumptions for this Proposal

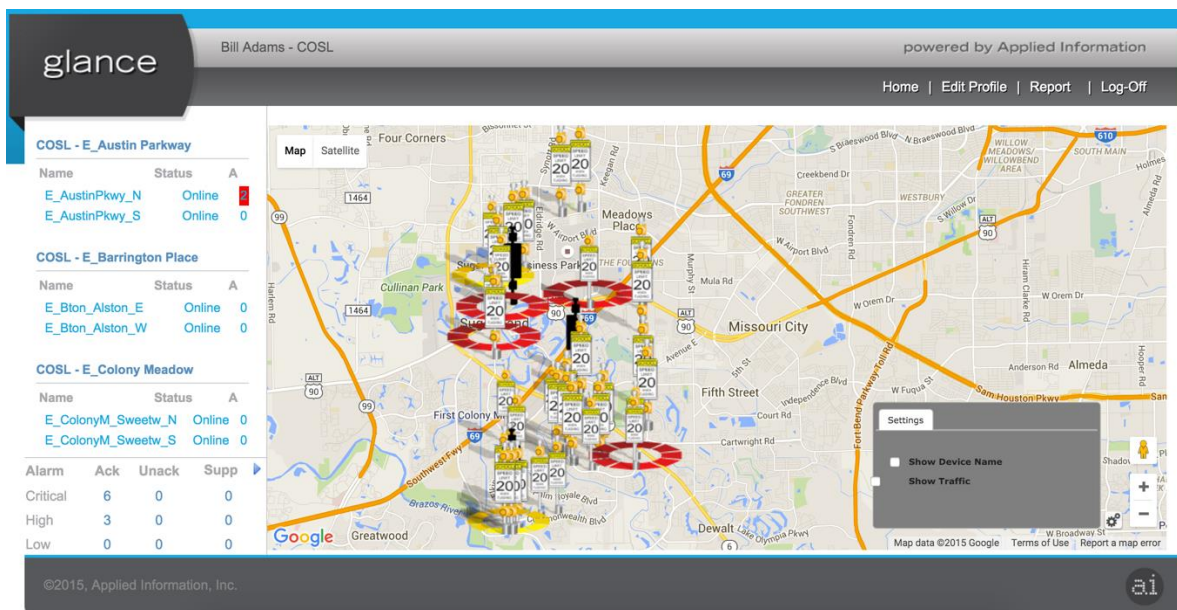
1. That the RFP is to “Provide School Flasher Control Systems, Licenses, and Technical Services” and as such, the installation of the Systems will be by Beaufort County with Technical Services and Assistance (as stipulated in Chapter 3) provided by Temple, Inc. As the County will be the installer, no use taxes are applicable to the offer nor are the costs associated with including a Payment and Performance Bond with this offer, as Temple, Inc. will be providing materials to the County for installation.
2. That the Business License will not be a requirement as Temple, Inc. will be shipping material via common carrier to the County and the County will be performing the installation of the material. Temple, Inc. will be present to provide Technical Services and Training for the County personnel as stipulated in Chapter 3.

Chapter 3

Product Information

Glance School Zone Flashing Beacon Monitoring and Control

The Glance School Zone Flashing Beacon system provides a simple to use interface to easily view and control school beacon flashers and their schedules from anywhere. The system can monitor if school beacons are operating correctly, by monitoring the power, possible failures of the lamps or batteries, and instantly alert the necessary resources. The school zone flashing beacons use a cloud and web based software system and each beacon has its own cellular modem to handle all communication. This allows County personnel to change the school schedules remotely from any computer to ensure the beacons are turning on at the correct times. The system also allows you to quickly adjust your beacon schedules for weather events and special days.



Glance showing map view of school beacons with some in alarm

Glance Innovative Features:



- Cloud and web based software
- No servers needed and no special software required, only a browser
- No maintenance costs. One-time license fee



- Devices self-locate themselves by utilizing built-in GPS & Cell Modem
- Always know where faults are as devices always reporting position
- Time Synch with GPS time for traffic controllers
- Automatic configuration of IP address (no static IP address needed)
- Synchronized with Glance server



- Intelligent Data Push – Low data plans



- Automated Alerts when cabinet faults are detected via Text and Email.
- AC failure, Battery failure, Flash, Red Monitor, and other alerts

- Control and Configure devices remotely utilizing built-in Cell modem
- Ability to know the problem before the technician leaves



- Key Performance Indicator (KPI) reports showcasing device uptime
- Automated weekly and monthly reports

Glance School Beacon Features:

The AI-500-071 school beacon timer switch can be retrofitted into almost any cabinet and the same unit supports both AC and DC systems. The timer switch has 2 relay outputs that are rated at 16amps. The installation of the timer switch is very simple and generally only requires the cable harness to be connected to the correct terminals. A simple puck GPS and Cellular antenna needs to be installed on the cabinet. The AI-500-071 is almost the same footprint of the RTC timer switches so it makes it easy to retrofit.

The AI-500-071 is designed and NEMA tested to withstand extreme temperatures ranging from -34C to +74C. The unit comes with a built-in battery backup system so even if the AC power fails or the battery totally fails the timer switch can still send status messages for the next 5 hours. This allows the system to alert operators even when the power has failed.



AI-500-071 School Zone Timer Switch

The AI-500-071 timer switch schedule can be programmed from the Glance central system via a simple web browser. Once the unit powers up and makes its connection to the Glance system it will download its schedules. Alternatively, the AI-500-071 timer switch has a local Ethernet port so that the schedule can be programmed *locally* over an internal web page.

glance Temple Inc - Temple powered by Applied Information

Playback | Home | Edit Profile | Report | Log-Off

City of Marietta - Marietta Beacons

Scheduling

☐ E_Westside_Maple_E
☐ E_Westside_Maple_W
☐ E_Westside_Polk_E
☐ E_Westside_Polk_W
☒ M_Marietta_Maple_E
☐ M_Marietta_Maple_W
☐ M_Marietta_Polk_E
☐ M_Marietta_Polk_W
☐ M_Marietta_Winn_C
☐ M_Marietta_Winn_N
☐ M_Marietta_Winn_S

City of Marietta - Not Installed

☐ MAR-Beacon Spare
 Gwinnett - Gwinnett 01 7-30 2-30

List Of Schedules

1	Marietta M School Schedule
2	Winn Street Schedule
3	Westside E School Schedule
4	Test Early Release
5	Schedule 5
6	Schedule 6
7	Schedule 7
8	Schedule 8
9	Schedule 9
10	Schedule 10
11	Schedule 11
12	Schedule 12
13	Schedule 13

Clear Selected Save Publish

1 - Marietta M School Schedule

M	D	Days	Time	Command
1	ALL	ALL	06:45:00	Beacon ON
2	ALL	ALL	07:30:00	Beacon OFF
3	ALL	ALL	14:00:00	Beacon ON
4	ALL	ALL	14:45:00	Beacon OFF
5	ALL	ALL	01:00:00	Beacon OFF
6	...	...	00:00:00	
7	...	...	00:00:00	
8	...	...	00:00:00	
9	...	...	00:00:00	
10	...	...	00:00:00	
11	...	...	00:00:00	
12	...	...	00:00:00	

Glance Showing scheduling for school zone beacons

Glance supports advanced scheduling, exception days, scenarios, remote override control, schedule delay for snow days and much more. All schedule information is stored locally on the timer switch. The timer switch schedule will always work independently of the Glance central system.

City of Sugarland - E_Austin Parkway

Holidays & Exceptions

☐ E_AustinPkwy_N
☐ E_AustinPkwy_S

City of Sugarland - E_Barrington Place

☐ E_Bton_Alston_E
☐ E_Bton_Alston_W

City of Sugarland - E_Colony Meadow

☐ E_ColonyM_Sweetw_N
☐ E_ColonyM_Sweetw_S

City of Sugarland - E_Commonwealth

☐ E_Commonwealth_E
☐ E_Commonwealth_W

City of Sugarland - E_Dulles

☒ E_Dulles_N
☐ E_Dulles_S

E_Dulles_N

Name	Start (12:00 AM)	End (11:59 PM)	Command
1 Holiday	September 07, 2015	September 07, 2015	Beacon OFF
2 Holiday	September 25, 2015	September 25, 2015	Beacon OFF
3 Holiday	October 12, 2015	October 12, 2015	Beacon OFF
4 Thanksgiving	November 23, 2015	November 27, 2015	Beacon OFF
5 Christmas	December 21, 2015	January 04, 2016	Beacon OFF
6 Holiday	January 18, 2016	January 18, 2016	Beacon OFF
7 Holiday	February 15, 2016	February 15, 2016	Beacon OFF
8 Spring break	March 14, 2016	March 18, 2016	Beacon OFF
9 Holiday	March 25, 2016	March 25, 2016	Beacon OFF
10 Holiday	April 15, 2016	April 15, 2016	Beacon OFF
11 Holiday	May 30, 2016	May 30, 2016	Beacon OFF
12 Summer Break	June 03, 2016	August 23, 2016	Beacon OFF

Add Remove

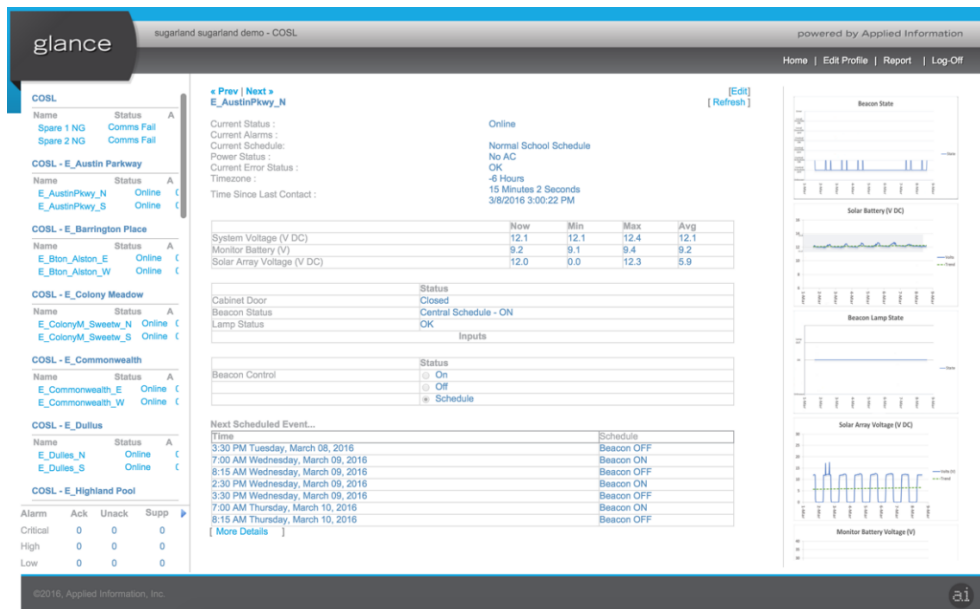
Glance advanced scheduling showing holidays and exception days

Scenarios can be used to control multiple devices at the same time. This feature allows you to set up a group of beacons to be turned on/off with one click of the button. This feature can be used in emergency situations.

The screenshot shows the 'glance' web interface for Temple Inc - Temple. The top navigation bar includes links for Playback, Home, Edit Profile, Report, and Log-Off. The main content area is titled 'City of Marietta - Marietta Beacons' and features three tabs: Scenario, Scheduling, and Holidays. The 'Scenario' tab is active, displaying a list of scenarios on the left and a detailed view of '23 - School Beacons ON' on the right. The scenarios list includes 'School Beacons ON', 'School Beacons OFF', and 'School Beacons SCHEDULE'. The detailed view shows a table with columns for Device, Media, and a checkbox for each beacon. The table lists 23 beacons, all with 'Beacon ON' status. At the bottom, there are buttons for 'Clear Selected', 'Save', and 'Activate Scenario'.

Glance Scenarios for turning on multiple beacons in one click

The system monitors all aspects of the school zone flashing beacon to ensure all beacons are operating correctly. The timer switch is capable of monitoring; AC voltage, DC voltage, solar voltage, lamp failures, beacon status, door switch, monitor battery. The unit measures the current in the lamps and is capable of determining if 1 lamp has failed or both lamps have failed. The detailed status page also allows operators to individually turn the beacons on/off or back to schedule by simply clicking the check box under beacon control.



Glance showcasing detailed information on school beacons including beacon status, solar voltage, beacon lamp status and solar array voltage.

The AI-500-071 timer switch has an integrated cell modem and GPS. This allows the device to self-locate itself on the Glance map and to self-configure itself. The timer switch utilizes intelligent data push so that it only sends information when new information is available or if a set period of time has occurred. This allows for real time communication of faults and status updates. Sending the information directly from the device also allows us to operate without the need of static IP address and makes managing the devices very simple. All communications utilize XML data structures over either HTTP or HTTPS to ensure secure communications. The internal cell modem is 3G but can be designed to be upgraded to 4G in the future.

The system has advanced reporting capabilities to display graph comparisons between different devices as well as beacon status reports. The graph comparisons make it easy to see if one device looks out of place from the other devices. See below screenshot that showcases this ability for solar batteries. The top left graph shows a battery that is not charging correctly due to a failing solar panel.



Glance graph comparison page for solar batteries

The beacon status report takes into account the last couple of days of data from the beacons and provides the health status of the beacons. The report will show good / fair / fail for the AC voltage, Battery voltage, Solar Panels, Beacon Status and communication reliability. This is a great tool that provides an overview of how all the counties beacons are operating.

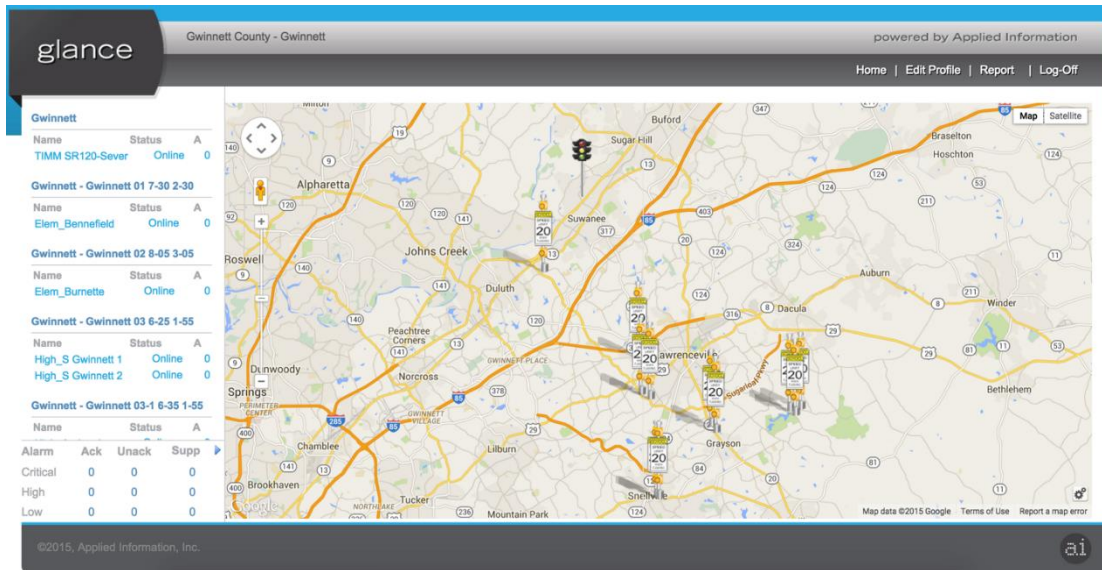
Beacon Health Report for COSL															
8 March, 2016 06:13 AM															
BUSINESS	DEVICE	SYSTEM VOLTAGE (AVG)			SOLAR ARRAY VOLT (AVG)			AC VOLTAGE			MONITOR BATTERY			LAMP	COMM % RELIABLE
		MIN	MAX	STATE	MIN	MAX	STATE	MIN	MAX	STATE	MIN	MAX	STATE		
Paradigm: COSL															
OFFLINE	Spare 1 NG (1503)														0%
OFFLINE	Spare 2 NG (1504)														0%
COSL: E Austin Parkway															
ONLINE	E_AustinPkwy_N (1226)	12.09	12.62	GOOD	0	12.58	FAIR				9.13	9.46		OK	100%
ONLINE	E_AustinPkwy_S (1227)	12.34	13.7	GOOD	0	18.8	GOOD				6.67	6.76		OK	100%
COSL: E Barrington Place															
ONLINE	E_Bton_Alston_E (1266)	12.48	14.17	GOOD	0.01	20.5	GOOD				12.34	12.76		OK	100%
ONLINE	E_Bton_Alston_W (1267)	12.5	14.06	GOOD	0.01	20.37	GOOD				6.69	6.81		OK	100%
COSL: E Colony Meadow															
ONLINE	E_ColonyM_Sweetw_N (1239)	12.49	13.86	GOOD	0.01	18.61	GOOD				7.49	9.23		OK	100%
ONLINE	E_ColonyM_Sweetw_S (1238)	12.57	13.66	GOOD	0	16.48	GOOD				6.64	6.74		OK	100%
COSL: E Commonwealth															
ONLINE	E_Commonwealth_E (1240)	12.42	13.9	GOOD	0	19.38	GOOD				6.61	6.73		OK	100%
ONLINE	E_Commonwealth_W (1241)	12.44	13.87	GOOD	0.1	20.49	GOOD				6.62	6.73		OK	100%
COSL: E Dullus															
ONLINE	E_Dulles_N (1230)	12.41	13.66	GOOD	0	16.34	GOOD				6.65	6.74		OK	100%
ONLINE	E_Dulles_S (1231)	12.43	14	GOOD	0.18	16.63	GOOD				6.65	6.74		OK	100%
COSL: E Highland Pool															
ONLINE	E_Highld_Williams_N (1262)	12.5	13.96	GOOD	0	19.64	GOOD				6.64	6.76			100%
ONLINE	E_Highld_Williams_S (1263)	12.21	13.76	FAIR	0	19.94	GOOD				12.1	12.21			100%
COSL: E Highlands															
ONLINE	E_Highlds_Willms_N (1224)							119.5	123.7	GOOD	13	13.2		OK	100%
ONLINE	E_Highlds_Willms_S (1225)	12.45	14.07	GOOD	0	17.53	GOOD				6.69	6.82		OK	100%
COSL: E Lexington Creek															

The system can be purchased with the cellular services with initial procurement in 1 year increments with options for 5 years or even 10 years of data to be purchased.

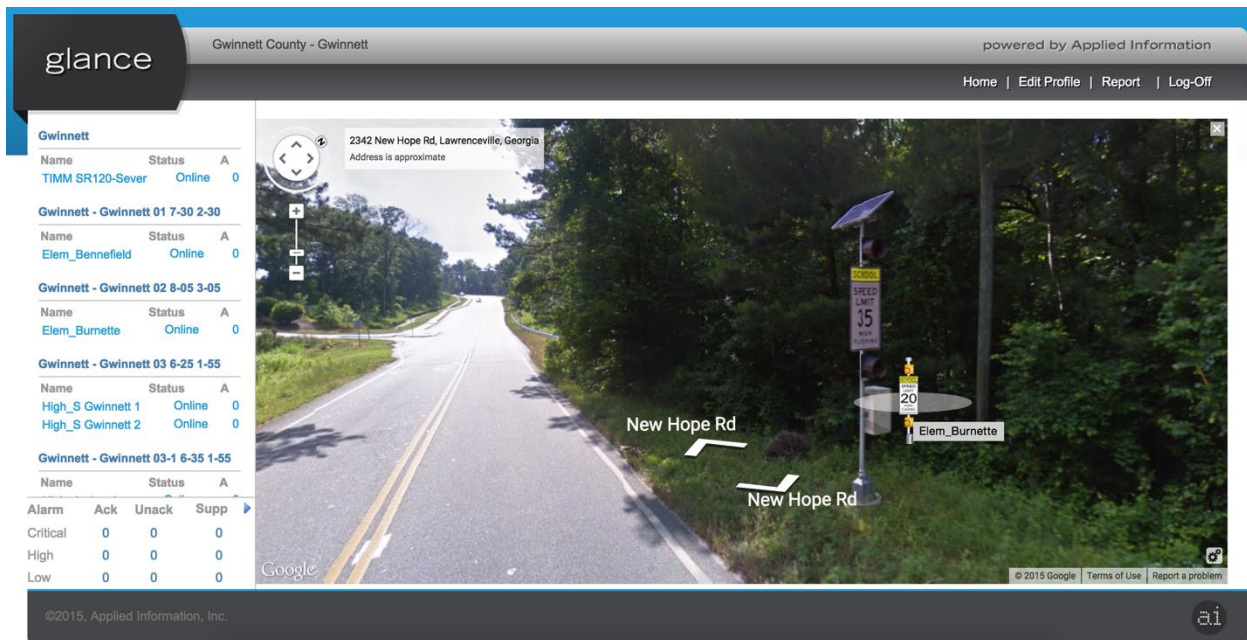
Glance School Zone Flashing Beacon Pilot Project in Gwinnett County

Gwinnett previously installed (11) AI-500-071 School Beacon Timer Switches into existing school beacon cabinet assemblies in the spring of 2015. These timer switches replaced the older timer switches and provided a way of determining the status and health of all the school beacon flasher units over cellular communications.

Below is a screenshot of Glance with the Gwinnett devices shown on a map view.



Glance Google Street view showing one of the School Beacons (Elem_Burnette) installed with a Glance School Zone system.



Detailed Device Information and Scheduling

Below is a screenshot showing the information from one of the Gwinnett beacons.



This detailed view provided information on the Beacon state, AC voltage, Battery Voltage, next scheduled event, and current schedule. The view also showed trending graphs so that an operator could spot any errors that might have occurred over the last week of operation.

RFP Requirements / Exception

Temple ensures that it meets or exceeds the requirements set forth in the RFP documents for this project with only (1) Exception (See Assumptions regarding Payment and Performance Bonds).



Turning data into information...

www.appinfoinc.com

AI-500-070 School Beacon Timer Switch and Cellular Modem

Overview

The AI-500-070 series provides a cost-effective, easy to integrate means of adding monitoring and control to School Beacons Flashers. It is designed for extreme temperature applications and has low power requirements, making it suitable for solar powered applications. The simple Integrated School Beacon Timer Switch and Cellular Modem can be retrofitted into existing School Beacon cabinets to upgrade the school beacons to the latest technology.

The unit provides an easy way to monitor the school beacons status and health such as AC power, battery backup, monitor beacon current, cabinet door open, local override control and radar speed information.

The unit works in conjunction with the Glance Platform, providing an cloud-based School Beacon solution. Simply connect the unit to your school beacons to add monitoring and control to your equipment. The unit allows you to remotely configure schedules for the school beacons from the Glance cloud based software.

Features

- ✓ Low cost Internet connectivity solution
- ✓ Low power consumption
- ✓ Compatible with Glance platform
- ✓ GPS enabled for self-locating
- ✓ Monitor beacon lamps current to determine when a beacon has failed
- ✓ Remotely change schedule to multiple devices
- ✓ Remotely monitor radar speed of vehicles
- ✓ Email & text messages when faults are detected
- ✓ Integral battery back-up for power fail reporting
- ✓ Local manual override switch
- ✓ Remote firmware updates available



Call us today to get started at [678.830.2170](tel:678.830.2170) or email us at sales@appinfoinc.com

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appinfoinc.com • sales@appinfoinc.com



Temple, Inc. PO Box 2066 Decatur, AL 35602 800.633.3221 www.temple-inc.com

Hardware Specification



AI-500-070

Connectivity

Cell Modem	Yes
Ethernet Port (10/100Base-T)	Yes
RS-232 Port	Yes

Industrial I/O

Analog Inputs	AC Power, Solar Batteries & Temperature
Digital Inputs	Beacon Status & Door Open Switch
Digital Outputs	2 X Beacon Circuits

Miscellaneous

Operating Systems	µC/OS-II
GPS	Yes
Operating Temperature	-37°C to 74°C
Humidity	5-95% non-condensing
Dimensions	8" x 5" x 2"
Input Voltage	10-30v DC, 120V AC
Power Consumption DC	idle - 149mA avg; active - 212mA avg
Power Consumption AC	idle - 17mA avg; active - 24mA avg
Battery Backed Memory	Yes

Also suitable for...

Solar/battery powered	Yes
Lamp Monitoring	Yes
Scheduling	Yes

** Custom configurations available
for volume orders



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apinfoinc.com • sales@apinfoinc.com

Applied Information Inc.
5 Year Limited Warranty
(With purchase of (5) year Connectivity / Support Package)

Applied Information Inc. ("AI") provides the following limited 5-year warranty ("Warranty") coverage as applicable to your purchased AI branded product ("Product"). The following constitutes the terms and conditions of that limited warranty.

1. What the AI Warranty Covers and for How Long

Subject to the exclusions and claim procedure set out below, AI warrants for a period of 5 years from the date of sale by AI or its authorized distributor (the Purchase Date), that the AI Product is free of material or workmanship defects and provides coverage as detailed below.

To exercise this right through any of the time periods above, the customer shall ship, at its own expense, the Product to AI according to the return instructions detailed below, and AI will, repair or replace the Product and return it to the customer free of charge, or offer credit towards the purchase of new Product.

AI shall be entitled, at its discretion, to use new and/or reconditioned parts in performing warranty repair or providing a replacement Product. AI also reserves the right to use parts or Product of original or improved design in any repair or replacement. All replaced Product and/or any parts removed from repaired Products become the property of AI.

If AI chooses to repair or replace a Product, the above warranty will continue to apply and remain in effect for the balance of the warranty period calculated from the Purchase Date (and not the repair or replacement date).

If AI chooses to offer a credit towards the purchase of new Product, then the warranty in effect and applicable to the new Product shall apply to the new Product. All credits must be used within 90 days of issuance from AI towards the purchase of new Product or become null and void.

2. What the AI Warranty Does Not Cover

AI's Warranty does not provide coverage for the following which are expressly excluded from the above warranty:

- Failure due to normal wear and tear of the Product.
- Failure caused by improper user programming of product settings through computer software supplied with or associated with an AI Product.
- Failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages that create operating conditions beyond the maximum or minimum listed in the AI specifications including lightning strikes.
- Products which have been repaired or altered other than by AI or authorized by AI.
- Products that have their original identification (trademark, serial number) markings defaced altered or removed.
- Products utilized as a component part of a product expressly warranted by another manufacturer.
- Operation or storage of the Product outside the specification ranges, and/or alteration or deployment of AI Products other than in accordance with any published or provided user, storage or maintenance requirements.
- Failure that is in any way attributable to the improper use, storage, maintenance, installation or placement of the AI Product.

- Failure caused by abuse, misuse, abnormal use, or use in violation of any applicable standard, code or instructions for use in installations, including, but not limited to, those contained in the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., Standards for the International Electro technical Commission, Standards for the American National Standards Institute, or the Canadian Standards Association.
- Failure due to acts of God.
- Any additional costs required to repair or replace the defective product including legislatively-imposed fees where applicable.

3. Restrictions and Limitations to AI's Warranty

- AI is not responsible for providing access to the failed Product, or liable for any costs including but not limited to retrieval and redeployment of Product, and disassembly and re-assembly of other product that is not AI's.
- This Warranty is not transferable and only applies to the first end-user purchaser of the product directly from AI or a certified AI distributor.
- AI does not warrant the results obtained from the implementation of recommendations made by AI or its authorized distributors concerning the use, design or application of AI Products
- The end-user who purchases the Product assumes all responsibility and liability for loss or damage resulting from the handling or use of AI Products.
- The onus is on the Purchaser to provide evidence that any event that may invalidate the warranty has not occurred, including specific storage, maintenance or operational procedures to assure Product performance,
- AI has the sole discretion in determining the validity of any warranty claim, and reserves the right to determine the cause for Product failure including examining patterns in Product usage, trends in Product failure, and to review the customer's documentation of installation, use, maintenance, storage procedures and test results.
- AI's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage or injury arising directly or indirectly from or in relation to the use of the AI Product shall in no event exceed the purchase price of the AI Product which gave rise to the claim. IN NO EVENT SHALL AI BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORSEEABLE OR NOT INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS, OR LOSS OF BARGAIN.
- The Warranty set out above is the sole warranty granted by AI with respect to the Product. No oral understanding, representations or warranties shall be of any effect and AI makes no further warranties, express or implied concerning the AI Products other than the Warranty set out above. The Buyer, where permitted by applicable law, hereby expressly waives any statutory or implied warranty that the AI Product shall be merchantable or fit for a particular purpose.
- All disputes ("Disputes") arising out of or in connection with this Agreement shall be referred first to the parties for amicable resolution. In the event that the Dispute is not resolved within 30 days of written notice from one party to the other, the Dispute shall be referred to mediation. All Disputes incapable of being resolved through mediation shall be referred to and finally resolved by arbitration under the Uniform Arbitration Act (Georgia), with each party bearing its own expenses incurred in respect of any such arbitration.

How to Make a Valid Warranty Claim

Temple must be notified in writing of any Warranty claim within 90 days after first evidence of non-compliance or the Warranty will be void. Written notification shall include date of non-compliance, location and use of Product, serial numbers, where and through whom the Product was purchased, and proof of purchase.

Temple is not responsible for providing access to the failed Product, including but not limited to retrieval and redeployment of Product, and disassembly and re-assembly of other product that is not Temple's.

Step 1: Prepare your documentation to speak to a Customer Service Representative. Please be prepared to provide the Product serial or identification numbers, proof of purchase from Temple as well details on the location and nature of failure. Obtain an RMA number (Return Materials Authorization number) from Temple Customer Service prior to returning any Products. Temple reserves the right to refuse any items sent to Temple without an associated RMA number. To obtain an RMA number, please contact carol.harris@temple-inc.com or call 256.353.3820

Step 2: After receiving an RMA number, please ship the product back to Temple as instructed. If possible, utilize the original shipping containers that came with your Product. If not, please utilize a shipping method that will as much as possible replicate your original packaging material. Temple will not assume responsibility for items that are damaged during shipping. With the RMA number which is provided you will also receive shipping direction and labeling instructions, please read and follow carefully. As a reminder, you are responsible for shipping the product back to Temple and the associated costs, failure to provide this may result in non-acceptance of shipment by Temple.

Step 3: Temple will review the Product and its method of failure to determine whether warranty coverage is applicable, and if so will provide for the repair, replacement or credit as applicable in the coverage of the Warranty outlined above.

Please note that Temple strives to resolve warranty issues as quickly as possible, but pending the nature and difficulty of assessing the failure, the process time may range to properly close. Please contact your Customer Service Representative if you are unsure as to the status of your warranty claim.

Where specific maintenance or storage procedures were required to assure Product performance, please be prepared to demonstrate that proper storage and maintenance procedures were followed. Please also note that Temple reserves the right to determine the cause for Product failure including examining patterns in Product usage, trends in Product failure, and to review the customer's documentation of installation, use, maintenance, storage procedures and test results. Assisting Temple as required in this process will help to ensure the true root cause for failure is determined to prevent future failures. If the customer fails or declines to provide adequate information to Temple, to enable Temple to assess whether the Product has failed or the cause of the Product failure, Temple reserves the right to decline to honor the warranty.

Step 4: If Temple determines that the Warranty is applicable, then: Once your returning Product has been received and qualified for warranty coverage, you will receive either the repaired or replaced Product, or credit towards the purchase of new Product in accordance with the applicable warranty and elections. Please note that if Temple is returning Product to you in accordance with this Warranty, that Temple will facilitate returns to the destination from the original sales order.

Chapter 3 (Continued)

Proposed Project Plan for Beaufort County's School System

A brief synopsis of the schedule of events is captured below. With a delivery deadline between (60) and (90) calendar days (August school opening), the ability to pre-configure these devices ahead of time will be key to a successful deployment.

Milestone # 1 (Assuming that Notice to Proceed occurs around the week of November 6, 2017)

- **November 6, 2017** (or date of NTP) – Temple to negotiate the below milestones with the County prior to implementation
- **November 13, 2017** (or 1 week after NTP) – The total list of locations provided by Beaufort County will be used to complete the remote configuration of the alerts and alarms into the Glance Central Software (Database design, naming nomenclature and system preferences). Temple will need a configuration form completed by the County which tells us who the County desires to be alerted and who will be the system “users”
- **November 20, 2017** (or 2 weeks after NTP) – Temple, Inc. procures devices, Applied Information pre-configures the units to be provided
- **December 4, 2017** (or 4 weeks after NTP) - Delivery of all (34) 500-071 time switches, harnesses, and retrofit brackets to the County kitted and ready for implementation at appropriate locations

Milestone # 2

- **December 4, 2017** – Temple, Inc. arrives onsite and assists the county with loading their school schedules into Glance
- **December 5, 2017** - Temple to assist County with removal of existing School Flashers and installing the new AI 500-071 devices using retrofit kit
- **December 7, 2017** – Installation to be completed and System to be operational (likely to be completed sooner)

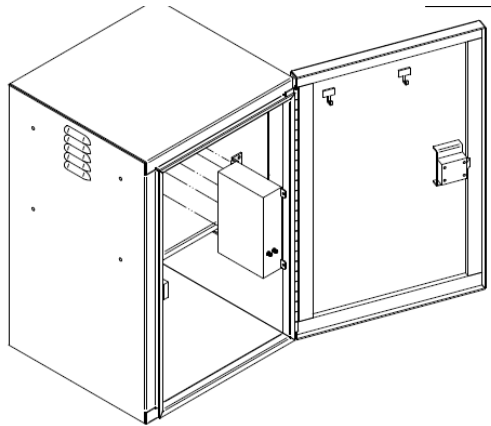
Milestone # 3

- **December 11** (or at County's discretion) – Glance Central System Training (per the Training Strategy) to commence at a time that best suits the County and the Glance operators that will be present during the training.

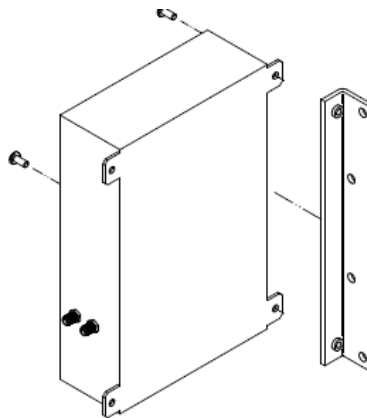
General Installation Strategy

The Applied Information time clock system installation consists only of the removal of the current clocks in the (34) locations in Beaufort and the integration of the AI 500-071 time switch / retrofit harness / bracket onto the existing back panel in the field. Certain cases may call for a High Gain Antenna kit, which is only used when/if cellular reception is considered to be low or inadequate. The antennas will be mounted on an existing pole above the existing flasher cabinet.

The below images show the orientation in which the time switches will be mounted. An “L” bracket will accompany the time switch to eliminate the need to move existing equipment around in the cabinet, making installation very efficient. It also allows an extremely quick installation.



[Flasher cabinet sample with AI 500-071 device installed]



[Sample retrofit bracket attaching to AI 500-071 device allowing for a side-mount installation]

Beaufort County System - Maintenance and Support Strategy

Temple, Inc., in conjunction with Applied Information, Inc., will provide maintenance and support to Beaufort County for the school flasher beacon system, as follows:

1) *First line support*

First line support will consist of contacting Temple, Inc. via the toll-free number 1-800-633-3221 and requesting support. Temple will then direct the call as appropriate. The system is self-supervising, and will notify the County, Temple and Applied Information in the event of a fault.

2) *Field device support and maintenance*

In regards to onsite service/support, Temple, Inc. will be available to be scheduled for a visit. Remote support by Temple and/or Applied Information is available via phone support at any time. In regards to Repair / Return Support, the 500-071 Flasher unit is the field module that will be exchanged in the unlikely event of a fault. Once the unit has been exchanged in the field, then Temple will be notified and the name/grouping on Glance will be changed to reflect the swap. The defective unit that has been swapped out will be marked for repair, and shipped back to Temple under an RMA number that has been obtained from Temple. The customer will be alerted of an estimated return date at the time of issuing an RMA.

3) *Central system support and maintenance*

Central system support and maintenance is provided by Temple in conjunction with Applied Information. As the system is cloud hosted, all server and database maintenance is carried out by the Temple/Applied Information team. This includes the regular database maintenance tasks. The County will only need a browser on any of the County's computers (or mobile devices) to access the system. User names and initial password will be created for the County's users during the system configuration phase. Any security updates or software/firmware updates will be done remotely after Temple / Applied Information notifies the County that an update is needed.

4) *Installation*

All installation work in the County's cabinets will be carried out with at least (1) Beaufort County technician along with the assistance of (2) Temple technicians. The upgrades to the existing Carmanah Solar Systems/Panels will/may require Beaufort County personnel to provide a bucket truck. This will not affect the estimated installation timeline of 1 week onsite.

5) *Warranty*

The warranty of these devices are extended to 5 years, when the Connectivity & Support Package is purchased, this package is being offered in this proposal as a 5-year fixed price.

Proposed Training Strategy for Beaufort County

Training for Install/Setup/Test: Proper training, which focuses on the installation and testing of a time switch in a school zone flasher cabinet will commence on-site during the first installation, or at a time that is best suited for the County. The trainees will likely be the signal technicians and infrastructure support personnel, however, the training will be open to all Beaufort County personnel, in order to better understand how the devices are installed and tested. Trainee Limit: 20 people, manuals provided, 1 day course

Method – Onsite with (2) Temple Technicians/Trainers

- Trainees will witness the removal of a legacy timer switch, the installation of the new timer switch and retrofit harness and wiring, and the activation of that device onto the Central Software System
- Our Technicians, via laptop, will instruct how to locally program a timer switch and will instruct on how to program a timer switch via the cloud (Glance)
- Once activated and Glance shows the current status of the device, the following tests will be implemented by Temple Technicians:
 - Location – ensuring that Glance shows the unit at the installed location
 - Power Fail Alarm – triggered by removing AC or DC
 - Schedule Set – ensuring that customer's specific schedule is running
 - Flashing Operation – indicating that Flash Operation occurs at scheduled time
 - Beacon Fail Alarm – notification appears in Glance when a failed beacon is simulated
 - Solar Batteries (if applicable) – ensure battery status is monitored correctly by Glance
 - Other minor tests and settings, as applicable

Training for Glance Software: Proper training, which focuses and is geared towards Glance Software, will commence at a place the County designates and scheduled any time after device configuration and installation is complete. The trainees for this course will be, at minimum, the administrators and users that will be logging into the Glance Software. Trainee Limit: 20 people, manuals provided, 1-2 day course (4 hours each day)

Method – Both Remote and at TCC

- Glance Training will involve at least (1) Temple representative and at least (1) Applied Information representative
- Trainers will begin with logging in those who, based on configuration, are allowed to use the Central System and run through a certified Glance Software Training Program, which properly teaches familiarity with:
 - Glance Maps, Displays, Icons, Street Views
 - Alarms and meanings of each alarm/alert and layout on Glance

- Regional Grouping based on Beaufort Co preferences
- Individual Detail Displays, Parameters, Graphs
- Overrides (Individual and Specific Scenario)
- Scheduling: Custom, Holidays, Events, DST, Conflicts
- Logs and Diagnostics
- Going over all Reports and how to get the most out of them.
- Remote Training is available at any time throughout the deployment. This will involve everything that the Glance Training involves, but can be performed via webinar
- A survey will be provided post-training to see if any trainees need more focused attention

Chapter 4

Experience, Qualifications, and Project References

Temple, Inc. has delivered, deployed, and serviced thousands of Timer Switches throughout nine states in the southeastern United States to either public agencies directly or through projects which have involved third party contractors. For over twenty five (25) years, Temple has been involved with vendor partners who, together, have helped agencies optimize school zone systems. Beginning in 2014, Temple began collaborating with a technology company called Applied Information. With Temple's significant experience in school zone deployments and Applied Information's commitment to the ITS industry, the two company's make a solid team for this proposal. Included below are brief descriptions of some of the personnel on the Project Team:

Bryan Mulligan

President/Applied Information, Inc.

Qualifications: B Sc. Eng (Civil) –First Class Honors –University of Cape Town – 1979

Bryan is the President and Founder of Applied Information, which he established in 2011 to meet the need for a technology company that can apply the new wireless, Internet-of Things, cloud computing and connected vehicle technologies into modern solutions for the transportation sector. Applied information has established technologies in multiple sectors in transportation, including intersection management, connected vehicle priority/preemption systems, pedestrian safety, mobile data acquisition, parking and ITS management.

Bryan continues to provide leadership in the US and international transportation industries through his continue chair, and leadership, of the NEMA 3TS Transportation Section. NEMA (the National Electrical Manufacturers Association) is the leading US trade association in the transportation sector, and is one of the co-owners of the NTCIP suite of standards. Bryan is also a member of the NTCIP Joint Committee, and the NEMA Head of Delegation.

Byron Hood

Sales Representative, Carolinas

Qualifications: BS Business Administration, Athens State University
23+ Years' Experience in Transportation Industry

Byron provides sales and project management services for the full line of traffic, safety, and ITS products and services offered by Temple and their many manufacturing partners. Byron has worked closely with State and Municipal DOTs across the States of South Carolina



Temple, Inc. PO Box 2066 Decatur, AL 35602 800.633.3221 www.temple-inc.com

and North Carolina since 1997. Prior to his current position, which located him in Fort Mill, SC, he held the position of Mississippi and Louisiana sales representative. He currently supports Applied Information, as well as a full line of traffic signal, ITS, and safety equipment from conceptual ideas through system implementation, while assisting with ongoing systems support/service. He has over 23 years of regional sales management experience that cover a broad technical range of ITS technologies, products, and traffic control sub-systems. Availability: 100%

David Barrett, Jr.

Georgia Technical Support

Qualifications: IMSA Level II Field Technician, over 10 years of experience

David Barrett, Jr. is a member of our South Carolina / Georgia Technical Team over in Gainesville, Georgia. He has received an IMSA Level 2 certification and is also a certified technician for all of the products that Temple represents. David Jr has obtained vast knowledge of proper troubleshooting in the field and is considered an expert on topics ranging from detection methods, priority control/preemption, pedestrian and school safety devices, battery backup and uninterruptible power systems. Junior also has proficient knowledge involving all of the products that Temple represents. Temple, Inc. takes to heart the saying "Service what you sell." Traveling out of the Gainesville office allows for rapid response in the event of any problems that might arise during the installation and/or maintenance. David, Jr. also has extensive experience with South Carolina both at the DOT level as well as experience with supporting Beaufort County.

Availability: 100%

David Owen

Georgia Technical Support

Qualifications: IMSA Level II Certified Technician, 5+ years of experience

David Owen is a member of our South Carolina / Georgia Technical Team over in Gainesville, Georgia. He focuses on ITS applications including Applied Information's full product line. With 5 years of experience, David has shown the capability to not only succeed in his service roles with traditional traffic devices but also has become very knowledgeable with Central Software Systems and Integration to Traffic Management Centers and Traffic Adaptive Implementation. He is also a certified technician for all of the products that Temple represents. Traveling out of the Gainesville office allows for rapid response in the event of any problems that might arise during the project. David is also a certified trainer for many of the products that Temple represents and has completed

programs such as “Train the Trainer” for devices ranging from Detection to Glance Software Implementation and Support. Availability: 100%

David Whitcomb

ITS Specialist and Maintenance Support (Computer Systems)

Qualifications: BS Computer Science, Mississippi State University, 2003

David Whitcomb holds a degree in Computer Science, and his experience in the ITS environment focuses on the design and deployment of digital video distribution systems, video graphics, Ethernet and IP network layout/management, as well as integral software development. David is highly knowledgeable about centralized traffic control systems and adaptive control systems. He will be available for remote technical support throughout the life of the contract. David has supported and trained numerous agencies and consultants regarding technical solutions such as: Glance Central Software Systems, TACTICS Central Software Systems, SEPAC functionality and features, IP Camera Systems, Ethernet Switch Configuration, and other devices that require set-up and configuration. David manages numerous maintenance contracts within the southeastern United States and is available via phone to assist with troubleshooting techniques and is a significant contributor to Temple’s service team. Having an employee like David Whitcomb to be available to speak with technicians, supervisors, IT and ITS managers is part of Temple’s long-standing commitment to the Temple Technical Team (T3). Availability: 100%

Experience With and References For School Zone Deployments

- I. **Project Name:** Marietta Smart City
Location: Marietta, Georgia

Project Description: Beginning in June 2014, the City of Marietta began implementing a “Smart City” approach to its school zone beacon assemblies due to some limitations that their previous system had been experiencing city-wide. The initial project included retrofitting (5) 500-071 Timer Switches into existing assemblies along the Polk St NW corridor for West Side Elementary School and Marietta Middle School. Along with the retrofitting of the devices, the Glance Central System was activated and configured per the City’s preferences. The project implementation took less than 30 days after procurement and since then, the City has expanded significantly. Start Date: July 2014 End Date August 2014. To date, Marietta has (11) school zone systems on Glance and over (100) devices using the many Glance Central Software features for intersection monitoring, Preemption, Driver Feedback monitoring and other capabilities. Marietta has invested in this technology and has become one of the leaders in the US in regards to Smart City deployments.



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Contact Person: Tim Cox, City of Marietta
 Address: 725 N Marietta Pkwy, Marietta GA, 30060
 Phone: 770.595.9238
 Email: TCox@mariettaga.gov

II. Project Name: Gwinnett County Flasher Upgrade
Location: Gwinnett County, Georgia

Project Description: During the summer months of 2016, Gwinnett County, Georgia upgraded (270) School Zone Time Switches into existing Flasher Cabinets that previously utilized Eltec and RTC time clocks. The notice to proceed took place in May, 2016 with a project completion deadline of August 1, 2016. During the installation phase, the County (with Temple's assistance) was able to install all (270) devices in just (5) business days. Prior to the retrofit upgrade taking place, the County would receive many phone calls and complaints about school zone flasher scheduling and operability. After the deployment, the County realized a 93% decrease in citizen complaints and calls. Gwinnett County was extremely impressed with the ease of deploying these devices as well as the many features of the Glance Software capability.

Contact Person: Tom Sever, Gwinnett County
 Address: 75 Langley Dr, Lawrenceville, GA, 30046
 Phone: 770.822.7872
 Email: tom.sever@gwinnettcountry.com

III. Project/Location: Brevard County School Beacon Upgrade
Location: Brevard County, Florida

Project Description: Brevard County recently upgraded their school zone flashing beacons with (50) 500-071 time clocks and is currently running the system seamlessly. The County performed the installation with the assistance of Temple, Inc.'s certified technicians. Temple also performed onsite training and Glance Central System training to ensure that the County fully understood the alarms, reports, alerts and all of the other features that come along with a Glance System. Installation of these devices took less than a week and the County was on-line within a few days.

Contact Person: Brandon Collins, Brevard County
 Address: 2725 Judge Fran Jamieson Way,
 Bldg. C, 3rd Floor, Suite C-303
 Viera, FL 32940
 Phone: 321.455.1440
 Email: Brandon.collins@brevardcounty.us



Chapter 4 (Continued)

Typical Design Considerations

Item	Design Consideration	Temple/AI Response
1	Provide the expected average and maximum bandwidth requirements of the system per client endpoint administering the system.	The Glance School beacon devices use approximately 10MB of data per month. These data plans are managed by Applied Information and any overages are covered by Temple/AI on the data plans offered.
2	How does the system make it easy to see at a glance which school beacons are in a fault condition?	The Glance system displays school beacon faults in a list view as well as color coded rings on the map view.
3	How does the system let the user/operator know that a school beacon has gone into fault?	The system sends text and email alerts that are sent out to responders based on the specific faults detected.
4	How can an operator change the schedule in the school beacon?	The system has a web-based user interface that allows the operators to send new schedules to the school beacon.
5	How does the system handle holidays and exception days?	The system has holidays and exceptions separated into a different tab from schedules. This makes it easy to change the holidays only or the schedules only. The operator selects the date range and can then choose to turn the beacons off/on or a special exception day schedule to run.
6	How can a user turn on/off multiple beacons in case of an emergency?	The Glance system has the ability to implement scenarios that do bulk operations. Scenarios allows users to preconfigure groups of beacons to turn on/off or back to schedule.
7	How does the system monitor AC voltage, battery voltage and solar charge status?	The glance beacons constantly sample the voltage from the incoming AC power or the batteries and solar charge devices. This information is then displayed in both text and graphical form. The system graphs data for a period of one week so that trends can be seen. Information is also shown for now and high, low and average information for the last 24 hours.
8	How does the system determine if the one or both beacon lamps have	The Glance 071 timer switch monitors the current to the lamps. The system is able to

	failed? Can it also support lamp out detection on single beacon systems?	determine if only one lamp has failed or both lamps have failed. Yes, this feature is supported on both dual lamp and single lamp systems.
9	How does the system show the overall availability/reliability of the School Beacon on a weekly basis?	The Glance system generates Beacon Status Report at the start of each day and the end of the week. These showcase the operational availability of school beacons. The report details the beacons health condition of the battery's, solar chargers and lamps.
10	Can the system be cloud hosted so the City does not need any IT infrastructure?	The Glance system is a cloud based solution that allows operators to access the system through any web browser. Optionally it can be installed on the city servers.
11	Does the system require any special software to be installed to view faults and system status?	The Glance system can be accessed through any web browser.
12	How can an operator ensure the beacons in the field are running the correct schedules?	The Glance system has the ability to determine if there is a "schedule mismatch". This means the schedule that is stored in Glance is different to the schedule in the devices. A small brown icon is displayed next to the devices with a schedule mismatch and users can see what caused this. Once an operator downloads the correct schedule these mismatches will clear.
13	How does the system display the urgency of the school beacon faults?	The Glance system provides color coded rings on the map view and list view. Large red rings show a critical alarm and smaller yellow and amber. The urgent faults are always highlighted in red
14	How does the system communicate?	The school beacon timer switch utilizes cellular communication to send all data back to the central system. The beacon uses "intelligent data push" to send back information when anything changes in the field. This provides real time monitoring of the beacons, and low data usage.
15	How does the system make it easy to configure the system?	All the Glance field devices incorporate a GPS, so that the field device will automatically locate itself in the right position on the map. Also, the

		devices can use dynamic IP addresses so that the maintaining agency does not need to maintain IP addresses. Fixed IP addresses can be used if the agency prefers.
16	How does the city purchase the data contracts?	The data contract can be purchased in 1-year, 5-year year or 10-year data plans with the devices. Alternatively the City can also purchase the data contract in yearly periods.
17	Does the system require any recurring yearly fees?	No, the Glance license is a perpetual license and does not require any annual or monthly costs.
18	On solar powered systems, with the system still provide the operators with and alarm/alert if the system battery is stolen?	Yes. The field devices are provided with their own internal battery that will still communicate to Glance, and raise alarms/alerts, if the system battery is stolen.
19	Can the County use its own cell provider?	Yes. The County can use its own cellular, however, the Connectivity & Support Service Package proposed by Temple extends the warranty up to 5 years.
20	Are the clocks for AC and DC systems identical and interchangeable, and are the relays rated at 16 amps as required by NEC?	Yes, the clocks for AC and DC are identical and interchangeable. Yes, the relays are rated at 16A so that a standard 15A circuit breaker can be used, per the NEC.
21	What is the local presence for technology and installation support for the County?	The local presence and installation assistance as well as maintenance will be performed by Temple, Inc. Temple, Inc. will come alongside the County to assist them in the installation of the devices.

Chapter 5

Sample Purchase Contracts

No "Sample Contract" was provided in the RFP Document, however, Temple, Inc. agrees to uphold the CONTRACTUAL REQUIREMENTS (with one exception) found on page 19-25 of the RFP Document, which is included below, as well as agrees to uphold the insurance requirements listed in the RFP.

The (1) Exception that Temple, Inc. takes to these contractual requirements is in regards to 9.0 PAYMENT AND PERFORMANCE BOND (attached Assumptions in Chapter 2 addressing this concern):

CONTRACTUAL REQUIREMENTS

- 1.0 **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE:** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S QUALIFICATIONS:** Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 **OFFEROR RESPONSIBILITY:** Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under

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the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

- 5.0 **AFFIRMATIVE ACTION:** The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 **SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 **PAYMENT AND PERFORMANCE BOND:** The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 **NONRESIDENT TAXPAYERS:** If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 11.0 **BUSINESS LICENSE:** In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or

individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

- 12.0 **ADDITIONAL ELIGIBILITY:** Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 **INSURANCE REQUIREMENTS:** Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:
- 13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- 13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

- 13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
- 14.0 **INDEMNITY:** The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 15.0 **TERMINATION FOR DEFAULT:**
- 15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- 16.0 **TERMINATION FOR CONVENIENCE:** The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

SPECIAL INSTRUCTIONS

- 1.0 **INTENT TO PERFORM:** It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department

not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.

2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after

submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- 6.1 Determine in greater detail such offeror's qualifications.
 - 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
 - 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 **FUNDING**: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 **AWARD**: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 **PUBLIC ACCESS TO PROCUREMENT INFORMATION**: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.
- 10.0 **DEVIATIONS**: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 **ALTERNATES**: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.2 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
- 14.2.1 State the reasons for the action taken; and
- 14.2.2 Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- 14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

15.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND

VOLUNTARY EXCLUSION: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance by circling YES or NO.

Non-Collusion

As required in the RFP Documents, below is Temple's certification.

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in proposal preparation shall be reported to the State of South Carolina Attorney General and the United States Justice Department.

Certification of Non-Collusion in Proposal Preparation

(Signature)

(Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Beaufort County Council, within one hundred and twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are proposed within the time specified in the cost/fee schedule.

Legal Business Name

Temple, Inc.

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID

63-0575758

Address

305 Bank St Decatur, AL 35601

Does your company currently have a location within Beaufort County? Yes

☒ No

Representative Signature

Forrest Temple

Print Authorized Representative's Name

Forrest Temple

Telephone Number 800.633.3221

Fax Number 256.353.4578

Email Address forrest.temple@temple-inc.com





**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation

Recommendation for Contract Award for IFB 092217, Voters Registration Warehouse

DATE: 12/07/2017

BACKGROUND:

Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide construction services for the addition of a 2,319 SF warehouse for the County's Voters Registration Department's use. A non-mandatory pre-bid meeting was held on August 24, 2017, at 3:00 pm in the Finance Conference Room and six (6) construction firms attended the meeting. Two bids were received and opened on September 22, 2017. The County received bids from the firms listed below.

County staff evaluated the bids, along with our architect R. W Chambers, and determined that Patterson Construction was the lowest responsive and responsible bidder.

The site location is 15 John Galt Road, Beaufort Industrial Village, Beaufort, SC.

VENDOR INFORMATION:

1. Patterson Construction, Beaufort, SC

COST:

\$210,834*

2. Paul S. Atkins Company, Statesboro, GA

\$259,025

FUNDING:

*Staff is requesting a 10% Contingencies of \$21,083.34 to cover any unforeseen conditions. The grand total for the project including the 10% contingency is \$231,917.34.

2017 General Obligation Bond, account# 40100011-54420, Renovation Existing Building Voter Registration, Balance \$250,000.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee on December 11, 2017.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to Patterson Construction in the amount of \$210,834 and include a 10% contingency of \$21,083.34 for a total contract cost of \$231,917.34 for the new Voter Registration Warehouse from the funding sources listed above.

Attachment:



cc: Joshua Gruber, Interim County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Robert McFee, PE, Division Director, Construction, Engineeri

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

Mark Roseneau, Director, Facility Management Department

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	Voter's Registration Warehouse
Project Number:	IFB 092217
Project Budget:	
Bid Opening Date:	9/22/2017
Time:	3:00
Location:	Finance Conference Room
Bid Administrator:	Marlene Myers
Bid Recorder:	Marlene Myers

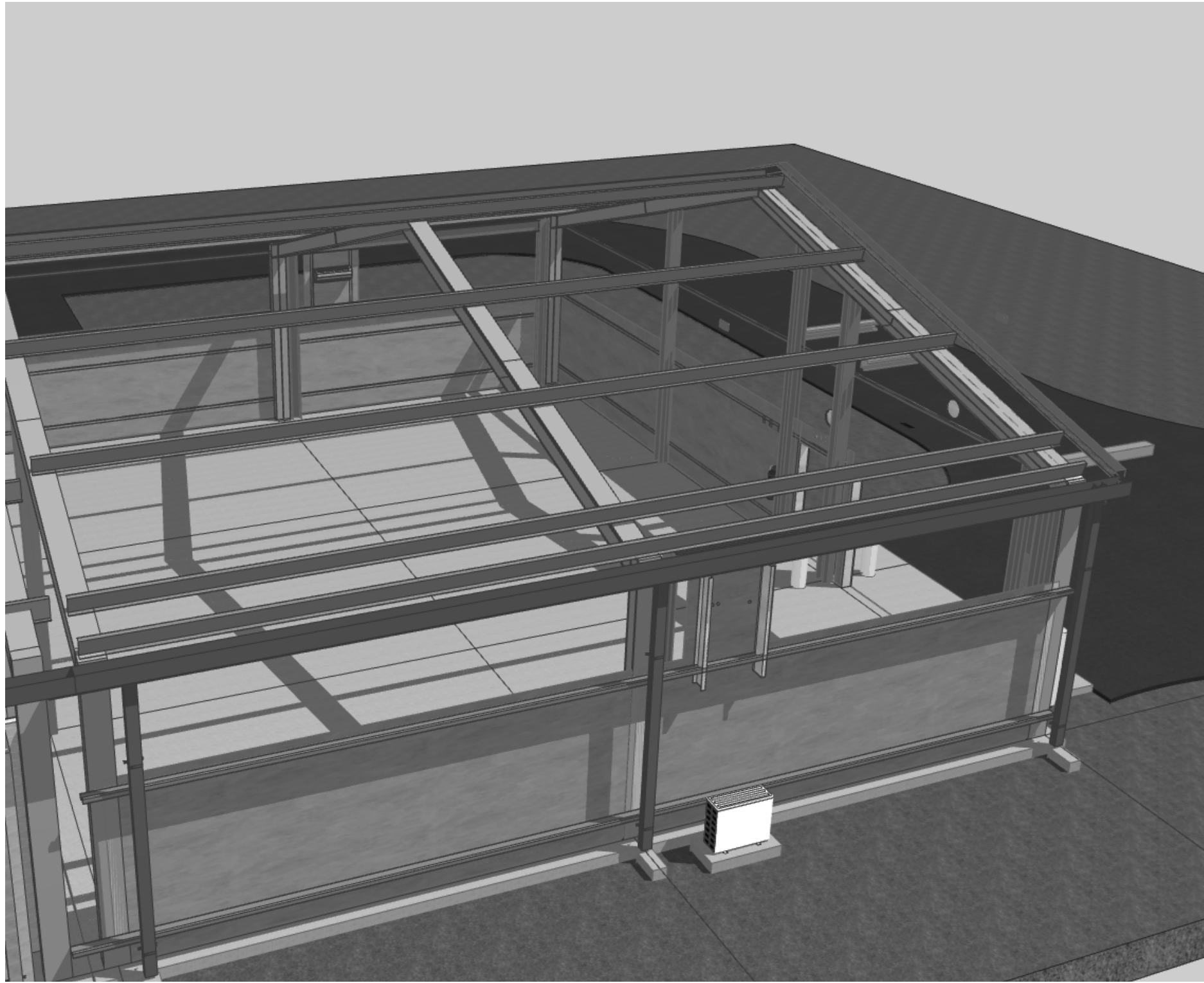
The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Paul S. Atkins Company, Inc.		X					\$579,575
Patterson Construction, Inc.		X					\$410,208
Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.							

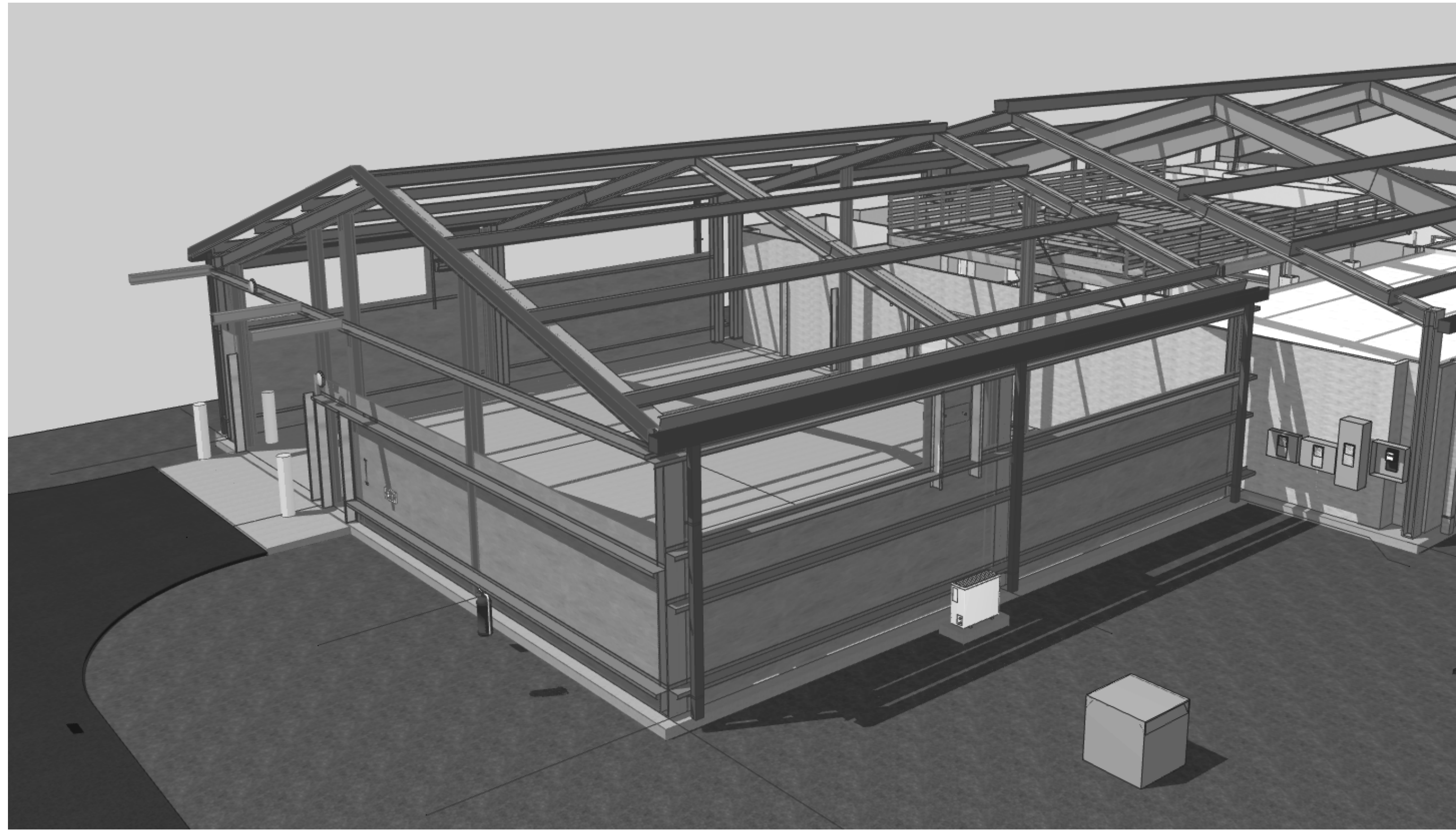
Bid Administrator Signature

Bid Recorder

12/7/2017



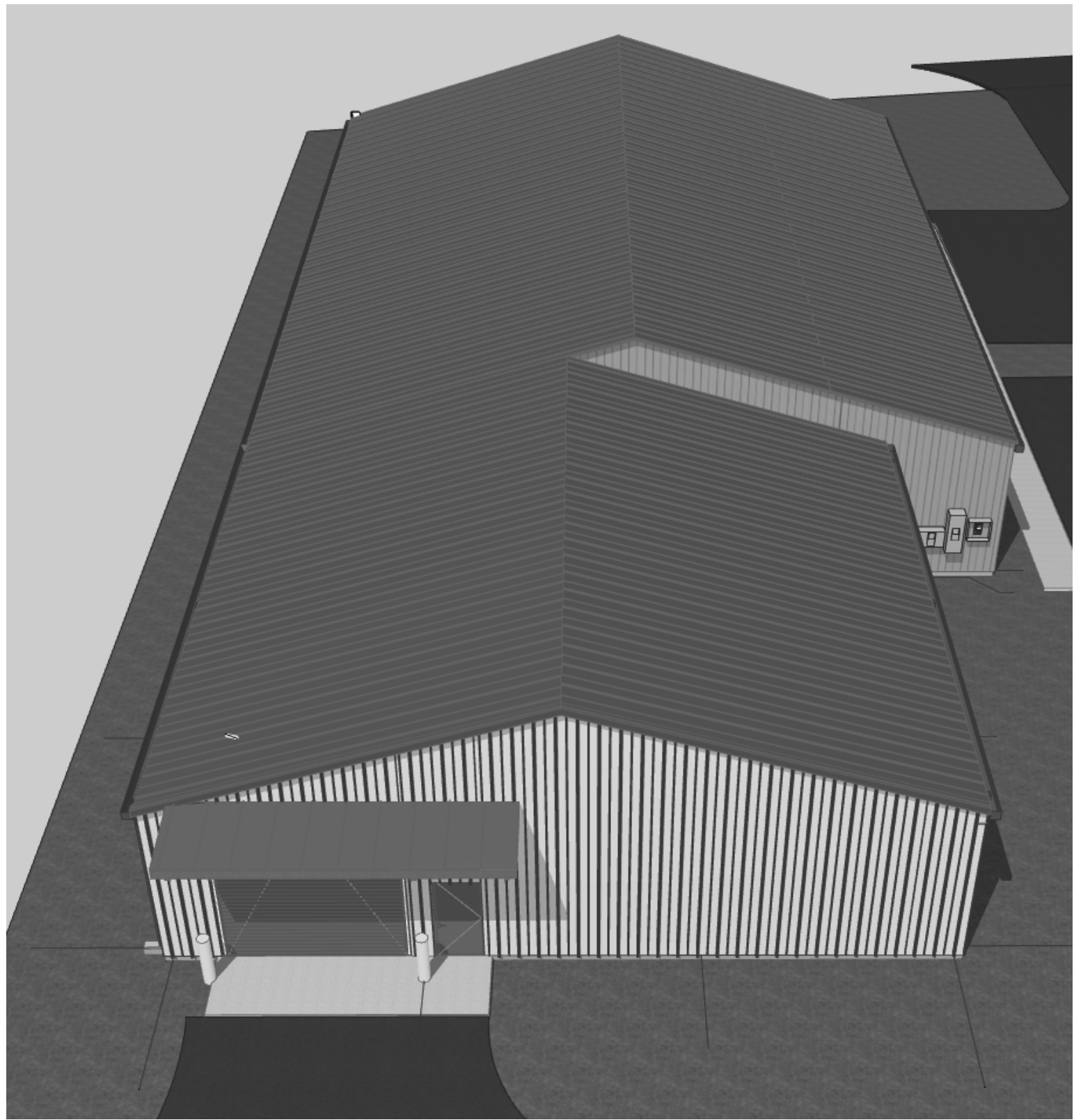
1 VIEW FROM SOUTH
SCALE: 1:1.62



2 VIEW FROM NORTH EAST
SCALE: 1:1.41



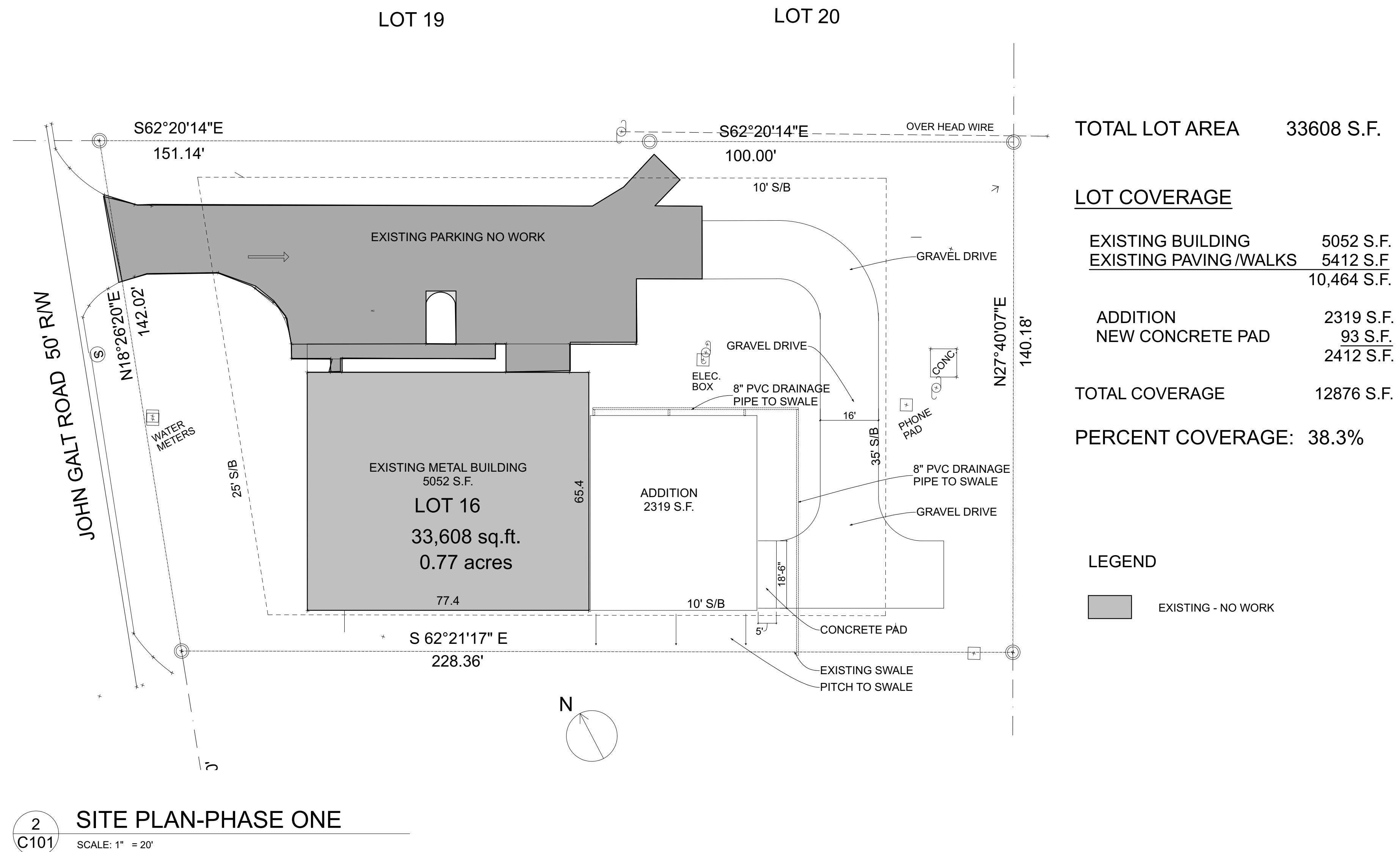
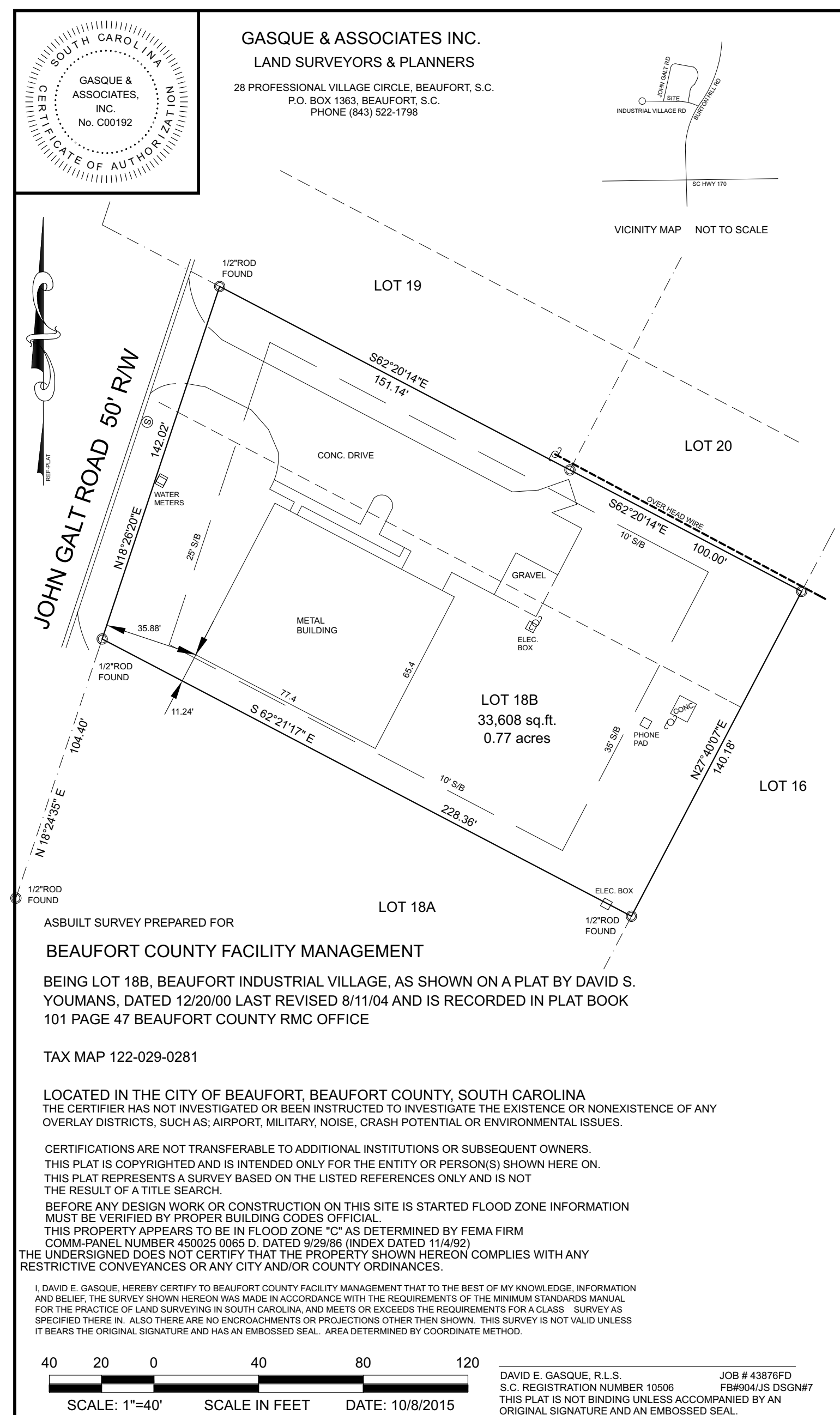
3 VIEW FROM EAST
SCALE: 1:1.60



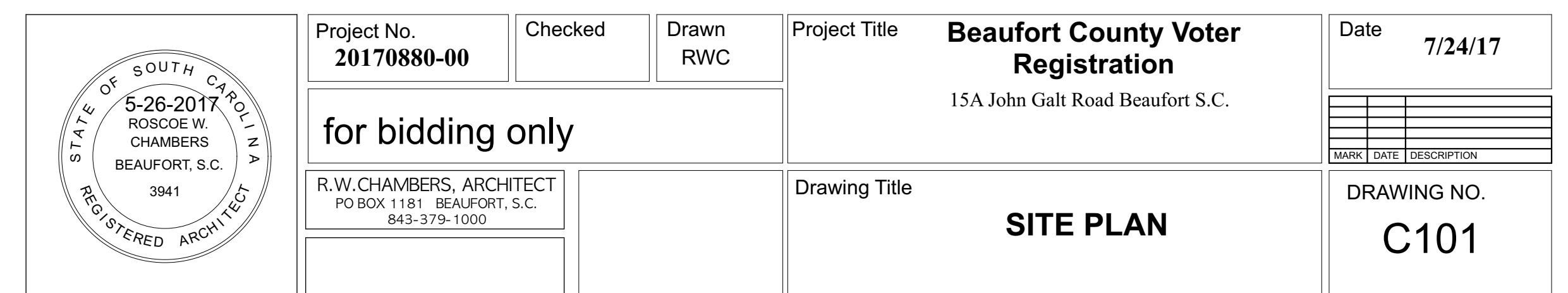
4 VIEW OF ROOF
SCALE: 1:1.59

BASE BID

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/24/17
	for bidding only			Drawing Title SKETCHES	DRAWING NO. A-901
	R.W.CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				



BASE BID





COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

102 Industrial Village Road, Bldg 2 - Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Council Member Brian E. Flewelling, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Sole Source Purchase Request of Three New Homes from Hutter Construction Corporation and Salt Line Construction for the Beaufort County Disabilities and Special Needs Department**

DATE: November 15, 2017

BACKGROUND: The Purchasing Department received a request from the Disabilities and Special Needs (DSN) Department to purchase three homes in support of replacing the Beaufort County Community Residential Care Facility located in the Town of Port Royal at 1508 Old Shell Road; this facility is aging and no longer meets Federal and State compliance requirements of those it is meant to serve. Transitioning the current residents of this facility into the requested homes will better enable DSN to provide the necessary ongoing care for them in safer, more appropriate housing, while also affording them the opportunity to be in a place which is better integrated into the fabric of Beaufort County.

These homes will be built to accommodate DSN consumers and will adhere to applicable ADA standards. In addition to having four bedrooms, each home will have two bathrooms and a staff office with a half-bath. The South Carolina Department of Disabilities and Special Needs (SCDDSN) will reimburse Beaufort County the full sale price of the current Port Royal property when sold, allowable via a budget proviso passed by the South Carolina General Assembly. SCDDSN will reimburse Beaufort County for the sprinkler system installation and \$8,000 per home for furnishings.

DSN encountered obstacles with developers not being able to accommodate the design specs for people with disabilities, as well as concerns about having DSN homes in certain communities. Consequently, staff negotiated the purchase price through competitive research after working with a local real estate agent to find suitable land and cooperative builders. The County's Small and Minority Business Provisions do not apply to this procurement. The recommended vendors are local firms.

CONTRACTOR INFORMATION

COST

1. Hutter Construction Corporation, Beaufort, SC (home in Live Oaks development)	\$ 350,000
2. Salt Line Construction, Port Royal, SC (home on Waddell Road)	\$ 350,000
3. Salt Line Construction, Port Royal, SC (home on Center Drive West)	<u>\$ 317,000</u>
	\$1,017,000

FUNDING: Fund balance account 24470011-54410 Disabilities and Special Needs - Building Acquisition. The fund balance exceeds the amount needed to purchase these three homes at \$3,483,090.99.

FOR ACTION: Natural Resources Committee meeting occurring November 20, 2017.

RECOMMENDATION: The Purchasing Department recommends that the Natural Resources Committee approve the contract awards to purchase the three homes from the aforementioned vendors for a total cost of \$1,017,000.

CC: Joshua A. Gruber, Interim County Administrator
Alicia Holland, Assistant County Administrator, Finance
Monica N. Spells, Assistant County Administrator, Civic Engagement and Outreach
Bill Love, Disabilities and Special Needs Executive Director

Attachments:

Home Plans and Pricing Information

Section 36.16, Proviso for FY 2017-18, South Carolina House Ways and Means Committee

**SUMMARY OF PROVISO CHANGES FOR FY 2017-18
AS RECOMMENDED BY
THE HOUSE WAYS AND MEANS COMMITTEE**

SECTION 35 - J120 - DEPARTMENT OF MENTAL HEALTH

- 35.7 AMEND** (Deferred Maintenance, Capital Projects, Ordinary Repair and Maintenance) Authorizes the department to establish an interest bearing fund with the State Treasurer to deposit deferred maintenance funds and other one-time funds from any source. Authorizes the department to spend these funds for deferred maintenance, capital projects and ordinary repair and maintenance. Authorizes the funds to be carried forward and used for the same purpose.
WMC: AMEND proviso to delete specific reference to depositing funds “appropriated” for deferred maintenance and other one-time funds from any source. Authorize the department to retain and deposit into the fund the proceeds from the sale of excess real property owned by, under the control of, or assigned to the department. Requested by Department of Mental Health.
- 35.8 ADD** (Lease Payments to SFAA for SVP Program) **WMC:** ADD new proviso to exempt Sexually Violent Predator Program lease payments to SFAA from any across-the-board base reductions.

SECTION 36 - J160 - DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS

- 36.7 AMEND** (Unlicensed Medication Providers) Authorizes the department to license or certify select unlicensed persons in community-based programs to provide select medications. Limits the medications allowed to be administered. Requires the department to establish curriculum and standards for training and oversight. Directs that this provision does not apply to an intermediate care facility for individuals with intellectual and/or related disability.
WMC: AMEND proviso to change “selected” to “designated” unlicensed persons. Direct that unlicensed persons must have documented “successful completion of” medication training and direct that in addition to nurses, “licensed pharmacists and licensed medical doctors” may train and supervise designated unlicensed persons to provide medication. Amend the type of medications designated unlicensed persons may provide. Require a written or electronic record about each medication be provided as part of the provision of medication. Direct that nurses, pharmacists and medical doctors that train, approve, and supervise designated unlicensed persons shall be protected against tort liability. Requested by Department of Disabilities and Special Needs.
- 36.16 ADD** (Beaufort DSN Facility) **WMC:** ADD new proviso to authorize the department to retain the full amount of proceeds from the sale of the local DSN Board of Beaufort County property. Direct that funds from the sale must be used to purchase new property for the local DSN Board that better meets the needs of those served. Authorize unexpended funds to be carried forward and used for the same purpose. Direct the department to provide a status report to the Beaufort County Legislative Delegation by June 30, 2018 that details the retention of any sale proceeds and/or expenditures of the funds.

SECTION 38 - L040 - DEPARTMENT OF SOCIAL SERVICES

- 38.3 AMEND** (~~Foster Children~~ Burial Expenses) Directs that the expenditure of funds allocated for burials of foster children not exceed \$1,500 per burial.
WMC: AMEND proviso to include adults who are in DSS custody. Requested by Department of Social Services.

SCALE: 1/8" = 1'-0"

5X5
CMF

3X3
CMF

5X5
CMF

3X3
CMF

N 00°02'00" E 95.00'

14-00000-24

CHAIN LINK FENCE 14

1/2" ROD
SET

1 SITE PLAN
A101 SCALE: 1/8" = 1'-0"


1 SITE PLAN
A101 SCALE: 1/8" = 1'-0"

LOT 74
13,557.45 Sq. Feet
0.31 Acres

LOT 74
13,557.45 Sq. Feet
0.31 Acres

LOT 753

☐ RELEASED FOR CONSTRUCTION
☒ NOT FOR CONSTRUCTION



T. MICHAELS - ARCHITECT
PORT ROYAL, SC
843.252.2154

**NEW RESIDENCE:
608 CENTER DRIVE WEST
BEAUFORT, SOUTH CAROLINA**

[illegible]

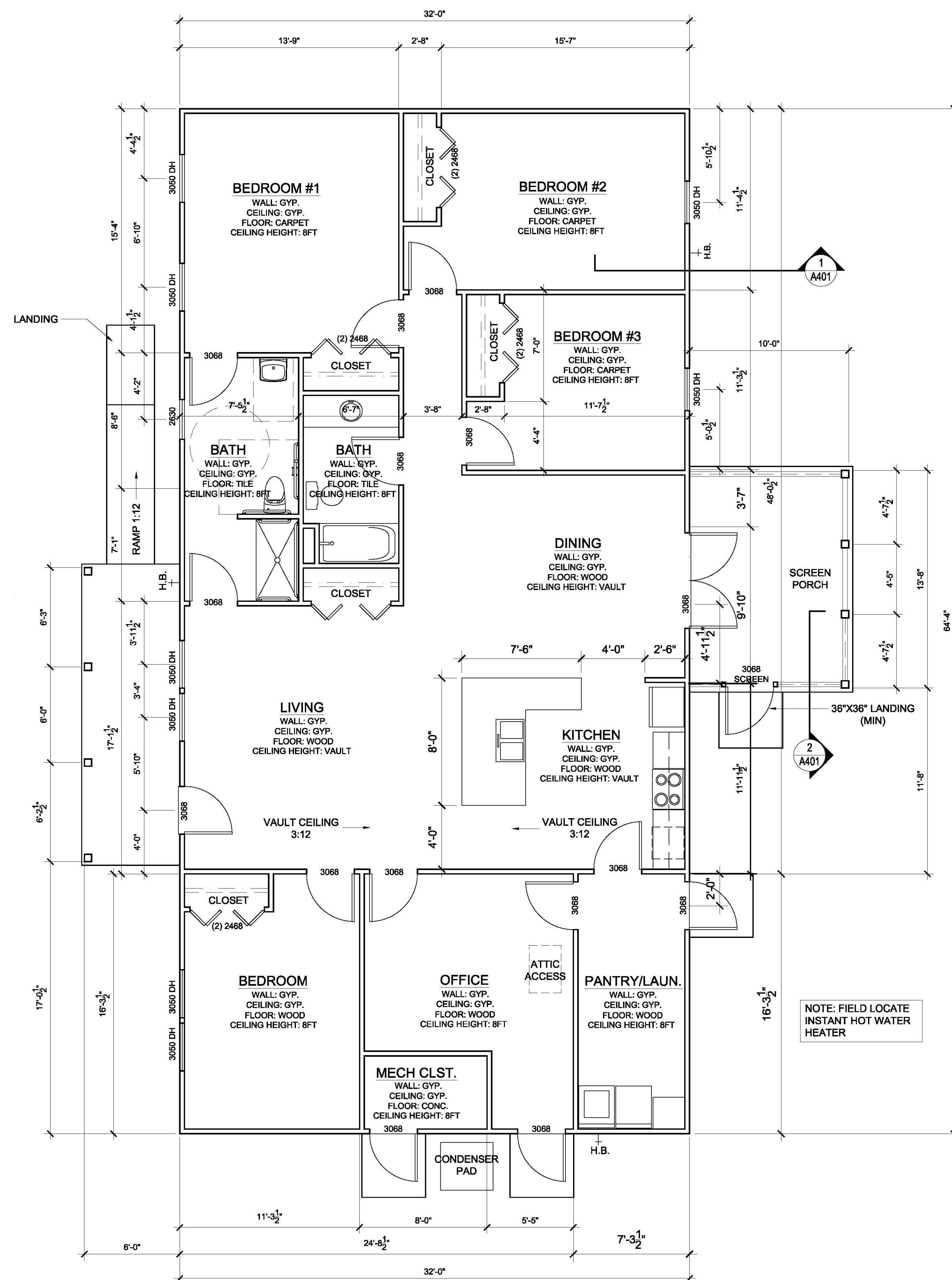
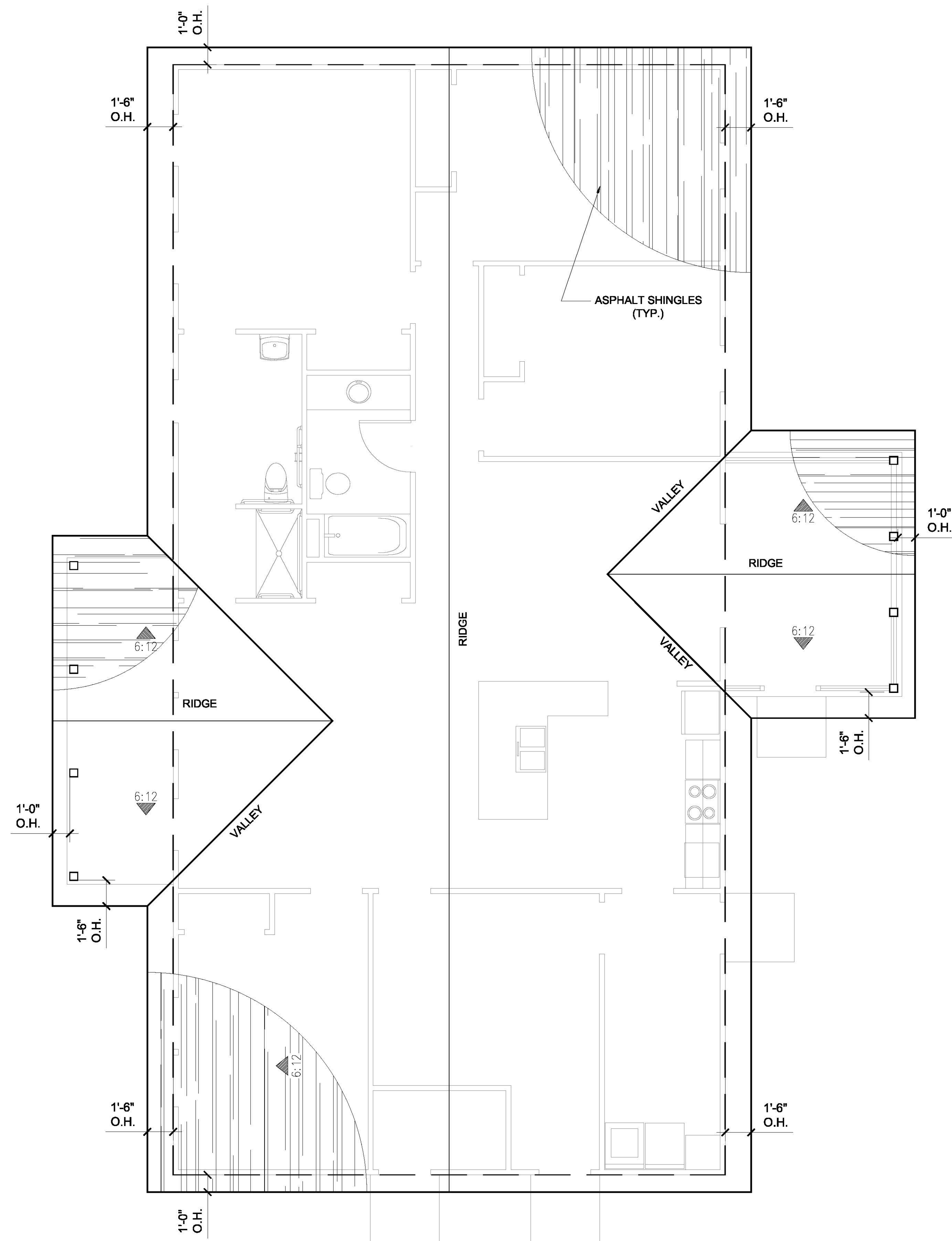
Sheet Title

SITE PLAN


Drawn By:	T. Michael
Chk'd By:	T. Michael
Project ID:	17-01

Sheet No.
A101

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T. MICHAELS - ARCHITECT
PORT ROYAL, SC
843.252.2454

**NEW RESIDENCE:
608 CENTER DRIVE WEST
BEAUFORT, SOUTH CAROLINA**

[illegible]

Sheet Title
FOUNDATION
/ FLOOR PLAN

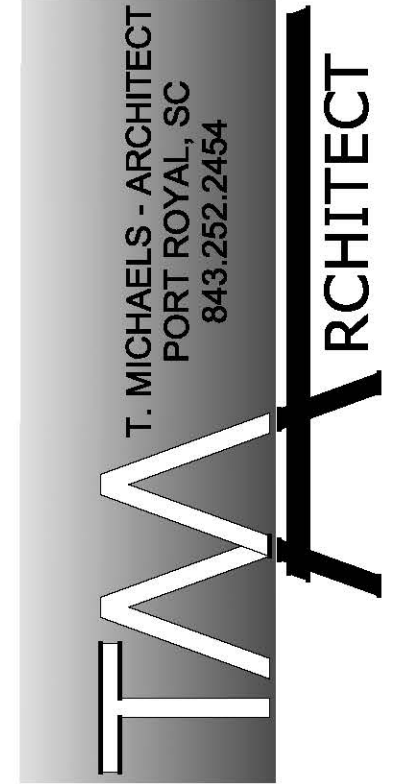
Drawn By:	T. Michael
Chk'd By:	T. Michael
Project ID:	17-01

Sheet No.
A201

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WALL FOOTING SCHEDULE	
MARK	DESCRIPTION
WF-1	16" WIDE x 22" DEEP TURNED DOWN FOOTING W/ (2) #5 CONTINUOUS BARS AT BOTTOM
WF-2	12" WIDE x 20" DEEP TURNED DOWN FOOTING W/ (2) #5 CONTINUOUS BARS AT BOTTOM

☐ RELEASED FOR CONSTRUCTION
☒ NOT FOR CONSTRUCTION



NEW RESIDENCE:
608 CENTER DRIVE WEST
BEAUFORT, SOUTH CAROLINA

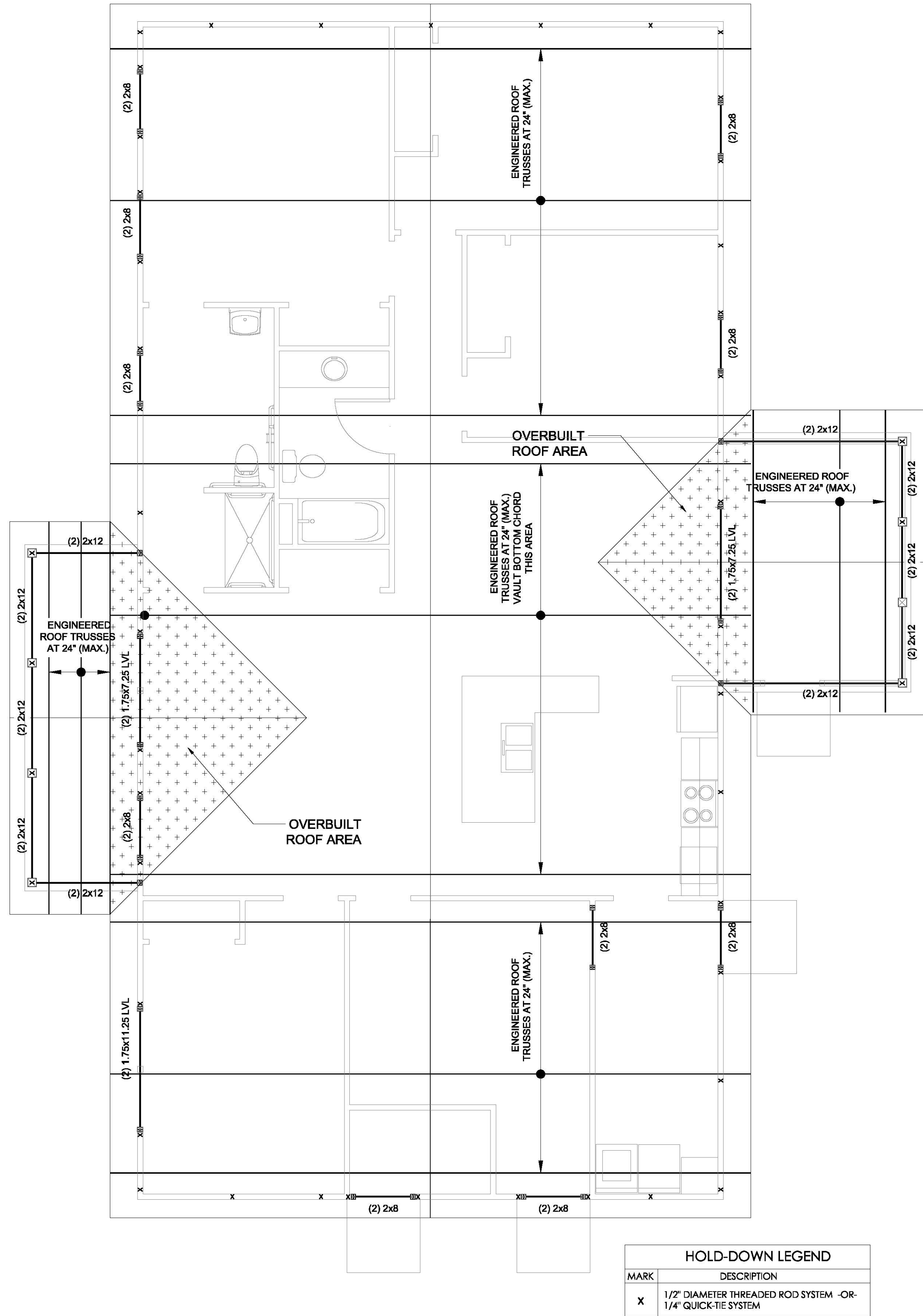
No.	Issue / Revision Description	Date

Sheet Title
ROOF PLAN /
ROOF
FRAMING
PLAN

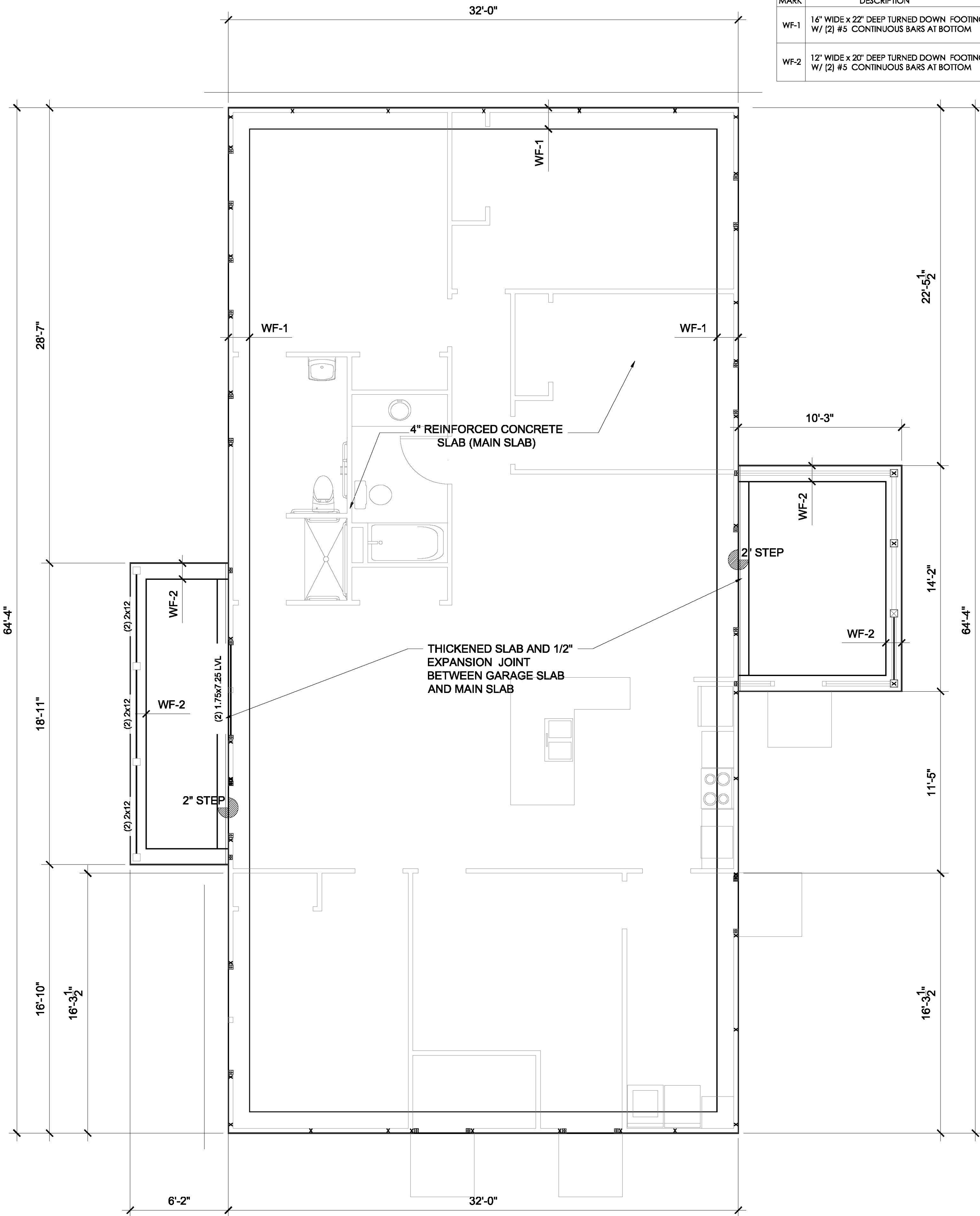
Drawn By: T. Michaels
Chk'd By: T. Michaels
Project ID: 17-013

Sheet No.
A202

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2 FOUNDATION PLAN
A201 SCALE: 1/4" = 1'-0"



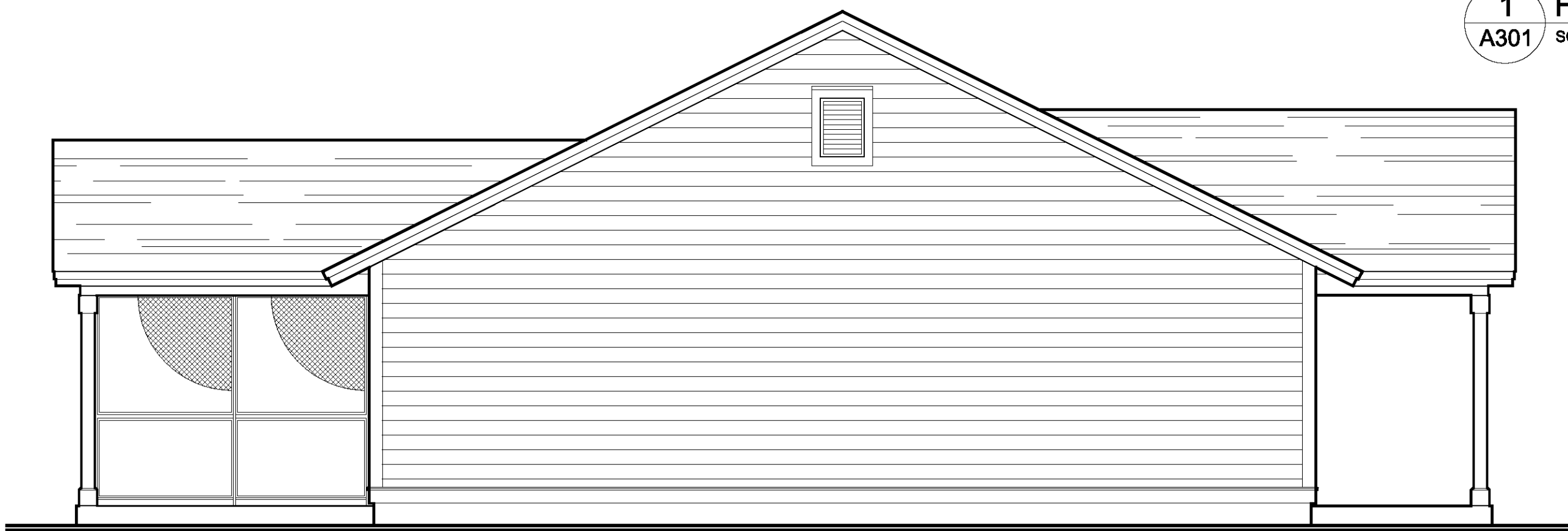
2 FOUNDATION PLAN
A201 SCALE: 1/4" = 1'-0"



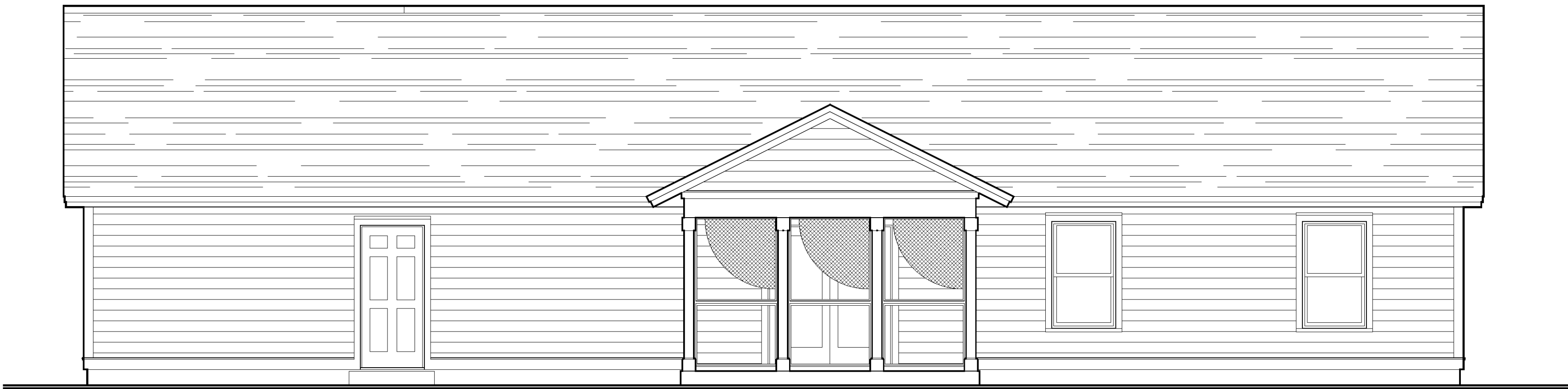
4 RIGHT ELEVATION
A301 SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION
A301 SCALE: 1/4" = 1'-0"

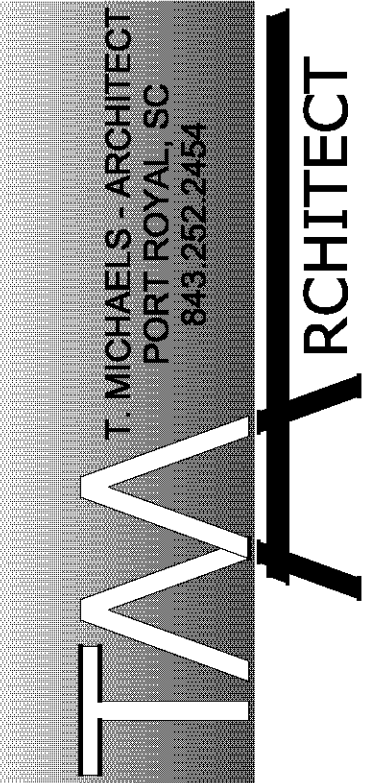


3 RIGHT ELEVATION
A301 SCALE: 1/4" = 1'-0"



2 REAR ELEVATION
A301 SCALE: 1/4" = 1'-0"

☐ RELEASED FOR CONSTRUCTION
☒ NOT FOR CONSTRUCTION



NEW RESIDENCE:
608 CENTER DRIVE WEST
BEAUFORT, SOUTH CAROLINA

No.	Issue / Revision Description	Date

Sheet Title
ELEVATIONS

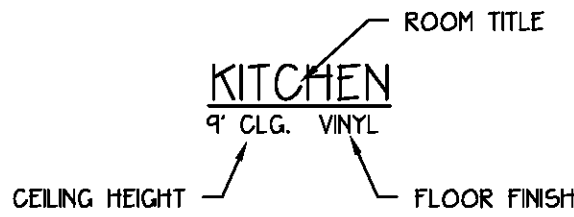
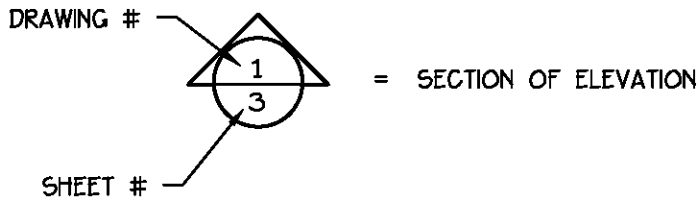
Drawn By: T. Michaels
Chk'd By: T. Michaels
Project ID: 17-013

Sheet No.
A301

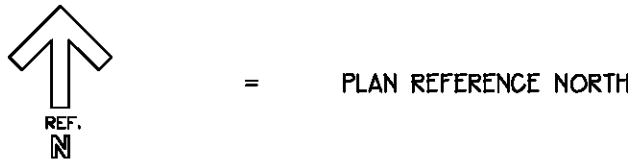
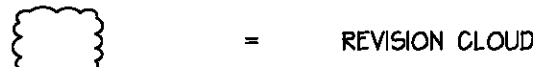
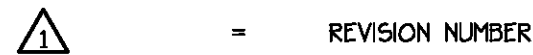
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SYMBOLS + KEYS

DOOR AND WINDOW SIZE KEY
2860 = 2'-8" WIDE x 6'-0" HIGH



1 DRAWING TITLE
DETAIL OR ELEVATION NUMBER



	SINGLE POLE SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	DIMMER SWITCH
	DUPLEX OUTLET
	WATER PROOF OUTLET
	GROUND FAULT OUTLET
	SPECIALTY OUTLET
	FLOOR OUTLET
	TELEPHONE JACK
	TELEVISION JACK
	VENT
	VENT W/ LIGHT
	SURFACE MOUNTED FIXTURE
	RECESSED FIXTURE
	WALL MOUNTED FIXTURE
	FLOOD LIGHT
	FLOURESCENT FIXTURE
	CEILING FAN
	STRIP LIGHTING
	CEILING BOX
	DOOR CHIME
	ELECTRICAL PANEL
	SMOKE ALARM



CONCEPTUAL RENDERING

DRAWING INDEX

- 0 COVER SHEET
- 1 FLOOR, ROOF + ELECTRICAL PLAN
- 2 FOUNDATION PLAN
- 3 DETAILS
- 4 ELEVATIONS
- SP1 SPECIFICATIONS
- SP2 SPECIFICATIONS
- SP3 SPECIFICATIONS

GENERAL INFO.

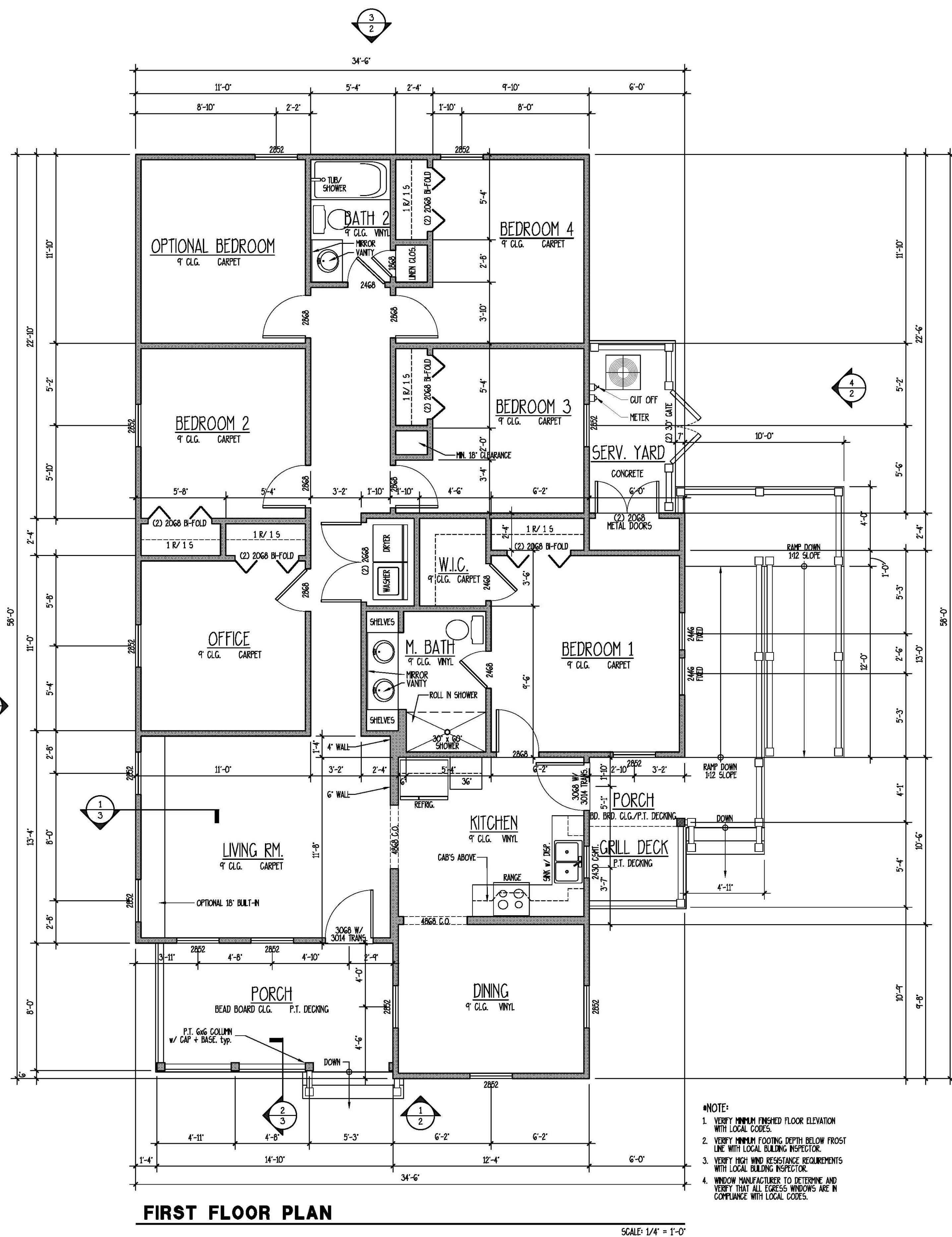
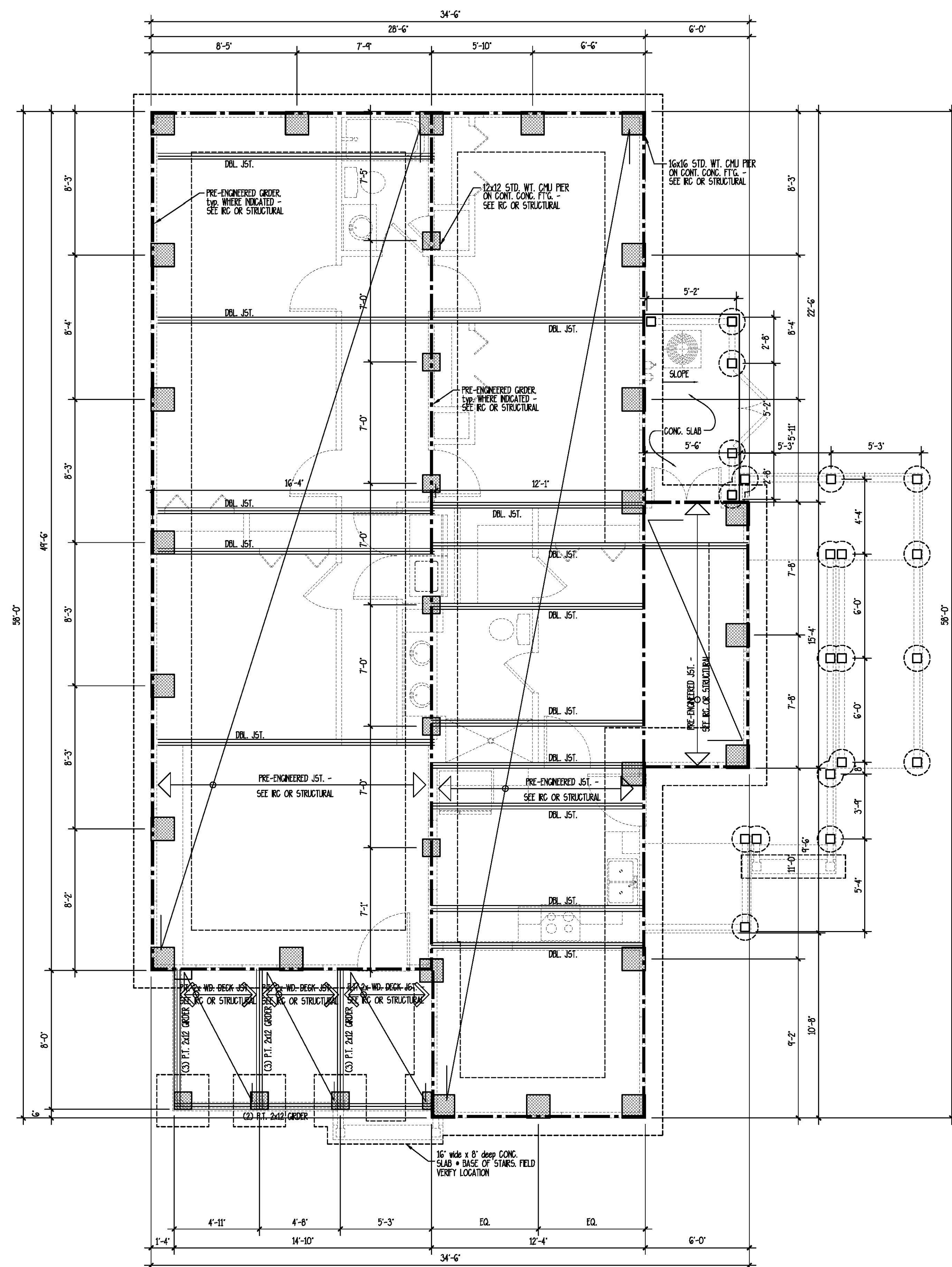
AREA CALCULATIONS	
FIRST FLOOR HEATED	1285 sq. ft.
COVERED PORCHES	147 sq. ft.
DECK	31 sq. ft.

DUKE STREET

DATE :	11/03/17
JOB NO. :	173334
DWN BY :	JC
DRAWING NAME :	Model C 4.dwg

ARA
ALLISON RAMSEY
Architects, Inc. creating sustainable timeless design
1003 Charles St.
Beaufort SC, 29902
(843) 986-0559
www.allisonramseyarchitect.com

THIS PLAN HAS BEEN PREPARED TO MEET TOP PROFESSIONAL STANDARDS AND PRACTICES. HOWEVER, BUILDING CODES AND ENVIRONMENTAL CONDITIONS VARY FOR DIFFERENT LOCATIONS. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN TO PERFORM THE FOLLOWING: -VERIFY ALL DIMENSIONS, ROOM TO PROCEEDING WITH CONSTRUCTION -VERIFY COMPLIANCE WITH ALL LOCAL CODES -PLANS INDICATE LOCATIONS ONLY, ENGINEERING ASPECTS SHOULD INCORPORATE ACTUAL SITE CONDITIONS. -PLANS ARE NOT PAID FOR. THESE SHOULD BE OBTAINED FROM A LOCAL ARCHITECT OR ENGINEER TO ENSURE COMPLIANCE WITH LOCAL CODES AND THAT EQUIPMENT IS SIZED CORRECTLY FOR YOUR PARTICULAR REGION AND CONDITIONS. -VERIFY ALL STRUCTURAL ELEMENTS WITH LOCAL ENGINEER AND/OR ARCHITECT.



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

***NOTE:**

1. VERIFY MINIMUM FINISHED FLOOR ELEVATION WITH LOCAL CODES.
2. VERIFY MINIMUM FOOTING DEPTH BELOW FROST LINE WITH LOCAL BUILDING INSPECTOR.
3. VERIFY HIGH WIND RESISTANCE REQUIREMENTS WITH LOCAL BUILDING INSPECTOR.
4. WINDOW MANUFACTURER TO DETERMINE AND VERIFY THAT ALL EGRESS WINDOWS ARE IN COMPLIANCE WITH LOCAL CODES.

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DATE: 11/03/17

JOB NO. : 173134

DOWN BY : JC

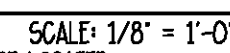
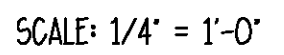
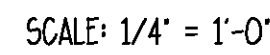
DRAWING NAME : 173134

THIS PLAN WAS PREPARED TO MEET TOP PROFESSIONAL STANDARDS AND PRACTICES. HOWEVER, BUILDING CODES AND ENVIRONMENTAL CONDITIONS VARY FOR DIFFERENT LOCATIONS. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN TO PERFORM THE FOLLOWING BEFORE BEGINNING CONSTRUCTION: ALISON BARNET ARCHITECT'S INC. ASSUMES NO LIABILITY FOR ANY HYPE CONTRIBUTED FROM THIS PLAN.

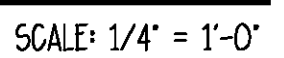
- HARRY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION
- VERIFY COMPLIANCE WITH ALL LOCAL CODES
- PLANS INDICATE LOCATIONS ON ALL LOCAL CODES
- ACTUAL SITE CONDITIONS
- HARRY ALL PLUMBING LOCATIONS ARE NOT INCLUDED THESE SHOULD BE OBTAINED FROM A LOCAL PLUMBING CONTRACTOR
- HARRY ALL ELECTRICAL LOCATIONS ARE NOT INCLUDED THESE SHOULD BE OBTAINED FROM A LOCAL ELECTRICAL CONTRACTOR
- HARRY ALL STRUCTURAL CONDITIONS WITH LOCAL PLUMBING AND/OR ELECTRICAL CONTRACTORS

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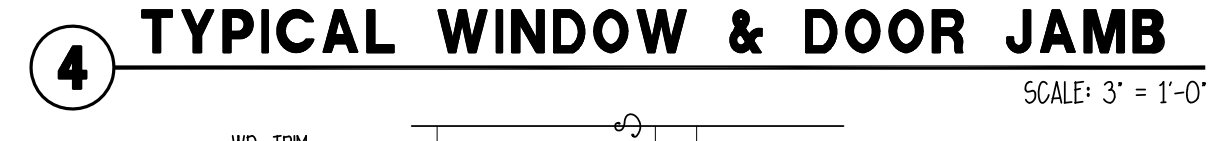
DUKE STREET
WRIGHTS POINT
BEAUFORT COUNTY, SOUTH CAROLINA



SCALE: $1/4" = 1'$



2

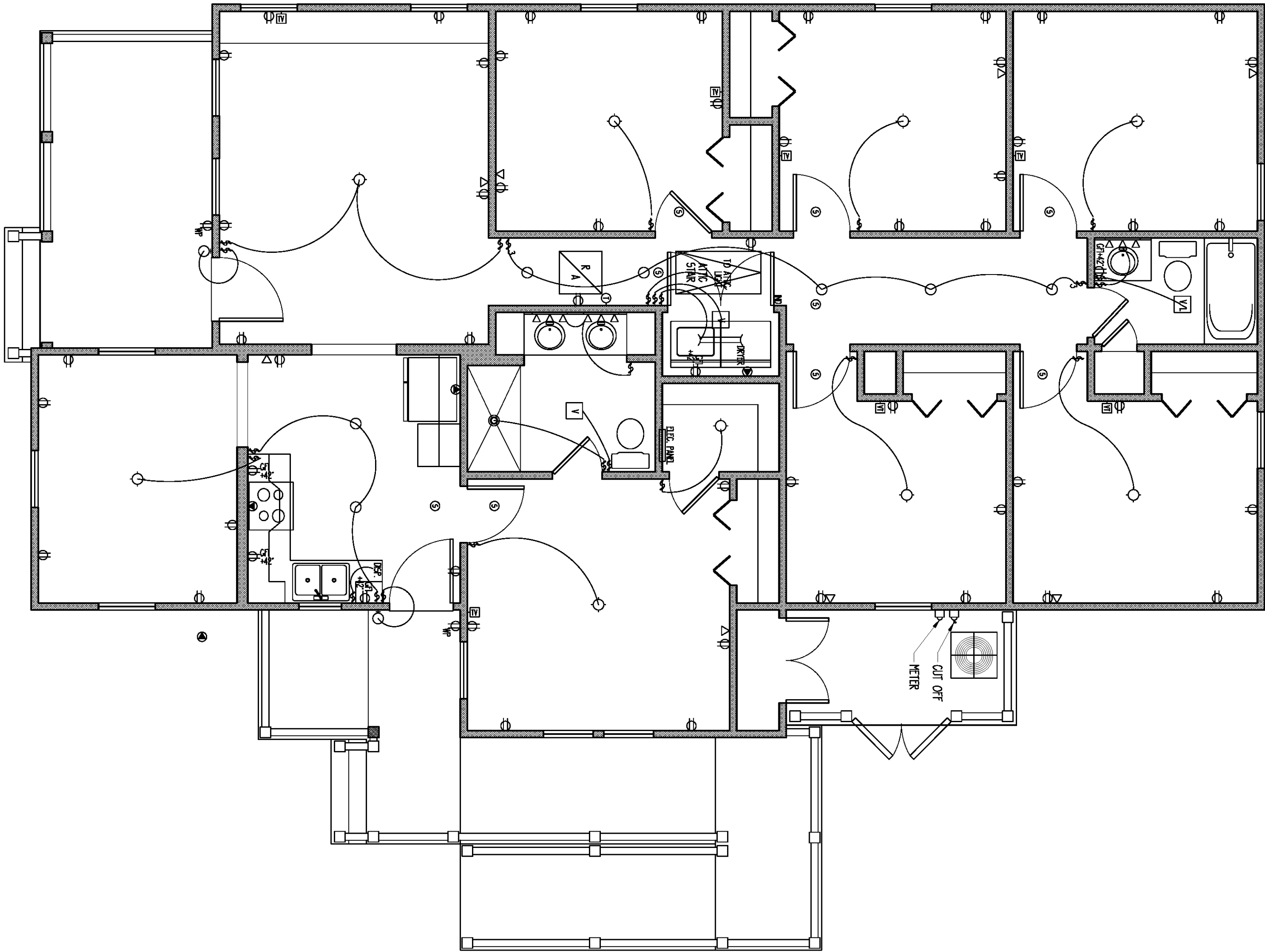


NOTE: ALL EXTERIOR WOOD TRIM AND DETAILING
TO BE PRESSURE TREATED PINE OR BETTER
OWNER/BUILDER TO SUBMIT MANUFACTURER'S CUT SHEET PRIOR TO CONSTRUCTION

7 EXTERIOR LIGHTING MOUNT DETAIL

SCALE: 1 1/2" = 1'-0"

	SINGLE POLE SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	DIMMER SWITCH
	DATA OUTLET
	WATER PROOF OUTLET
	GROUND FAULT OUTLET
	SPECIALTY OUTLET
	FLOOR OUTLET
	TELEPHONE JACK
	TELEVISION JACK
	VENT W/ LIGHT
	SURFACE MOUNTED FIXTURE
	RECESSED FIXTURE
	WALL MOUNTED FIXTURE
	FLOOD LIGHT
	FLOURESCENT FIXTURE
	CEILING FAN
	STRIP LIGHTING
	CEILING BOX
	DOOR CHIME
	ELECTRICAL PANEL
	SMOKE ALARM



FIRST FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

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4

DATE :	11/03/17
JOB NO. :	173134
DWN BY :	JC
DRAWING NAME :	173134

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- VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION
- VERIFY COMPLIANCE WITH ALL LOCAL CODES
- PLANS INDICATE LOCATIONS ONLY; ENGINEERING ASPECTS SHOULD INCORPORATE ACTUAL SITE CONDITIONS.
- HVAC & PLUMBING LAYOUTS ARE NOT INCLUDED. THESE SHOULD BE OBTAINED FROM A LOCAL MECH. CONTRACTOR OR ENGINEER TO ENSURE COMPLIANCE WITH LOCAL CODE AND THAT EQUIPMENT IS SIZED CORRECTLY FOR YOUR PARTICULAR REGION AND CONDITIONS.
- VERIFY ALL STRUCTURAL ELEMENTS WITH LOCAL ENGINEER AND/OR ARCHITECT.

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www.allisonramseyarchitect.com

DUKE STREET

WRIGHTS POINT
BEAUFORT COUNTY, SOUTH CAROLINA

CONTRACT SPECIFICATIONS

The following project specifications are intended as a minimum standard to be used in conjunction with the Contract Drawings.

Compliance with each of the following Specification sections is necessary where applicable or referenced by said drawings:

All work associated with the Contract Drawings shall be in conformance with the latest edition of the International Residential Code, (IRC) or other codes, applicable to the jurisdiction where the project shall be constructed. The Contractor shall refer to applicable sections of the IRC as referenced herein specifically Chapter 1, Administration.

-The "Green Recommendation" subheadings outline practices recommended to be followed for a greener method of construction. These recommendations are to be followed at the Builders discretion and do not imply any level of sustainability for the design. Refer to LEED for Homes Rating System (http://www.greenhomeguide.org/documents/leed_for_homes_rating_system.pdf) and ENERGY STAR Guidelines for Qualified New Homes (http://www.energystar.gov/index.cfm?c=ehdr_raters_raters_homes_guidelines) for more information. An asterisk (*) indicates this recommendation is a mandatory pre-requisite for the LEED for Homes Rating System. The @Green Recommended Manufacturers (and Products)* subheadings outline some examples of Green products and are listed according to www.buildinggreen.com, www.greenhomeguide.org, and other sources.

DIVISION I GENERAL CONDITIONS

ARCHITECTURAL DRAWINGS AND SPECIFICATIONS, ERRORS AND OMISSIONS

a. The Contractor shall notify the Architect in writing of any errors, discrepancies, or omissions in the Contract Documents.

b. The Contractor shall be held responsible for the results of any errors, discrepancies, or omissions which the Contractor failed

to notify the Architect of before construction and/or fabrication of the work.

SPECIFICATION AND DRAWINGS EXPLANATION: For convenience of reference and to facilitate the letting of contracts and subcontracts, these specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect an arbiter to establish limits to contracts between the Contractor and Subcontractor.

SUBSTITUTION: The Contractor shall submit manufacturers literature and test data for the Owner's approval, for materials or equipment which the Contractor represents as "equal" to that specified and intends to incorporate into the work. Substitution of materials, systems, or manufacturers from those specified herein by the Contractor without prior written approval from the Owner or Architect is forbidden and shall be at the sole risk of the Contractor.

TRUSS DRAWINGS: A complete set of truss drawings certified in accordance with local authority shall be delivered to the architect.

Refer to the Engineer's calculations for any questions regarding lumber grades, beam and header sizes, footing and shear requirements.

NO deviations from the structural details shall be made without the written approval of the Structural Engineer.

Approval by city/county inspector does not constitute authority to deviate from the plans or specifications.

Subcontractor shall notify Contractor, and Contractor shall notify Architect of any errors, omissions, or discrepancies in the plans and/or specifications, so Architect can rectify corrections or omissions prior to commencement of construction. The Contractor and Subcontractor shall verify all dimensions and job conditions at the job site prior to commencing work. All work shall be done in compliance with local codes or IRC.

DO NOT SCALE DRAWINGS.

All workmanship shall be of the highest quality and is subject to inspections by the building department, local authorities, lending institutions, Architect or Owner.

Any one, or all of the above mentioned inspectors may inspect workmanship at any time. Any work identified as non-compliant with construction documents shall be removed and reworked, repaired, or replaced, at the discretion of the Owner or Owners Agent.

The Jobsite shall be maintained in a clean and organized manner. All Tradesman involved in the work shall be responsible for daily housekeeping and removing from the job site all trash and debris. The jobsite shall be completely clean and organized at the end of each weeks work.

It is the responsibility of each subcontractor to cooperate fully with the Job Superintendents in protecting all work through the entire course of construction. Each subcontractor shall be responsible for promptly notifying Job Superintendent of any damage existing prior to the start of their work.

ALLOWANCES

Definitions and Explanations: Allowances for certain categories of work specified herein are provided for the purpose of enabling and expediting contract pricing. A final Schedule of Allowance for materials, labor, equipment, and finishes customarily selected by the owner shall be submitted for verification and acceptance by the owner prior to commencement of the contract work.

Adjustments to the contract (up or down) due to owners selections will be issued by change order.

Allowances include but are not limited to lump sum allowances and unit cost allowances.

Selection and Purchase: At earliest feasible date after award of contract, advise Owner at schedule date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.

The Contractor shall obtain and submit cost proposals for work represented by each allowance for use in making final selections.

Purchase products and systems as specifically selected (in writing) by the Owner.

Unit-cost allowances: Submit a substantiated survey of quantities of materials, as shown in the "Schedule of Values," revised where necessary, and corresponding with change order quantities.

Each change order amount for unit-cost type allowances shall be based solely on the difference between the actual unit purchase amount and the unit allowance, multiplied by the final measure or count of work-in-place, with customary allowances, where applicable, for cutting wastes, tolerances, mixing wastes, normal product imperfections and similar margins.

The Owner reserves the right to establish the actual quantity of work-in-place by an independent quantity survey, measure or count.

Schedule of Allowances		
Description	Remarks	Allowance
Appliances: Range	Allowance includes Conds. Cut-off valves and fittings required	\$
Cook-top	for complete installation. Rough-in Labor + Installation costs	\$
Oven	included in Contractor's Base Bid.	\$
Microwave	"	\$
Refrigerator	"	\$
Dishwasher	"	\$
Washer	"	\$
Dryer	"	\$
Water Heater	"	\$
Other	"	\$
Appliance Total Allowance	"	\$
Cabinets: Kitchen	Allowance includes the cost of: Installation Labor for:	\$
Counter Tops	Cabinets + Counter Tops, Cabinet Hardware, Pkls. + Nails.	\$
Bath	"	\$
Counter Tops	"	\$
Bath	"	\$
Counter Tops	"	\$
Cabinet Total Allowance	"	\$
Flooring: Carpet	Allowance includes the cost of materials and Labor installed.	\$
Vinyl	"	\$
Wood	"	\$
Ceramic Tile	"	\$
Flooring Total Allowance	"	\$
Hardware: Door Hardware	Allowance includes the cost of material only. Costs of	\$
Bath Accessories	Installation Labor included in Contractor's Base Bid.	\$
Exterior Doors	Allowance includes the cost of material only. Costs of	\$
Interior Doors	Installation Labor included in Contractor's Base Bid.	\$
Windows	"	\$
Light Fixtures	Allowance includes the cost of material only. Costs of	\$
Finishing Fixtures	Installation Labor included in Contractor's Base Bid.	\$
Landscaping	Lump Sum Labor + Material	\$

CONSTRUCTION PRACTICES

-Green Recommendation:
*Investigate and document options for the project's diversion of waste, including construction waste as well as cardboard packaging and household recyclables.
*Document the diversion rate of the construction waste and record the waste of the land clearing separate from the new construction.
Reduce construction waste and/or increase waste diversion to be below the industry norm: generate 25 lbs or less of net waste per square foot of conditioned floor area, increase waste diversion by diverting 25% or more of the total materials taken off the construction site from landfills and incinerators.

HOMEOWNER EDUCATION

-Green Recommendation:
*Provide the home occupants with proper training about the operations and maintenance of the home's "green" features and equipment. Provide a 1-hour walkthrough with homeowner and an OAH (Operations and Manual) to the homeowner including all documents and instructions related to the @Green® equipment and systems.

DIVISION 3 CONCRETE

-Green Recommendation:
Recyclability: Concrete to have maximum recycled content allowed per structural specifications.
Local Materials: Use local products when possible (extracted, processed and manufactured within 500 miles of the project).
Reduce emissions: Use 30% fly ash or slag as allowed per structural specifications.

Concrete intended for structural foundations shall comply w/ Sec. R402.2 and other applicable provisions of the IRC, Codes and Standards: ACI 301 "Specifications for Structural Concrete Buildings," ACI 308, "Building Code Requirements for Reinforced Concrete." Comply with applicable provisions for highest quality except as otherwise indicated.

All load bearing footings shall be placed on level, undisturbed soil to depth shown on drawings and in no case, less than the frost depth. Prior to placing footings or slabs, the Contractor shall insure that all forms and trenches are free of debris and all embedded items are in place, securely attached. This includes the work of others. Maintain 6" minimum clearance between all wood and finish grade.

Materials:

Cement shall conform to ASTM C-150.

Ready mixed concrete shall be mixed and delivered in accordance to ASTM C-94, 3000 PSI.

Aggregates shall conform to ASTM C-33 for normal-weight concrete and ASTM C-33 for lightweight concrete.

Waterstops: Flat dumbbell or centerbulb type, size to suit joints of either rubber (CRD C-515) or PVC (CRD C 512).

Moisture Barrier: Clear 6-mils thick polyethylene or 1/8" thick asphaltic core polyethylene-coated paper membrane sheet of the largest size practical in order to minimize joints.

Membrane-forming Curing Compound: ASTM C309, Type I.

Reinforcing Bars: ASTM A 615, grade 60.

Welded Wire Fabric: comply with ASTM A 185.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing. In cold weather comply with ACI 306, in hot weather comply with ACI 305.

FLATNESS: Concrete floor slab flatness shall not deviate from level to 1/8" in 10 feet, maximum. Provide a smooth trowel finish for concrete floor and wall surfaces that are to be covered with a coating or covering material applied directly to concrete. Remove fins and projections, patch or remove defective areas as directed by the Owner or Architect.

Apply trowel finish to monolithic slab surfaces that are exposed to view or are to be covered with resilient flooring, paint, or other thin coating. Consolidate concrete surfaces by finish troweling, free of brovel marks, uniform in texture and appearance.

Curing: Begin initial curing as soon as free water has disappeared from exposed surface. Where possible, keep continuously moist for not less than 72 hours.

Joints: Provide construction, isolation and control joints as indicated or required to minimize differential settlement and random cracking. Saw-cut control joints as soon as concrete has hardened sufficiently to support cutting operation and no later than 8-12 hours after placement.

SECTION 05 45 00 - PRECAST CONCRETE - CAST STONE

-Green Recommendation:
Recyclability: Concrete to have maximum recycled content allowed per structural specifications.
Local Materials: Use local products when possible (extracted, processed and manufactured within 500 miles of the project).
Reduce emissions: Use 30% fly ash or slag as allowed per structural specifications.

Specifications: Comply with recommended practices and procedures of Prestressed Concrete Institute (PCI) MNL - 116 and MNL - 117, and as herein specified.

Submit samples approximately 12" x 12" x 2" to illustrate quality, texture, and color of other than as-cast surface finishes.

Concrete Materials:

Portland Cement: ASTM C 150, Type as required.

Aggregates: ASTM C 33.

Air-Entraining Admixture: ASTM C 260.

Water-Reducing Admixture ASTM C 494.

Compressive strength not less than 5000 psi at 28 days. Total air content not less than 4% or more than 6%.

Fabrication: Fabricate precast concrete units complying with PCI MNL-116 for structural units and MNL-117 for architectural finished exposed units, including dimensional tolerances.

Manufacturers:

-Green Recommended Manufacturers and Products:
Perform All, LLC, Perform Mail Panel System

DIVISION 4 MASONRY

-Green Recommendation:
Recyclability: Use recycled bricks when possible.
Local Materials: Use local products when possible (extracted, processed and manufactured within 500 miles of the project).

General: Assemblies of masonry units shall comply w/ the provisions provided in Chapter's 4, 6 and 10 of the IRC.

Standards: Comply with the recommendation of Brick Institutes or America (BIA) and National Concrete Masonry Association (NCMA).

Provide solid, uncured or unfrogged units with all exposed surfaces finished for sills, breads, caps, and similar applications exposing surfaces otherwise concealed from view.

Facing bricks: ASTM C 216, Grade SK, to match owner's sample.

Concrete Masonry Units (CMU): provide units of the dimensions indicated on drawings conforming to ASTM 90.

Roughen and clean concrete bearing surfaces for the placement of the first course.

Committibul Material: Premixed Type M colored mortar of formulation required to produce color indicated.

Ties and Anchoring Devices: Hot-dip galvanized steel sheet. Carbon steel hot-dip galvanized after fabrication to comply with ASTM A 153, Class B.

Joint Reinforcement: Galvanized brass type welded-wire units prefabricated with 0.1875" diameter deformed continuous side rods and plain cross rods into straight lengths not less than 10" and of widths to fit wall thickness indicated, with prefabricated corner and tee units.

Masonry Veneer Anchors: Two piece assemblies consisting of 0.1875" diameter wire tie section and 0.046" thick steel anchor section with latter incorporating strap as manufactured by Dur-O-Wall, Inc. (or equal).

Masonry Wire Ties 3/16" cold-drawn steel wire, with 15 oz. hot-dip zinc coating.

Asphalt-Coated Copper Flashing: 5 oz. sheet copper, coated with flexible fluorated asphalt.

Weepholes: Cotton sash of length required to produce 2" exposure on exterior and 18" in cavity between wythes.

Extruded Polystyrene Board Insulation: ASTM C 578, Type IV, with closed cells and integral high density skin, formed by expansion of polystyrene base resin in a extrusion process.

Workmanship: Install masonry units in the bond pattern indicated, or if none is indicated, in running bond. Avoid the use (by proper layout) of less-than-half-size units. Hold uniform joint sizes as indicated, or if not indicated, hold joint sizes to suit modular of masonry units.

C/S Joints flush and tool slightly concave, unless otherwise indicated.

Keep cavities clean of mortar droppings, and install ties spaced 16" vertically and 24" horizontally. Provide weep holes spaced 24" apart at the bottom of (and at ledges in) cavities.

Install board insulation of thickness indicated in cavity wall with boards pressed firmly and adhesively applied against inside wythes of masonry. Fit board between wall ties and with edges butted tightly.

Reinforce horizontal joints with continuous masonry joint reinforcement, spaced 16" vertically. Install reinforcement 8" immediately above and below opening for a distance of 2' beyond joints of opening. Do not bridge control and expansion joints in the wall system.

Provide control and expansion joints at locations shown or as approved by the Architect.

Protect adjacent work and keep clean of mortar, debris, and other damaging conditions. Install approved flashing under copings, sills, through wall at counter flashing locations, and above elements of structural support for masonry.

Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling backfill and other harmful elements.

Cleaning: Dry-brush masonry work at end of each day's work. After mortar is thoroughly set and cured, clean masonry by bucket and brush hand cleaning method described in BIA "Technical Note No. 20 Revised" using detergent cleaner.

Manufacturers:

-Green Recommended Manufacturers and Products:
Apex Block, Apex Block
Trenthigh Industries, Verastone Premium Recycled Grand Face CMU

SECTION 04 42 00 - EXTERIOR STONE CLADDING

-Green Recommendation:
Recyclability: Use reclaimed stone.
Local Materials: Use local products when possible (extracted, processed and manufactured within 500 miles of the project).

Standards: Comply with industry recommendation of stone production and fabrication standards for the type of stone selected. Provide sample panels of erected stonework, built at site, using proposed stone, anchors, and jointing, one panel for each type of stone and installation. Obtain stone from one quarry with consistent color range and texture. Stone type and color to match Owner's sample.

Mortar: Type M, ASTM C 210, Proportion Specification. For colored pointing mortar, use ground marble, granite or other sound stone to match Owner's sample.

Anchors: For anchoring into concrete, cadmium-plated or hot-dip galvanized, for anchoring into stone, Type 302/304 stainless steel.

Type, size, and load capacity as shown or required.

Asphalt-Coated Copper Flashing: 5 oz. sheet copper, coated with flexible fluorated asphalt.

Clean stone

work not less than 6 days after placement with clean water and stiff-bristle brushes.

DIVISION 5 METALS

-Green Recommendation:
Environmentally Preferable Products:
Use local products when possible (extracted, processed and manufactured within 500 miles of project).
Use products with low emissions.
Use recycled or reclaimed products.

SECTION 05 40 00

Material Standards: Provide and install structural steel in accordance w/ AISI "Code of Standard Practice for Steel Buildings and Bridges," AISI "Specifications for the Design, Fabrication, and Erections of Structural Steel for Buildings" including "Commentary," AISI "Structural Welding Code," and provisions of Chapter 3 of the IRC.

Structural steel and misc. iron shall conform to ASTM A-36.

Bolts, nuts and screws shall conform to ASTM A307 Grade A. Welding rods shall conform to AWS for intended use.

Welding or heat bending of reinf. steel shall not be allowed without written consent of Architect, conform to AWS D12-I.

Fabrication: Comply with AISI "Specifications" and with AWS Code for procedures, appearance, and quality of welds.

Steel plates shall conform to ASTM A-282 Grade A. Steel tubing shall conform to ASTM A-501.

Reinforcing steel shall conform to ASTM A-615, Grade 40 for sizes up to #3. Grade 60 for sizes #4 or larger.

Welded fabric (WVF) shall conform to ASTM A-185, latest revision. Smooth wire fabric shall conform to ASTM A-85, yield strength 60 ksi.

All bars in masonry shall be lapped with a minimum of 40 bar diameters at all splices unless noted otherwise.

All bars in concrete shall be lapped a minimum of 36 bar diameters at all splices unless noted otherwise with a larger dimension.

Splices of horizontal rebar in walls and footings shall be staggered 4'-0" unless noted otherwise.

Dowels for walls and columns shall be the same size and spacing as the wall/column reinforcing unless noted otherwise.

SECTION 05 73 00 - DECORATIVE METAL RAILINGS

General: Provide and install handrails, railings, and guards as shown on drawings and in accordance w/ Sec. R311 and Sec. R312 of the IRC.

Porches, balconies or raised floor surfaces located more than 30 inches above the floor or grade below shall have guards not less than 36 inches in height.

Handrails shall be provided on at least on side of each continuous run of treads or flight w/ four or more risers.

Structural Performance of Handrails and Railing Systems: Provide handrails and railing systems capable of withstanding a concentrated load of 200 lbs applied at any point and a uniform load of 50 lbs per lin. ft.

Infill Area of Guardrail Systems: Horizontal concentrated load of 200 lbs applied to one sq. ft. at any point in the system including panels, intermediate rails balusters, and other elements composing the Infill area.

DIVISION 6 WOOD, PLASTICS, AND COMPOSITES

-Green Recommendation:
Material Efficient Framing:
*Limit the overall estimated waste factor to 10% or less. Waste factor is the percentage of framing materials ordered in excess of the estimated material needed for construction.
Use any of the following framing measures to reduce waste: pre-cut framing packages, open-web I-joist trusses, structural insulated panels (SIP) walls, SIP roof, SIP floor, stud, joist and rafter spacing greater than 16" o.c., where possible and allowed by the IRC, size headers for actual loads, use ladder blocking or drywall clips, use 2-stud corners).
Environmentally Preferable Products:
*Limit use of tropical wood but use only FSC-certified wood with proper documentation.
Use local products when possible (extracted, processed and manufactured within 500 miles of project).
Use products with low emissions.
Use recycled or reclaimed products.

SECTION 06 10 00- ROUGH CARPENTRY

General: Buildings and structures constructed in flood hazard areas as established in Table R301.2.(1) shall be designed and constructed in accordance w/ the provisions contained in Sec. R323 of the IRC.

Materials: Building materials used below the design flood elevation shall comply w/ Sec. R323.11 of the IRC.

Load-bearing dimension lumber for joists, beams, studs, and girders shall be identified by a grade mark in accordance w/ Sec. R502 of the IRC.

Provide seasoned lumber with 14 percent moisture content at time of dressing and shipment for sizes 2" or less in thickness.

For exposed lumber, apply grade stamps to ends of back of each piece or omit grade stamps entirely and issue certificate of grade compliance.

Dimension lumber: Provided lumber of the following product classification in grade and species indicated:

Light-framing: (2'-4" thick, 2'-4" wide). Construction grade. Southern Pine graded under SPIB rules.

Studs (2'-4" thick, 2'-6" wide, 10' and shorter), "Stud" or No. 3 Structural Light Framing grade, any species graded under NWFA, NCLIB, SPIB or NLGA rules.

Structural Light Framing: 2'-4" thick, 2'-4" wide). No. 1 Southern Pine graded under SPIB rules.

Structural Joists and Flanks (2'-4" thick, 3" and wider): Any species and grade complying with requirements for allowable unit stresses.

Fb (minimum extreme fiber stress bending): 1250 psi.

E (minimum modulus of elasticity): 1,600,000 psi.

Fv (horizontal shear): 100 psi.

Exposed Framing Lumber: Verify that material intended for use in exposed finish locations meets species and grade requirements for compliance with "Appearance" grade requirements of AISC National Grading Rule.

Posts, Beams and Timbers (3" and thicker): No. 1 grade Hem-Fir rules or No. 2 grade Southern Pine graded under SPIB rules.

Glued laminated timber (Glulam): Comply with ANSI/ATG A 190 "Structural Glued Laminated Timber"

Combination Sub Floor Underlayment: 3/4" APA RATED STURD-I-FLOOR, T&G if not otherwise indicated.

Subflooring: 3/4" T&G, APA RATED SHEATHING.

Nail Sheathing: 1/2" APA RATED SHEATHING.

Roof Sheathing: 1/2" APA RATED SHEATHING.

Flywood Underlayment for Resilient tile: 5/8" APA UNDERLAYMENT EXT with fully sanded face.

Construction Panel Underlayment for Ceramic Tile: 3/4" APA RATED STURD-I-FLOOR EXP 1 for underlayment.

Fasteners and Anchors: Provide metal hangers and framing anchors of size and type recommended for intended use by manufacturer.

Hot-dip galvanized fasteners and anchorages for work exposed to weather, in ground contact and high relative humidity to comply with ASTM A 153.

Building paper: 15 lb/sf asphalt saturated felt, ASTM D 226.

Sill Sealer Gasket: Glass fiber resilient insulation fabricated in strip form for use as a sill sealer, 1" nominal thickness compressible to 1/32", in rolls of 50' or 100' in length.

Preservative: pressure treat lumber and plywood with water-borne preservatives to comply with ANFA C2 and C9, respectively and with requirements indicated below:

Wood for Ground Contact Use: ANFSP LP-22.

Wood for Above-Ground Use: ANFSP LP-2.

Treat coats, nailers, blocking, stripping and similar items in conjunction with roofing, flashing, vapor barriers, and water proofing.

Treat sills, sleepers, blocking, hurring, stripping and similar items in direct contact with masonry or concrete.

Install rough carpentry work to comply with "Manual of House Framing" by National Forest Products Assoc. (NFPA) and with recommendations of American Plywood Association (APA), unless otherwise indicated.

For sheathing, underlayment and other products not covered in above standards, comply with recommendations of manufacturer of product involved for use intended. Set carpentry work to required levels and lines, with members plumb and true and cut to fit.

Provide wood framing members of size and spacing indicated. Do not splice structural members between supports.

Firestop concealed spaces with wood blocking not less than 2" thick (nom.), if not blocked by other framing members.

Fasten structural wood panel products as follows:

Combination Subflooring underlayment and subflooring:

Glue-nail to framing.

Sheathing: Nail to framing.

Underlayment: Glue and nail to framing.

Air Filtration Barrier: Cover wall sheathing with vapor permeable, water-resistant fabric composed of polyethylene fibers, 61 mils thick. (Tyvek or equal) in compliance with manufacturer's printed directions.

SECTION 06 11 00 - SHOP-FABRICATED STRUCTURAL WOOD

Truss design drawings: Truss design drawings, prepared in conformance w/ Sec. R802.10 of the IRC, shall be provided to the building official and approved prior to installation. Truss design drawings shall include the information specified in Sec. R802.10.I of the IRC.

Bracing: Trusses shall be braced to prevent rotation and provide lateral stability in accordance w/ the requirements specified in the truss design drawings.

Alterations to truss: Truss members shall not be cut, notched, drilled, spliced or otherwise altered in any way without the approval of a registered design professional.

Standards: Comply with NFPA National Design Specification and with TPI standards including "Quality Standard for Metal Plate Connected Wood Trusses," Commentary and Recommendations for Handling and Erecting Wood Trusses", Commentary and Recommendations for Bracing Wood Trusses" and the following:

"Design Specification for Metal Plate Connected Wood Trusses."

"Design Specification for Metal Plate Connected Parallel Chord Wood Trusses."

Provide design of total truss system by a structural engineer licensed to practice in jurisdiction where trusses will be installed.

Steel roof truss: The design, quality assurance, installation, and testing of cold-formed steel trusses shall be in accordance w/ Sec. R804 of the IRC and the AISI Standard for Cold-formed Steel Framing-Truss Design (COP5/Truss).

SECTION 06 40 00 - EXTERIOR ARCHITECTURAL WOODWORK

Quality Standards: Comply with applicable requirements of "Architectural Woodwork Quality Standards" by AIA.

Softwood Lumber: Comply with PS 20 and applicable grading rules or respective grading and inspecting agency for species and product indicated. Fabricate to sizes and patterns indicated using seasoned lumber. Use pieces made from solid lumber for transparent finished work, and glued up or solid at Contractor's option for painted work.

Exterior Standing and Running Trim: Boards and worked lumber products complying with requirements indicated below including those of grading agency listed with species.

Species: Western Red Cedar: NWFA or NCLIB.

Grade: B & Btr - 1 & 2 Clear.

Texture: Surfaced (Smooth).

Exterior Door Frames: Grade - Premium.

Siding Board Type: Lumber milled to pattern and size indicated, complying with requirements indicated below including those of grading agency used with species:

Species: Western Red Cedar: NWFA or NCLIB.

Grade: A Grade VG.

Texture: Surfaced.

Exterior Miscellaneous Ornamental Items: Grade - Premium.

Install finish carpentry work plumb, level, true and straight with no distortions, Shim as required using concealed shims.

Scribe and cut finish carpentry items to fit adjoining work. Anchor finish carpentry work securely to supports and substrates using concealed fasteners and blind nailing where possible. Use fine finish nails for exposed nailing except as indicated, countersunk and filled flush with finish surface.

Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces from maximum length of lumber available. Cape at returns, miter at corners to produce tight fitting joints. Use scarf joints for end-to-end joints.

Beveled Siding: Attach to studs with non-corrosive siding nails of length to penetrate studs at minimum of 1-1/2" and to comply with siding manufacturer's recommendations.

Manufacturers:

-Green Recommended Manufacturers and Products: (per BuildingGreen.com)
Armetor Reclaimed Lumber Co., Reclaimed-Wood Lumber and Products
Industries Mabco, Inc., Certified FR Shingles

SECTION 06 40 23 - INTERIOR ARCHITECTURAL WOODWORK

AIA Quality Standard: Comply with applicable requirements of "Architectural Woodwork Quality Standard" by American Woodworkers Institute.

Samples: Submit finished samples of each wood species and profile indicated, for transparent finish, of each material indicated for opaque finish of each color, pattern, and type of plastic laminate and each type of cabinet hardware.

Species for Transparent Finish: Rift-sawn red oak.

Species for Opaque Finish: Any closed-grain hardwood listed in reference wood working Standard.

Hardwood Plywood: HFMA FE.

Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.

Interior Standing and Running Trim: Grade - Premium.

CABINETS AND COUNTER TOPS:

Allowances: See Division I for amount and procedures for purchase and payment (overtime or underrun). The costs of handling and installation are covered by the allowance.

Grain Matching: Run and match grain vertically for drawer fronts, doors, and fixed panels.

Comply with veneer and other matching requirements indicated for Blueprint matched paneling.

Laminate Glad Cabinets: Grade - Custom Flush overlay, High-pressure decorative laminate selected from laminate manufacturer's full range of standard colors, patterns, and finishes.

Concealed Cabinet Hardware: Provide cabinet hardware and accessory materials associated with architectural cabinets.

Comply with ANSI/BHMA A 156.9 "American National Standard for Cabinet Hardware."

Exposed Cabinet Hardware: See Section 01020 Allowances for exposed hardware.

Shop-apply prime/base coat to interior trim for opaque finish, in compliance with requirements indicated in section 09 painting. Transparent Finish for Open-Grain Woods: Provide the following shop applied finish in compliance with AIA "Architectural Woodwork Quality Standards."

Grade: Premium, AIA Finish System #3, Conversion varnish.

Staining: Match Owner's Sample

Install woodwork to comply with ANSI Section 100 for same grade specified in Part 2 of this section for type of woodwork involved.

Paneling: Anchor paneling to supporting substrate with concealed panel hanger clips. Blind nail back-up strips and similar associated trim and framing.

Manufacturers:

-Green Recommended Manufacturers: (per BuildingGreen.com)
Hundbult Healthy Building Solutions, Wheatcore Doors and Cabinets

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DATE: 10/16/12

JOB NO.: 1

DRAWN BY: JH

CHECKED BY: JH

DATE: 10/16/12

SP1

SECTION 04 91 00 - PAINTING

-Green Recommendation:
Materials: Use only architectural paints and coatings that meet the standards below:

Standards for Environmentally Preferable Paints and Coatings (source: Lead for Homes Requirements, Table 25)		
Component	Applicable Standard (VOC Content)	Reference
Paints, coatings, and primers applied to interior walls and ceilings	Flats: 50g/L Nonflats: 150g/L	Green Seal Standard GS-11, Paints, 1 st Edition, May 28, 1993
Anticorrosive and anti-rust paints applied to interior ferrous substrates	250g/L	Green Seal Standard GC-83, Anti-Corrosive Paints, 2 nd Edition, Jan. 7, 1997
Clear wood finishes	Varnish: 350g/L Lacquer: 550g/L 100g/L	South Coast Air Quality Management District Rule 1113, Architectural Coatings
Floor coatings		South Coast Air Quality Management District Rule 1113, Architectural Coatings
Sealers	Waterproofing: 250g/L Sanding: 275g/L All others: 200g/L	South Coast Air Quality Management District Rule 1113, Architectural Coatings
Shellacs	Clear: 730g/L Pigmented: 550g/L	South Coast Air Quality Management District Rule 1113, Architectural Coatings
Stains	250g/L	South Coast Air Quality Management District Rule 1113, Architectural Coatings

Surface preparation, prime and finish coats specified are in addition to shop-priming and surface treatments. Paint exposed surfaces whether or not colors are designated in 'schedules,' except where a surface or material is indicated not to be painted or is to remain natural. Where an item or surface is not mentioned, paint the same as similar adjacent materials or surfaces. Samples for verification purposes: Submit samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrates: define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture is achieved. Single Source Responsibility: Provide primers and undercoat paints produced by the same manufacturer as the finish coats. Final acceptance of colors will be from job applied samples. Material Quality: Provide the manufacturer's best quality paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable. Acceptable Manufacturers:

- Pittsburgh Paints
- Porter Paints
- Benjamin Moore Paints
- Duron Paints
- Sherwin-Williams Co.

-Green Recommended Manufacturers and Products:
Sherwin Williams Co, Harmony
Benjamin Moore, Pristine Eco Spec
Pittsburgh Paints, Pure Performance

Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected. Preparation: Remove hardware and accessories, plates, machined surfaces, lighting fixtures, and items in place that are not to be painted, or provided protection prior to surface preparation and painting. Remove items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting, reinstall items removed using workmen skilled in the trades involved. Clean surfaces before applying paint or surface treatments. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces. Surface Preparation: Clean and prepare surfaces to be painted in accordance with manufacturer's instructions for each particular substrate condition. Application: Apply paint in accordance with manufacturer's directions. Use applications and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Minimum Coating Thickness: Apply material at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer. Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color and appearance. Paint colors, surface treatments, and finishes are determined by the Owner if not otherwise indicated on the drawings.

DIVISION 10 SPECIALTIES

-Green Recommendation:
Environmentally Preferable Products:
Use local products when possible (extracted, processed and manufactured within 500 miles of project).
Use products with low emissions.
Use recycled or reclaimed products.

SECTION 10 20 14 -TUB AND SHOWER DOORS:

Shower enclosures (unless otherwise shown on the drawings). Provide aluminum-framed 3/16" tempered glass, or approved shatterproof laminated safety glass or plastic. Provide sliding panels with towel bars. All enclosures shall be minimum height of 6'-0" above finish floor.

DIVISION II EQUIPMENT

-Green Recommendation:
Install High-Efficiency Appliances that meet or exceed ENERGY STAR standards and have an ENERGY STAR label.
Use local products when possible (extracted, processed and manufactured within 500 miles of project).

Equipment Allowances: See Division I for amount and procedures for purchase and payment (overtime and underrun). The costs of handling and installation of Appliances are not covered by the allowances and shall be included in the base bid. General: Installation of appliances shall conform to the conditions of their listing and label and the manufacturer's installation instructions. See Mechanical System Requirements, Chapter 13, Sec. MSOT, APPLIANCE INSTALLATION of the IRC. Verify all rough-in dimensions for all built-in appliances. Residential equipment required is indicated on drawings. Include cords, valves, duct hoods, vents, as required for a complete installation.

DIVISION 12 FURNISHINGS

-Green Recommendation:
Environmentally Preferable Products:
Use local products when possible (extracted, processed and manufactured within 500 miles of project).
Use products with low emissions.
Use recycled or reclaimed products.

SECTION 12 30 30 - RESIDENTIAL CABINETS

Cabinet Allowances: See Division I for amount and procedures for purchased and payment (overtime or underrun). The costs of handling and installation including hardware and drawer pulls are covered by the allowance. Sizes, Shapes and Types: Provide the sizes and types of units as shown, complete with drawers, doors, shelves, compartments for appliances and fixtures, and special features as indicated. Installation: Anchor cabinet units securely in place with concealed (when doors and drawers are closed) fasteners, anchored into structural support members of wall construction. Comply with manufacturer's instructions and recommendations for support of units. Counter Tops: Attach counter tops securely to base units. Spline and glue joints in counter tops; provide concealed mechanical clamping of joint. Provide cut-outs for fixtures and appliances as indicated. Smooth cut edges and coat with waterproof coating or adhesive. Complete hardware installation and adjust doors and drawers for proper operation.

DIVISION 22 PLUMBING

Green Recommendation:
Environmentally Preferable Products:
Use local products when possible (extracted, processed and manufactured within 500 miles of project).
Water Reuse:
Design and install a rainwater harvesting and storage system for landscape irrigation or indoor water use. The storage system must be sized to hold all water from a 1" rain event.
Design and install a graywater reuse system with a tank or dosing basin for landscape irrigation use or indoor water use. Graywater can be collected from clothes washer, shower, faucets and other source. If available, utilize a municipal recycled water system.
Fixtures:
Use high efficiency fixtures and fittings:
Faucets: average flow rate must be ≤2.0 gpm (gallons per minute).
Showers: average flow rate must be ≤2.0 gpm (gallons per minute).
Toilets: average flow rate must be ≤1.3 gpm (gallons per minute) or meet ASME A112.19.4 requirements or meet the U.S. EPA WaterSense Spec.
Use dual flush toilets when possible.
Efficient Systems:
Design and install an energy-efficient hot water distribution system.
Insulate all hot water piping with R-4 insulation and ensure the 90 degree elbow bands are adequately insulated.
Design and install Energy-efficient Domestic Hot Water(DHW) Equipment .

Soil and Waste Piping: Shall be approved PVC extending 5'-0" beyond exterior wall. Vent piping shall be approved PVC. All vent piping penetrating roof shall be properly flashed with G.I. roof jacks and painted to match roof. Where possible, route all vents to rear side of ridges or to the least visible location. Clean-outs: Provide cleanout at 5'-0" o.c. at end of all branched section, at change of direction at base of all accessible traps and at all points necessary to remove obstructions. Clean-outs shall be set flush with walls, floors and or grades. Plumbing Fixtures and Equipment: Furnish all fixtures, complete with all compression stops, strainers, tailpieces, trim, etc. All exposed brass tubing supplies, cast brass traps, and waste pieces shall be polished chrome plated. Finish all piping through walls, floors or ceiling with chrome plated wall flanges or escutcheons. Hot and Cold Water Piping: Water piping shall be copper or approved equal. Tubing under or within concrete slab shall be type "K" tubing above slab shall be type L. No fittings shall occur under slab. Connections between copper and ferrous piping shall be made with dielectric or approved isolation fittings. Provide 150 psi hydrostatic test on all water piping system prior to covering. Gas Piping: Shall be installed in accordance w/ Chapter 24, Fuel Gas, IRC. Water Heaters: Provide temperature/pressure relief valve within 6' from top of heater and pipe to exterior of building using copper or steel piping (plastic not allowed). Water heaters shall be installed with minimum 6" unobstructed clearance at front and 2" at sides and rear. When installed in garage, place on raised platform 16" above finished floor. (Refer to heating Section for combustion air requirements.) Miscellaneous Plumbing Items: Washer sub-outs: Provide hot and cold water and drain at washer locations. Locate as required to conceal from view after appliance is installed. Hose Bibbs: Furnish and install as shown on the drawings. If not shown, provide minimum of 2 Hose Bibbs. Provide capped tees for lawn sprinkler connections. Install hose bibbs as tight to exterior wall as connections allow. Through penetrations: Piping penetrating fire-resistance-rated wall or floor assemblies shall comply w/ Sec. R317.3 of the IRC. Isolate hot and cold water lines from the framing with 1/4" thick felt, carpet padding, or equal. The wall cavity containing water piping or plastic waste and vent lines must be packed solid with open-faced insulation (sprayed-on cellulose okay). Common supply or waste line connections passing through sound separations are prohibited.

DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

-Green Recommendation:
General Design:
*Design and size HVAC equipment properly according to ACCA Manual J, the ASHRAE Handbook of Fundamentals or equivalent procedure. HVAC equipment must meet the ENERGY STAR for Homes National Builder Option Package outlined in table below. Install certified and labeled ENERGY STAR programmable thermostat.

HVAC Requirements (Source: Lead for Homes Requirements, Table 19)					
End Use	Central AC and air source heat pumps	Furnaces (gas, oil or propane)	Boilers (gas, oil or propane)	Ground Source Heat Pump- open loop	Ground Source Heat Pump- closed loop
*Good HVAC Design and Installation (Climate Zones 4-8)	≥ 13 SEER ≥ 8.2 HSPF	≥ 90 AFUE	≥ 85 AFUE	≥ 16.2 EER ≥ 3.6 COP	≥ 14.1 EER ≥ 3.3 COP
*Good HVAC Design and Installation (Climate Zones 1-3)	≥ 14 SEER ≥ 8.3 HSPF	≥ 80 AFUE	≥ 80 AFUE	≥ 16.2 EER ≥ 3.6 COP	≥ 14.1 EER ≥ 3.3 COP

Air Conditioning Refrigerants:
*Conduct a Refrigerant Charge Test to ensure performance.
Install an HVAC system with non-HFC refrigerants or do not use refrigerants.

Indoor Air Quality:
Complete all the requirements of the US EPA's Energy Star w/ Indoor Air Package.
Combustion Venting: All of the following are required:
*No unvented combustion appliances to be used; a carbon monoxide monitor must be installed on each floor, *all fireplaces and woodstoves must have doors. *Space and water heating equipment that involves combustion must be closed, have a power vented exhaust, or located in a detached utility or open air facility.
Use a blower-door test to measure the pressure difference created by the presence of a chimney-vented appliance and limit the risk of backdrafting where the pressure difference is ≤ 5 Pascals.

Forced Air Systems:
*Minimize energy consumption due to thermal bridges and/or leaks in the heating and cooling system. Limit duct leakage rate to outside the conditioned envelope. The tested leakage rate must be ≤ 4.0 cfm at 25 Pascals per 100 square feet of conditioned floor area for each installed system.
*Ducts to be installed in interior walls and to be fully ducted. If installed in exterior walls, extra insulation is needed to maintain the overall UA for an exterior wall without ducts.
*Minimum R-6 insulation to be used around ducts in unconditioned spaces.
*Conduct Room by Room load calculations per ACCA Manuals J and D, or ASHRAE Handbook of Fundamentals for ducted and non-ducted systems and install ducts accordingly.
Assure each room has adequate return air flow through multiple returns, transfer grilles or jump ducts. Openings should be sized to 1 square inch of cfm of supply, and pressure differential between closed rooms and adjacent spaces should be less than 25 Pascals.

Use Anti-stratification system when possible, that re-circulates hot air that has risen to upper areas into lower areas.

Nonducted HVAC Systems
*Use at least R-3 insulation around distribution pipes in unconditioned spaces. (If possible, keep the boiler and distribution pipes in conditioned space.)
Install outdoor reset controls based on outdoor air temperature.
*Conduct Room by Room load calculations per ACCA Manuals J and D, or ASHRAE Handbook of Fundamentals for ducted and non-ducted systems and install ducts accordingly.
Design and install flow control valves on every radiator of Hydronic systems for a room by room system or install two distinct zones with independent thermostat controls.

Moisture Control:
Maintain relative humidity below 60% with additional dehumidification equipment or a central HVAC system with additional controls to operate in dehumidification mode.
*Install nonpaper-faced backer board on walls around tub, showers and spa areas
*Use water resistant flooring in kitchens, bathrooms, laundry rooms, entry areas within 3' of exterior door and spa areas;
do NOT use carpet.
*Install drain and drain pan in hot water heater. If it is in or over living space
*Install drain and drain pan, or accessible single-throw supply valve to clothes washer. If it is in or over living space.
*Exhaust dryer directly to outdoors
*Install drain and drain pan to condensing clothes dryer

Outdoor Air Ventilation
*Design and install a whole building ventilation system that complies with ASHRAE Standard 62.2-2007 (unless built in a mild climate (fewer than 4500 infiltration degree-days)).

Local Exhaust:
*Design and install local exhaust systems in all bathrooms and kitchens to meet requirements of ASHRAE Standard 62.2-2007 Section 5.
*Design and install the fans and ducts to meet requirements of Section 7 of ASHRAE Standard 62.2-2007.
*Exhaust air directly to the outdoors
*Use Energy Star labeled bathroom exhaust fans.
Use an occupancy sensor, an automatic humidistat controller, an automatic timer or a continuously operating exhaust fan for bathrooms.

Air Filtering
*Install air filters ≥ MERV 8 for forced air systems and nonducted HVAC systems. Maintain adequate pressure and air flow in all mechanical ventilation systems.

Containment Control
Seal all permanent ducts and vents to minimize contamination during construction and remove seals after construction is complete.
Flush the home for 48 hours prior to occupancy but after all phases of construction are completed.

Radon Protection
If located in EPA Radon Zone 1, design and build with radon-resistant construction techniques prescribed by the EPA , IRC or equivalent standard.

Garage Pollutant Protection
*No HVAC systems in garage; place all air-handling equipment and ductwork outside the fire-rated envelope of garage. When possible, detach garage completely from house.
Tightly seal shared surfaces between garage and conditioned spaces. --If space is above garage: seal all penetrations, seal all connecting floor and ceiling joist bays, and paint wall and ceilings to avoid carbon monoxide penetration through gypsum board. If space is adjacent to garage: weather-strip all doors, place carbon-monoxide detectors in rooms adjacent, seal all penetrations and seal all cracks at base of the walls.
Install an exhaust fan in garage rated for continuous operation.

Installation: Heating and Cooling equipment and appliances shall be installed in accordance w/ the IRC and the manufacturer's installation instructions.
Access: Equipment shall be located w/ respect to building construction and other equipment to permit maintenance, servicing and replacement.
Clearances shall be maintained to permit cleaning of heating and cooling surfaces: replacement filters, blowers, motors, controls and vent connections; lubrications of moving parts; and adjustments.
Sizing: Heating and Cooling equipment shall be sized based on building loads calculated in accordance w/ ACCA Manual J or other approved heating and cooling calculations methodologies.
Flood Hazard: In areas prone to flooding as established by Table R301.2 of the IRC, heating and cooling equipment and appliances shall be located or installed in accordance w/ Sec. R323.1.5 of the IRC.
Duct Design: Duct systems serving heating, cooling and ventilation equipment shall be fabricated in accordance w/ the provisions of Chapter 16, of the IRC and ACCA Manual D or other approved methods.
Venting Required: Fuel-burning appliances shall be vented to the outside in accordance w/ their listing and label and manufacturer's installation instructions except appliances listed and labeled for unvented use. Venting systems shall consist of approved venting systems that are integral parts of labeled appliances.
Gas-Fired appliances shall be vented in accordance w/ Chapter 24 of the IRC.
Electrical distribution systems shall comply w/ Part VIII, Chapters 33 through 42, of the IRC; the NEC, and NFPA 70.
Materials: Materials and equipment shall be new and listed by Underwriter's Laboratories, Inc., and all work shall conform with the requirements of the National Electrical Code and NFPA 70.
Circuits: Electrical system layouts are generally diagrammatic and location of outlets and equipment is approximate. Exact location of outlets and circuiting shall be governed by structural conditions and obstructions as well as applicable sections of the NEC.

- Lighting Circuits: 15 AMP with #14 AWG conductors (120V).
 - Receptacle Circuits: 20 AMP with #12 AWG conductors (120).
 - Provide 2 separate appliance circuits at kitchen, 20 AMP with #12 AWG conductors (120).
- Convenience Receptacles: Shall be placed maximum 12'-0" on centers along room perimeter and Maximum 6'-0" from end walls, and at all turnable walls exceeding 2'-0" from end wall, and at all turnable walls exceeding 2'-0" in length.
- All receptacles shall be grounded type.
 - Locate receptacles 8" above floor and countertops, unless otherwise noted.
 - Install 240V receptacles where noted on the drawings.
 - All switched receptacles shall be one half hot.

DIVISION 26 ELECTRICAL

-Green Recommendation:
Lighting:
*Install at least four Energy Star labeled light fixtures or Energy Star labeled compact fluorescent light bulbs in high use rooms.
Install Energy Star labeled fixtures wherever possible.
Renewable Energy:
Design and install a renewable electricity generation system by using energy modeling to estimate the energy supplied by the system and the annual reference electrical load. The annual reference load is the amount of electricity that a typical home would consume in a given year and can be calculated by using the 2006 Mortgage Industry National Home Energy Rating Standards Guidelines. Home design should be at least 3% better than annual reference load.

Light Switches: Located at 48" above finish floor and 8" above counter tops, unless otherwise noted. Verify counter height w/ Owner.
System Grounding: Provide accessible junction box and necessary conductors for grounding main electrical system in accordance w/ Sec. E38071 of the IRC and Sections 250.20(b)(1) and 250.24(a).
Smoke Detectors: Provide approved smoke detector and alarm system conforming to UBC Standard 43-6 at locations shown on the drawings.
Aluminum wire shall not be used in electrical wiring within the dwelling unit.
All equipment installed outdoors and exposed to weather shall be "weather-proof"
Provide a separate 20 ampere laundry circuit.
Provide ground fault circuit interrupter (GFI) protection at all bathrooms, powder rooms, outdoor receptacles and garages.
In accordance w/ Sec. E3802 of the IRC.
Verify minimum flood elevation prior to placement of devices, equipment, and appliances.

DIVISION 31 EARTHWORK

-Green Recommendation:
Site Selection:
Do not develop, build or pave on portions of site that meet the following criteria:
-land that is at or below the 100-year floodplain (as determined by FEMA).
-land that is named a habitat for any endangered or threatened species (as determined by state or federal agencies).
-land that is within 100 feet of water.
Build on a previously developed lot if possible, or on a site that is adjacent to a previously developed site. Select a lot that is within ½ mile of existing infrastructure (water and sewer lines). Select a lot that is within ½ mile of open space accessed by the public or private community. Build homes with an average housing density of 1 or more dwelling units/acre, or a single home on 1/1 acre.

Building Orientation for Solar Design:
Site the building so that the glazing area on the north and south facing walls is at least 50% greater than the sum of the glazing area on the east and west walls.
Orient the building so that the east-west axis of the building is within 15 degrees of due east and due west.
The roof south-facing area should have a minimum of 450 s.f. of area oriented properly for solar applications.

Site Stewardship:
*Implement a plan of erosion control during construction to include:
-stockpile and protect disturbed topsoil from erosion.
-control the path and velocity of runoff with silt fencing or other measures.
-protect on-site storm sewer inlets, streams and lakes with straw bales, silt fencing, or other measures.
-provide swales to divert surface water from hillsides.
-in sloped areas, keep soil stabilized on sloped areas by using tiers, erosion blankets, compost blankets or other measures.
Protect trees and plants with "tree protection area" fence delineated on site plan and on lot.
Only develop and disturb necessary amount of site; leave as much undisturbed as possible.

Landscaping:
*Use native plants: do not introduce invasive plant species into landscape.
Use drought tolerant plants and turf or install irrigation system to reduce water usage.
Do not use turf in areas with a slope of 25% or more or in densely shaded areas. If possible, limit the use of turf.

Heat Island Effects:
Locate trees and other plants to shade hardscape areas.
Use light-colored high-albedo materials to pave sidewalks, patios and driveways. Examples include white concrete, light gray concrete, open pavers and/or any material with a SRI Index of at least 24.

Surface Water Management:
Use retaining walls and terracing for permanent erosion control on steep sites.
Use permanent stormwater controls such as vegetated swales, on-site rain gardens, dry wells, or rainwater cisterns designed to manage runoff from home. If feasible in design, install a vegetated roof for at least ½ the roof area.
Use permeable materials such as pavers, turfstone, gravel and others for driveway and patios.

All earthwork shall be performed in accordance with applicable standards enforced by jurisdiction of which the project is located.
Earthwork shall be performed in accordance with recommendations contained in the soils report provided by the Owner, if applicable.
The soils report shall be considered as part of the construction documents. Refer to foundation plan and details for specific requirements.
All footings shall bear on firm, fully compacted, natural soil or on approved compacted fill. All imported soil shall be acceptable to the Soils Engineer. Sub-grade failing to meet compaction requirements shall be re-compacted and tested until specified results are achieved at no additional expense to Owner. Refer to Civil Engineer's grading and plot plans. Refer to the Landscape Architect's grading and construction documents for fine grading.
All finish grades shall be placed so as to provide positive drainage away from the building.

SECTION 31 31 16 - TERMITE CONTROL

-Green Recommendation:
Implement one or more of the following measures below.
-Keep all wood (i.e., siding, trim, structures) at least 12 inches above soil.
-Seal all external cracks, joints, penetration, edges, and entry points with caulking. Where openings cannot be caulked or sealed, install rodent and corrosion proof screens (e.g., copper or stainless steel mesh). Protect exposed foundation insulation with moisture-resistant, pest -proof cover (e.g., fiber cement board, galvanized insect screen).
-Include no wood-to-concrete connections or separate any exterior wood-to-concrete connections (e.g., at posts, deck supports, stair stringers) with metal or plastic fasteners or dividers.
-Install landscaping such that all parts of mature plants will be at least 24 inches from the home.
-In areas named moderate to heavy through every heavy4 on the termite infestation probability map (See IRC - all of the Southeast) implement one or more of the following measures:
-Treat all cellulose material (e.g., wood framing) with a borate product to a minimum of 3 feet above the foundation
-Install a sand or diatomaceous barrier
-Install a steel mesh barrier termite control system.
-Install a non-toxic termite bait system. (Recommend termite or equal)
-Use noncellulosic (i.e., not wood or straw) wall structure.
-Use solid concrete foundation walls or masonry wall with top course of solid brick bond beam or concrete filled block.

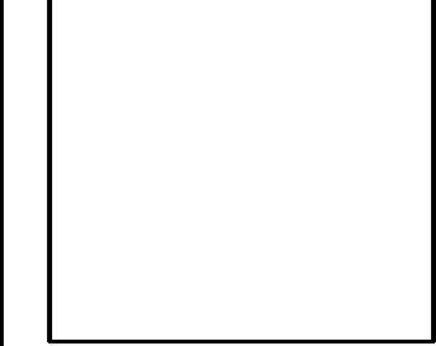
General: In areas favorable to termite damage as established by Table 301.2(1) of the IRC, methods of protection shall be in accordance w/ applicable provisions of sections R314 and R320.
Chemical soil treatment: The concentration, rate of application, and treatment method of the termiticide shall be consistent w/ and never less than the termiticide label.
Soil treatment shall not be applied until all fine grading and prep is complete. Once applied, Termiticide shall not be disturbed.

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 14 00 - UNIT PAVERS
-Green Recommendation:
Permeable paving, installed by an experienced professional. Permeable paving must include porous above-ground materials (e.g., open pavers, engineered products) and a 6-inch porous subbase, and the base layer must be designed to ensure proper drainage away from the home.

DIVISION 33 UTILITIES

SECTION 33 46 00 - SUBDRAINAGE
Foundations and foundation drainage shall comply w/ Chapter 4, Sec. R401, of the IRC.
Concrete or masonry foundations: Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or viable spaces located below grade. Materials shall be in accordance w/ Sec. R405 of the IRC.



SPECIFICATIONS

ALLISON RAMSLEY
Architects Inc. creating sustainable timeless design

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Beaufort SC 29902
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www.allisonramsleyarchitect.com

THIS PLAN HAS BEEN PREPARED BY ME, FOR THE PROFESSIONAL ENGINEER AND ARCHITECT, HOWEVER, MAKING CAREFUL AND DISCREET INVESTIGATIONS FIRST FOR EXISTING CONDITIONS. IT IS THE RESPONSIBILITY OF THE ENGINEER OF THIS PLAN TO PROVIDE THE FOLLOWING BEFORE BEGINS CONSTRUCTION. ALLISON RAMSLEY ARCHITECTS, INC. ASSURES NO LIABILITY FOR ANY TYPE OF CONSTRUCTION FROM THIS PLAN.

-VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION

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DATE	10/18/12
JOB NO.	
DRAWN BY	sh
DATE	Created: 2012-Jan

SP3

AN ORDINANCE TO CREATE THE KEEP BEAUFORT COUNTY BEAUTIFUL BOARD FOR THE PURPOSE OF LITTER CONTROL, BEAUTIFICATION, AND WASTE REDUCTION FOR BEAUFORT COUNTY

WHEREAS, Keep Beaufort County Beautiful (KBCB) has been an active organization, created as a non-profit organization under South Carolina law since 1986; and

WHEREAS, KBCB has operated with the support of County staff from the Department of Solid Waste and Recycling; and

WHEREAS, KBCB has a mission to educate and empower the Beaufort County Community (including governments, businesses, schools, and citizens) to participate directly in improving the environment through an all-out effort in beautification, litter control, and waste reduction; and

WHEREAS, KBCB has maintained its status as an affiliate of Keep America Beautiful (KAB) and Palmetto Pride by meeting the requirements of a KAB affiliate including filing the required annual reports; and

WHEREAS, KBCB has managed volunteers for the SCDOT Adopt A Highway program; and

WHEREAS, being chartered by County Council will acknowledge the success of the KBCB and solidify the organization within the County structure and provide for continued staff support for the purposes set forth below; and

WHEREAS, a county chartered organization will not have an adverse impact on the traditional funding sources from Palmetto Pride and further will have no adverse impact on affiliate status with KAB; and

WHEREAS, it is the intention of the existing Keep Beaufort County Beautiful Board of Directors to dissolve the existing non-profit and become a county chartered organization.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that there is hereby created a Keep Beaufort County Beautiful Board and that such Board shall be organized and operated according to the following Charter Provisions. The Beaufort County Code of Ordinances is hereby amended by inserting the following Article VII Sections 62-58 through 62-67 into Chapter 62:

Chapter 62- Solid Waste

Article VII Section 62-58. – Litter Control and Beautification Board

Sec. 62-58. - Title.

The name of the organization shall be known as the Keep Beaufort County Beautiful Board (KBCBB).

Sec. 62-59. - Composition.

The board shall be comprised of the following membership:

- (a) One member from County Council District 1.
- (b) One member from County Council District 2.
- (c) One member from County Council District 3.
- (d) One member from County Council District 4.
- (e) One member from County Council District 5.
- (f) One member from County Council District 6.
- (g) One member from County Council District 7.
- (h) One member from County Council District 8.
- (i) One member from County Council District 9.
- (j) One member from County Council District 10.
- (l) One member from County Council District 11.

Sec. 62-60. - Filling of vacancies; removal of board members; terms.

- (1) A vacancy on the board is filled in the same manner as provided for under sections 2-191 through 2-198 of the Beaufort County Code of Ordinances, upon nomination of the respective member of County Council.
- (2) Board members are subject to removal procedures provided in Sec. 2-193 of the Beaufort County Code of Ordinances.
- (3) Board members shall serve at the pleasure of county council. Board members shall be appointed to one (1) term. A term of appointment shall be for four (4) years. No board member shall serve for more than four (4) consecutive terms except that county council may approve a fifth term by unanimous vote.

- a. Upon passage of this Charter, all eleven (11) board members shall be appointed by county council.
- b. For Districts one, two, three, four, five, and six the board members shall be re-appointed after the initial two (2) years for a full four (4) year term, thereby staggering appointments of board members. The initial two (2) year term shall not count toward the four (4) term limit.
- c. For Districts, seven, eight, nine, ten, and eleven, the board members' term shall expire after the full four (4) year term and vacancies be filled by re-appointment, or filled by new appointment.

Sec. 62-61. – Officers, officers' duties, and elections of officers.

The members shall elect three (3) officers from its membership, a chairperson, a co-chairperson and a secretary. A majority of board members present and voting, when a quorum is established, shall elect the officers.

- (1) Chairperson- The chairperson shall be responsible for leading the Board in program development and policy consistent with the Keep American Beautiful objectives. The chairperson shall be spokesperson for the Board at functions, prepare and work with the county staff in preparation of reports including but not limited to the annual Keep America Beautiful report and perform such other duties as the Board shall elect.
- (2) Co-Chairperson- The co-chairperson shall serve as the Chairperson in his or her absence, and shall discharge such other duties as the Board shall direct.
- (3) Secretary- The secretary shall keep minutes of all Board meetings and shall forward the approved minutes to the appropriate County staff person for record keeping and storage. The secretary shall also perform such other duties as the Board shall direct.

Sec. 62-62. - Meetings.

The board shall meet at the call of the chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the minutes shall be stored in the Department of Solid Waste and Recycle or the Records Management Department of the County. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.

Sec. 62-63. - Purpose.

The purpose of the board will be to educate and empower the Beaufort County Community (including governments, businesses, schools, and citizens) to participate directly in improving the environment through an all-out effort in beautification, litter control, and waste reduction.

Sec. 62-64. - Objectives.

The objectives of the board include but are not limited to:

- A. Conduct and promote continuing education programs; and
- B. Develop new programs which will result in the sustained reduction of litter, graffiti and increase recycling in Beaufort County; and
- C. Encourage stricter code enforcement regarding litter and dumping; and
- D. Review and recommend appropriate legislative changes regarding environmental ordinances in Beaufort County; and
- E. Encourage placing, planting and preservation of trees, flowers, shrubs and objects of ornamentation in Beaufort County; and
- F. Maintain affiliate certification with Keep America Beautiful; and
- G. File the required annual report to Keep America Beautiful; and
- H. Pursue and secure funding from available sources.

Sec. 62-64- Keep America Beautiful Affiliation

The board shall maintain the Keep America Beautiful affiliation status and utilize the KAB resources whenever possible. The board's activities are limited to the boundaries of Beaufort County but should not be construed to exclude activities within the municipal boundaries located in Beaufort County.

Sec. 62-65. - Annual budget.

The board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the board shall advise and make recommendations to county council on the expenditure of any and all county funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.

Sec. 62-66. - Appointment of other committees.

The board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include board members, as well as individuals representing specialized interests in areas that would be beneficial to the board carrying out its purpose.

Sec. 62-67. - Conflict of interest.

The board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-700 et seq., as well as any applicable provisions of the Beaufort County Code of Ordinances.

Adopted this _____ day of _____, 201____.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Ashley M. Bennett, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

Tyler Technologies EnerGov

EnerGov Licensing & Regulatory Suite (LRM)

EnerGov Permitting & Land Management Suite (PLM)

Software is intended to be utilized by Beaufort Community Development Departments Planning and Zoning, Building Codes and Business License

SOFTWARE AND IMPLEMENTATION COSTS (ONE TIME)	
Software Cost including Implementation and Professional Services (one time cost)	\$ 347,750
Estimated Travel Expenses (one time associated with implementation)	\$ 25,500
Subtotal One Time Costs of Software and Implementation	\$ 373,250

Proposed Funding Sources for Software and Implementation Costs (one time):

2013 General Obligation Bond Capital Projects ¹	\$ 269,374
2017 General Obligation Bond Capital Projects	91,203
2009 General Obligation Bond Capital Projects ¹	12,673
Subtotal of proposed funding sources	\$ 373,250

Annual Maintenance (recurring costs)	
New Annual Maintenance (recurring costs)	\$ 125,722
Currently using Munis modules: Permits & Code Enforcement and Business License <i>Annual Maintenance (recurring costs) that will be replaced by above</i>	\$ (10,000)
Estimated increase in Annual Maintenance Costs (approximately 0.06 mills)	\$ 115,722

Annual Maintenance Costs increase are expected to be allocated across the following departments:

Community Development (Planning and Zoning)	\$ 38,574
Building Codes	\$ 38,574
Business License	\$ 38,574

Note 1: If approved, this project will deplete the remaining balances of these general obligation funds.

Beaufort County 2013 General Obligation Bonds

2012B GO Bonds

Beaufort County Ordinance 2012/4 dated March 26, 2012, authorized \$2.5 million of General Obligation Bonds for purposes of the acquisition of Southern County Office Space located in Bluffton, SC, known as Myrtle Park.

2013 BAN

Beaufort County Ordinance 2012/12 dated September 24, 2012, authorized \$5 million of General Obligation Bond Anticipation Notes (BAN) for purposes of County Courthouse Renovations, Coroner's Office Renovations and Southern County Office Space (Myrtle Park) Renovations.

2013A GO Bonds

Beaufort County Ordinance 2013/15 dated April 8, 2013, authorized an amount not to exceed \$7.6 million of General Obligation Bonds for purposes of refunding (refinancing) the above referenced debt instruments.

The Bond Proceeds in the amount of \$7.5 million provided for the following projects to be completed as follows:

Bond Proceeds	\$ 7,500,000
Interest Earned	<u>88,225</u>
Total Funding Sources (Revenues)	\$ 7,588,225
County Courthouse Renovations	\$ 3,871,841
Southern County Office Space (Myrtle Park)	3,053,184
Coroner's Office Renovations	<u>224,191</u>
Total Funding Uses (Expenditures)	\$ 7,149,216
Excess of Revenues over Expenditures	<u><u>\$ 439,009</u></u>
<u>Fiscal Year 2018 Activity</u>	
Southern County Office security encumbered	(19,635)
Proposed funding for Human Services Building Security Kiosk (estimated)	<u>(150,000)</u>
Remaining funding available for proposed Tyler Technologies EnerGov software	<u><u>\$ 269,374</u></u>

Beaufort County 2017 General Obligation Bonds

2017 GO Bonds Beaufort County Ordinance 2016/32 dated October 24, 2016, authorized an amount not to exceed \$51 million of General Obligation Bonds for purposes of County Capital Projects (\$26 million), Rural and Critical Lands Projects (\$20 million voter referendum), and Stormwater Utility Fund (\$5 million).

The Bond Proceeds in the amount of \$26 million are APPROPRIATED for the following projects:

Bond Proceeds	\$ 26,000,000
Interest Earned	-
Total Funding Sources (Revenues)	\$ 26,000,000
Beaufort County Sheriff's Office - Emergency Mgmt/Communications	\$ 8,800,000
Road Improvement - Windmill Harbor/Jenkins Island	7,400,000
Animal Campus - Okatie (Part II of total funding \$7 million)	3,500,000
Emergency Medical Services Facilities	2,500,000
Pinckney Reserve/CC Haig Point Improvements	2,000,000
Detention Center Security Upgrades	1,000,000
Contingency ^{1, 2}	550,000
<i>Proposed Voter Registration Phase I Improvements</i>	<u>250,000</u>
Total Funding Uses (Expenditures)	\$ 26,000,000
Excess of Revenues over Expenditures	<u><u>\$ -</u></u>

Note 1: The contingency balance as of the date of this report is \$390,000 due to bond issue costs of \$160,000 expended at closing.

Note 2: The Tyler Technologies EnerGov funding source is being proposed to use \$91,203 of the remaining \$390,000 contingency above.

Beaufort County 2009 General Obligation Bonds

2009 GO Bonds

Beaufort County Ordinance 2008/30 dated August 25, 2008, authorized an amount not to exceed \$5 million of General Obligation Bonds for purposes of various capital projects.

The Bond Proceeds in the amount of \$5 million provided for the following projects to be completed as follows:

Bond Proceeds	\$ 5,000,000
Interest Earned	<u>47,243</u>
Total Funding Sources (Revenues)	\$ 5,047,243
VOIP (Voice Over Internet Protocol) Telephone System	\$ 2,831,626
Emergency Management/Communications Equipment	609,773
Emergency Medical Services (Ambulance)	308,686
Various department vehicles (fleet)	256,216
Technology Equipment (MIS)	227,029
Various facilities renovation/repair (ADA, roof, hvac, security, etc.)	190,796
Coroner's Office Renovations	187,822
Sheldon Fire (Pocataligo Project)	124,901
Huspah Creek Demo/Repair	107,258
SC Highway 170 Traffic Signal upgrade	101,739
Mosquito Control Ariel Tracking system	57,540
Register of Deeds equipment	<u>31,184</u>
Total Funding Uses (Expenditures)	\$ 5,034,570
Excess of Revenues over Expenditures	<u><u>\$ 12,673</u></u>



Quoted By: Garth Magness
Date: 11/14/2017
Quote Expiration: 11/30/2017
Quote Name: Beaufort County-LGD-EG-PLM
Quote Number: 2017-28498
Quote Description: EnerGov PLM - SaaS

Sales Quotation For

Beaufort County
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228
Phone (843) 470-3677

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Licensing & Regulatory Suite (LRM)	\$169.00	10	\$20,280.00
EnerGov Permitting & Land Management Suite (PLM)	\$164.00	34	\$66,912.00
Extensions:			
EnerGov Citizen Self Service - Permitting & Land Mgmt (PLM)	\$1,667.00	Site License	\$20,000.00
EnerGov e-Reviews	\$2,417.00	Site License	\$29,000.00
EnerGov GIS	\$0.00	1	\$0.00
EnerGov IG Workforce Apps	\$49.00	20	\$11,760.00
EnerGov My GovPay	\$0.00	1	\$0.00
EnerGov Report Toolkit	\$0.00	1	\$0.00
EnerGov Standard Technical Support	\$0.00	1	\$0.00
EnerGov VirtualPay	\$0.00	1	\$0.00

Sub-Total: \$147,952.00

Less Discount: *\$22,230.00*

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
TOTAL:			\$125,722.00

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
Data Conversion - Tyler Munis	1	\$0.00	\$0.00	\$0.00
EnerGov Configuration Services	1200	\$175.00	\$210,000.00	\$0.00
EnerGov Custom Report Development (3 pack)	5	\$9,000.00	\$45,000.00	\$0.00
EnerGov Fundamentals Training	40	\$175.00	\$7,000.00	\$0.00
EnerGov Onsite Training & Production Support Services	120	\$175.00	\$21,000.00	\$0.00
EnerGov Project Management Services	370	\$175.00	\$64,750.00	\$0.00
Integration - Tyler Content Manager	1	\$0.00	\$0.00	\$0.00
Integration - Tyler Munis GL	1	\$0.00	\$0.00	\$0.00
TOTAL:			\$347,750.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$125,722.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$347,750.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$347,750.00	\$125,722.00
Year One Contract Total	\$473,472.00	
Estimated Travel Expenses	\$25,500.00	

Optional EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Extensions:			
ePortal - Tyler Incident Manager and Click2Report	\$1,667.00	Site License	\$20,000.00
Sub-Total:			\$20,000.00
Less Discount:			\$2,000.00
TOTAL:			\$18,000.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov monthly fees are rounded, excluding cents.

Includes up to 55 business transactions, 5 GeoRules and 10 IAA events

Also includes integration to Tyler Cashiering and Tyler Content Manager as appropriate.

EnerGov Permitting, Land & License Management

Tyler's Flagship Land Management Suite



Company Background

Market Position, Experience, Product Offering & Support



Company Overview

- Founded in 1966
- Publicly Traded NYSE - TYL
- 900M 2017 Projected Revenues
- 4200 Employees (Public Sector)
- Over 15,000 Government Clients



Industry Leading Experience

- 50 Years Public Sector
- Singular Focus – Public Sector
- Strong Regional Footprint
- 98% Client Retention Rate



EnerGov is a Best in Class Solution

- Key Component of Tyler Ecosystem
- Integrates with County's Existing Munis Financial Application
- Flexible, Extensible & Sustainable



Mobile Apps



Public Access

ePortal
oData
Social Media
Citizen Apps
IVR (Telephony)

eReviews

eReviews Portal
Workspace

Permitting & Land Management

Permitting
Planning
Inspections
Projects
Impact Management
Code Enforcement

Asset Management

Assets & Equipment
Projects
Requests
Work Orders

Licensing & Regulatory

Business Licensing
Tax Remittance
Professional License
Exams
Rental Property

Citizen Request & Response

Requests
Inspections
Code Enforcement

ENERGOV GIS

Core Framework

Cashiering
Central Contacts
Location Manager
Content Manager
Workflow

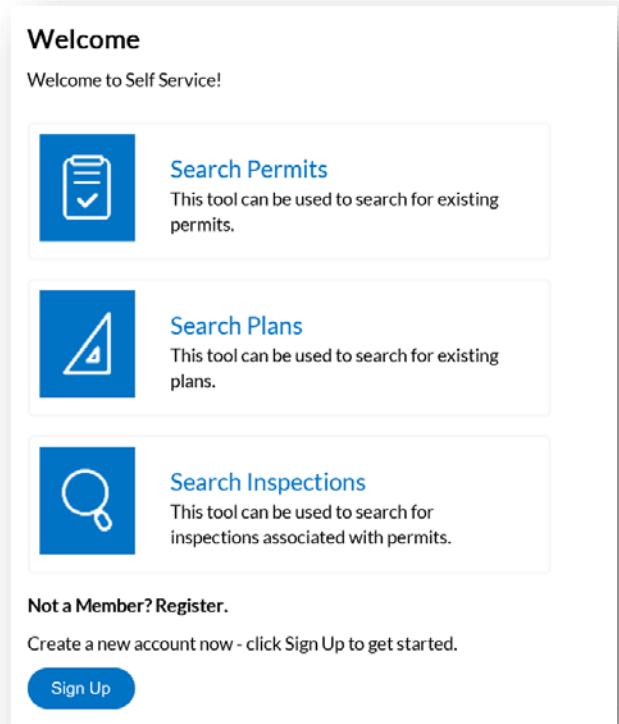
Notable Benefits

Citizen Self-Service, Enhanced Reporting, GIS Integration,
Enterprise Workflow, Mobility & Munis Integration



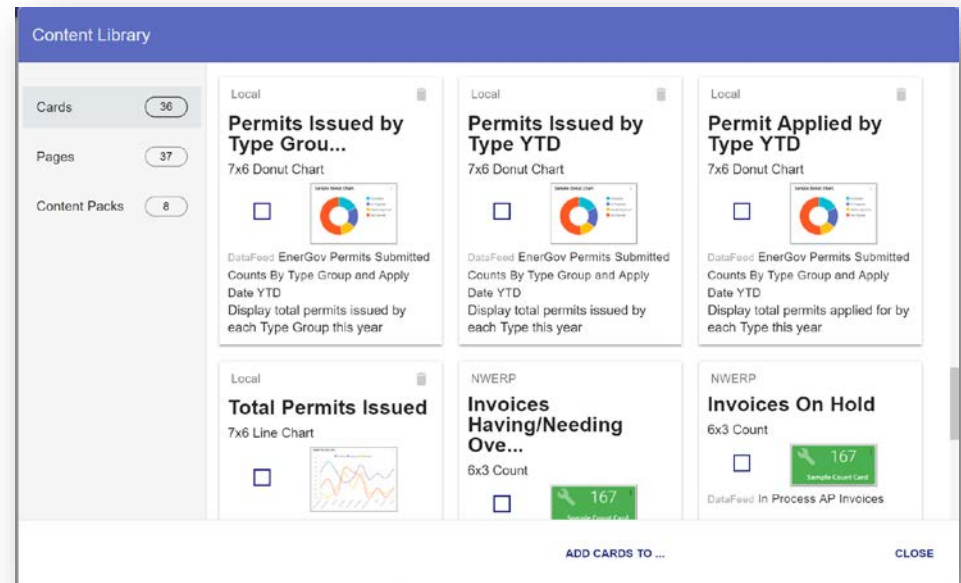
Enhanced Citizen Self Service

- Online Permit & License Applications & Digital Plans Submission
- Online Application Status Checks
- Online Inspection Requests
- Online Payments Processing
- Online Access to Meetings, Hearings and Approvals



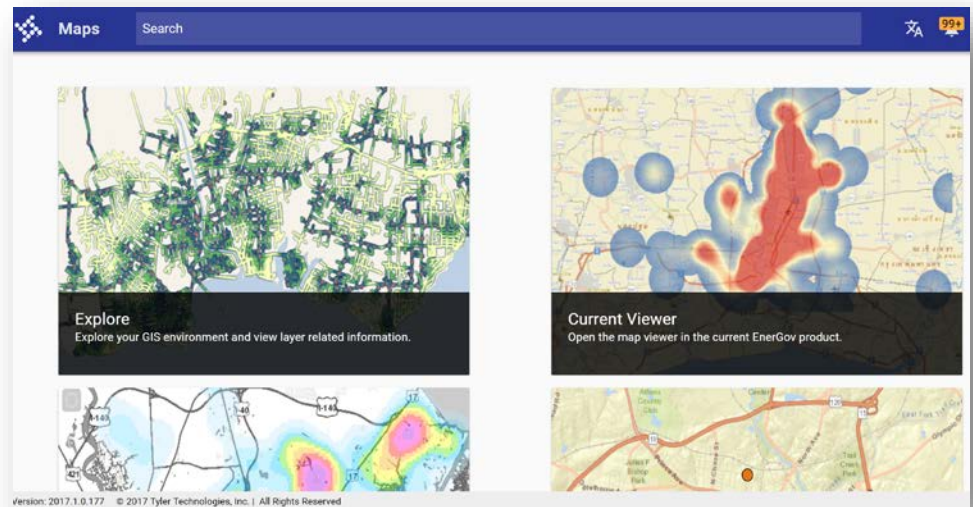
Powerful Reporting Tools

- Customizable Key Performance Dashboards
- Extensive Reporting Library
- Report Automation
- MS Office Integration



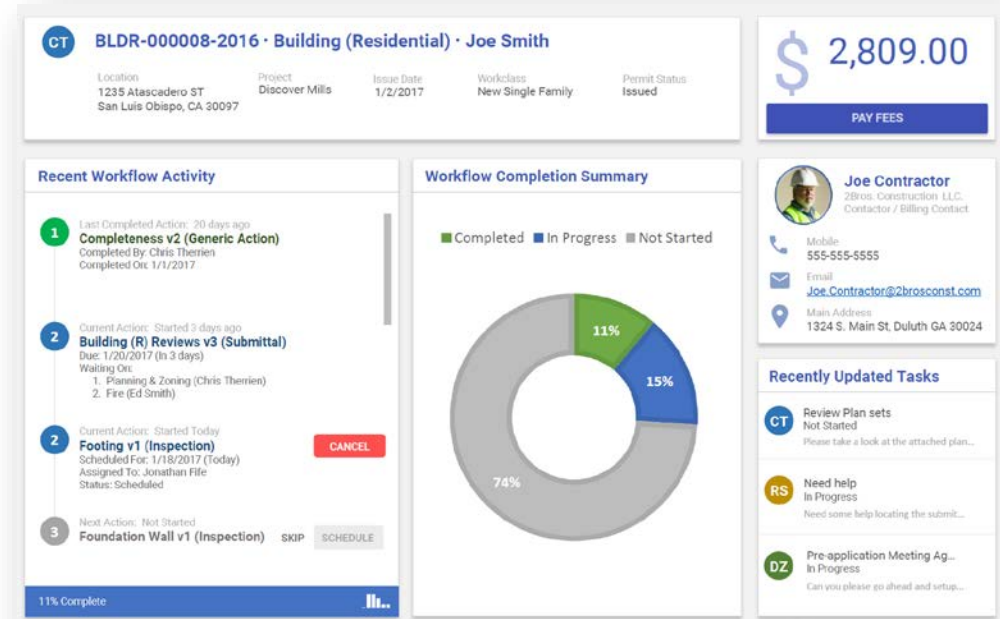
Robust ArcGIS Integration

- ESRI-Based Mapping Technology
- GIS-based Analytics
- Spatially-enabled Workflows
- Notification Generation



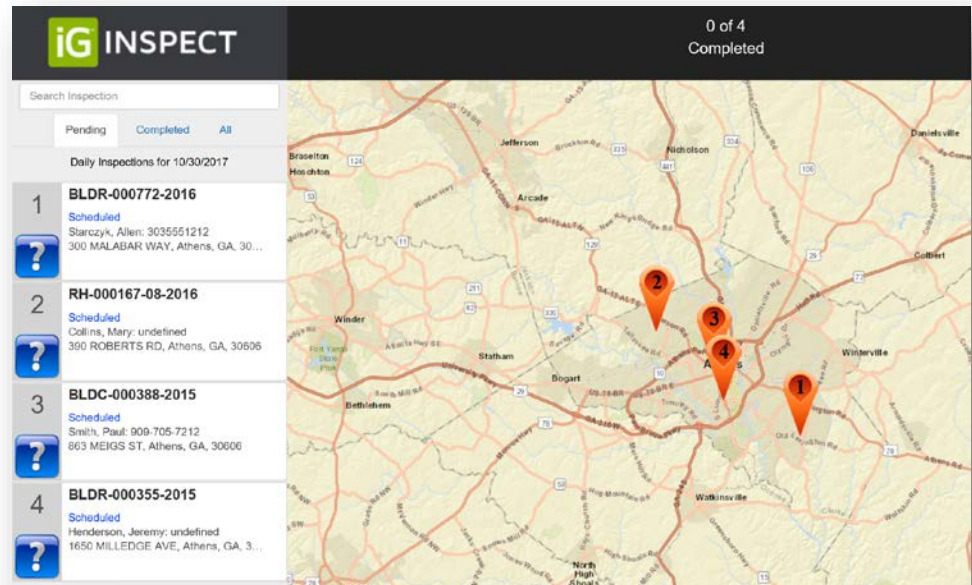
Enterprise Workflow

- Visual Workflow
- Connects Disparate Depts. and Activities
- Version Control
- Automation Controls



Powerful Mobile Capabilities

- Intuitive & Robust
- Maximize Time in Field
- GIS Routing Capabilities
- Standardized Checklists
- Photo Capture
- Email & Printing Functions



Seamless Munis Integration

- Automated Financial Integration with County's Existing Tyler Munis system
- Tyler Cashiering Integration
- Tyler Content Manager Integration
- Tyler Hub and Munis Dashboard Integration



Implementation Overview

Staged Methodology, Business Process Assessment, Best
Management Practices Recommendations



PLANNING &
INITIATION

ASSESS &
DEFINE

CONFIGURE &
REVIEW

ACCEPTANCE
TESTING

END-USER
TRAINING

PRODUCTION &
GO-LIVE

1

2

3

4

5

6



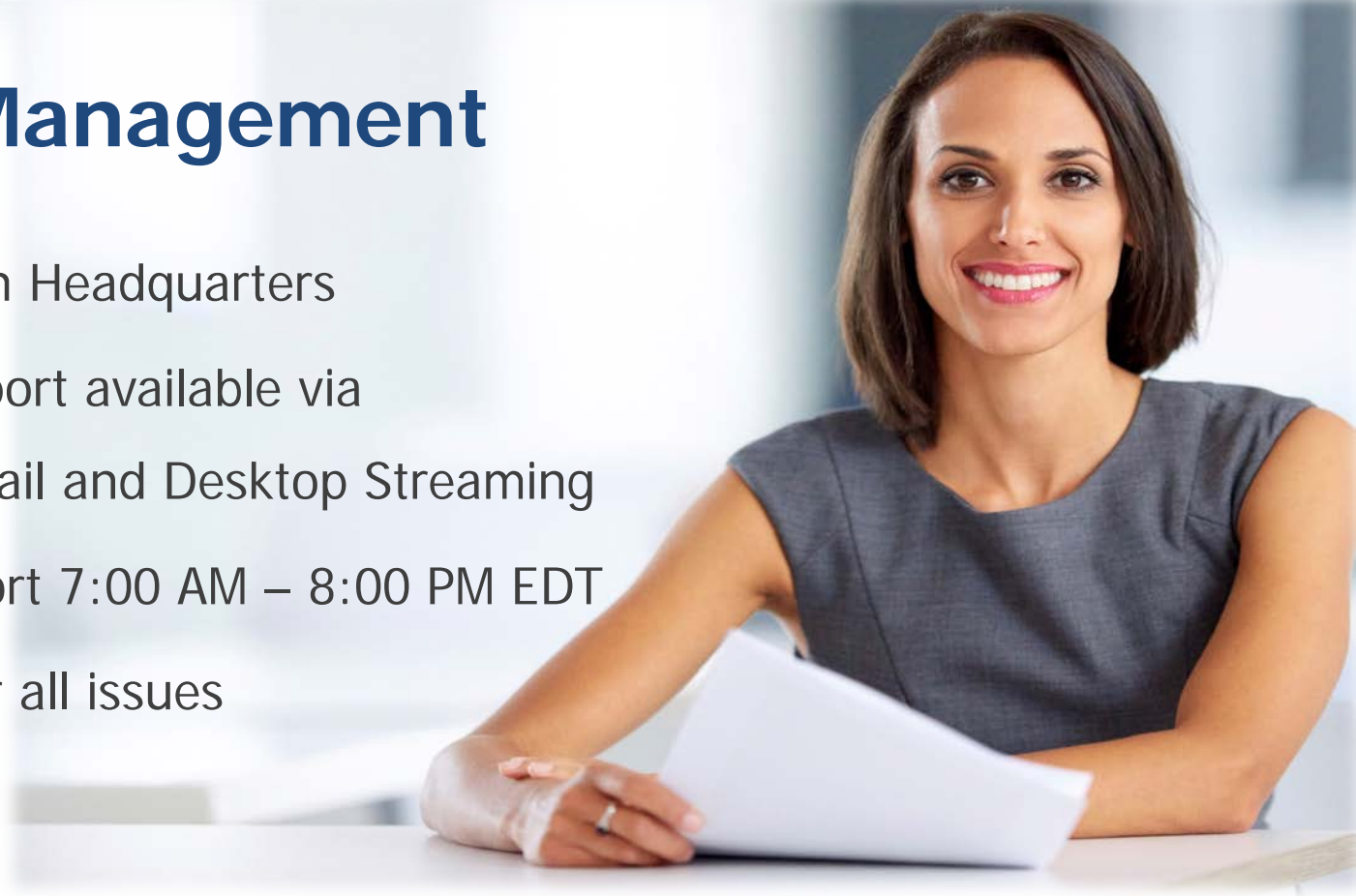
Support Overview

Account Management, Availability, Continuing Education & Evergreen



Account Management

- Atlanta Division Headquarters
- Unlimited Support available via Telephone, Email and Desktop Streaming
- Hours of support 7:00 AM – 8:00 PM EDT
- One vendor for all issues



Continuing Education

- Quarterly Webinars (New Releases)
- Regional User Group Meetings
- Annual Tyler Connect Conference
- Tyler University
 - Online E-Learning
 - Certification Courses
 - Virtual Labs, Exams etc.



Tyler Evergreen Program

- Provides Perpetual Product Updates
- Zero Re-Licensing Fees (even for platform and technology shifts)
- Continual Investment in Product Development



Questions?



RESOLUTION NO. 2017 / ____

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO
PURSUE CONDEMNATION OF A PORTION OF A TRACT OF LAND TO
COMPLETE A SIGNIFICANT STORMWATER DRAINAGE PROJECT ON
SAINT HELENA ISLAND**

WHEREAS, the Beaufort County Stormwater Department (SWD) staff has obtained numerous easements and maintains ditches near to and adjacent to TMS# R300 016 000 178A 0000 (the “subject property”); and

WHEREAS, the subject property is located with frontage along Sea Island Parkway near Halifax Drive; and

WHEREAS, the SWD staff has made diligent efforts to obtain the necessary easement on the relevant portion of the subject property as shown on the attached Exhibit “A”; and

WHEREAS, despite the diligent efforts of SWD staff, the owners of the subject property have not agreed to grant the necessary easement needed to complete the significant drainage improvement project; and

WHEREAS, the Beaufort County Stormwater Utility Board voted and recommended condemnation of the subject property at its November 15, 2017 meeting; and

WHEREAS, at the November 20, 2017 Natural Resources Committee, the committee recommended County Council adopt a Resolution authorizing the County Administrator to proceed with a condemnation action; and

WHEREAS, the desired easement is the final piece needed to complete a regional drainage system on Saint Helena Island; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to pursue condemnation of the portion of the above-referenced property to complete the drainage project.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby authorizes the County Administrator to pursue the necessary condemnation of the relevant portion of TMS# R300 016 000 178A 0000 shown on the attached Exhibit “A.”

ADOPTED this ____ day of December, 2017.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

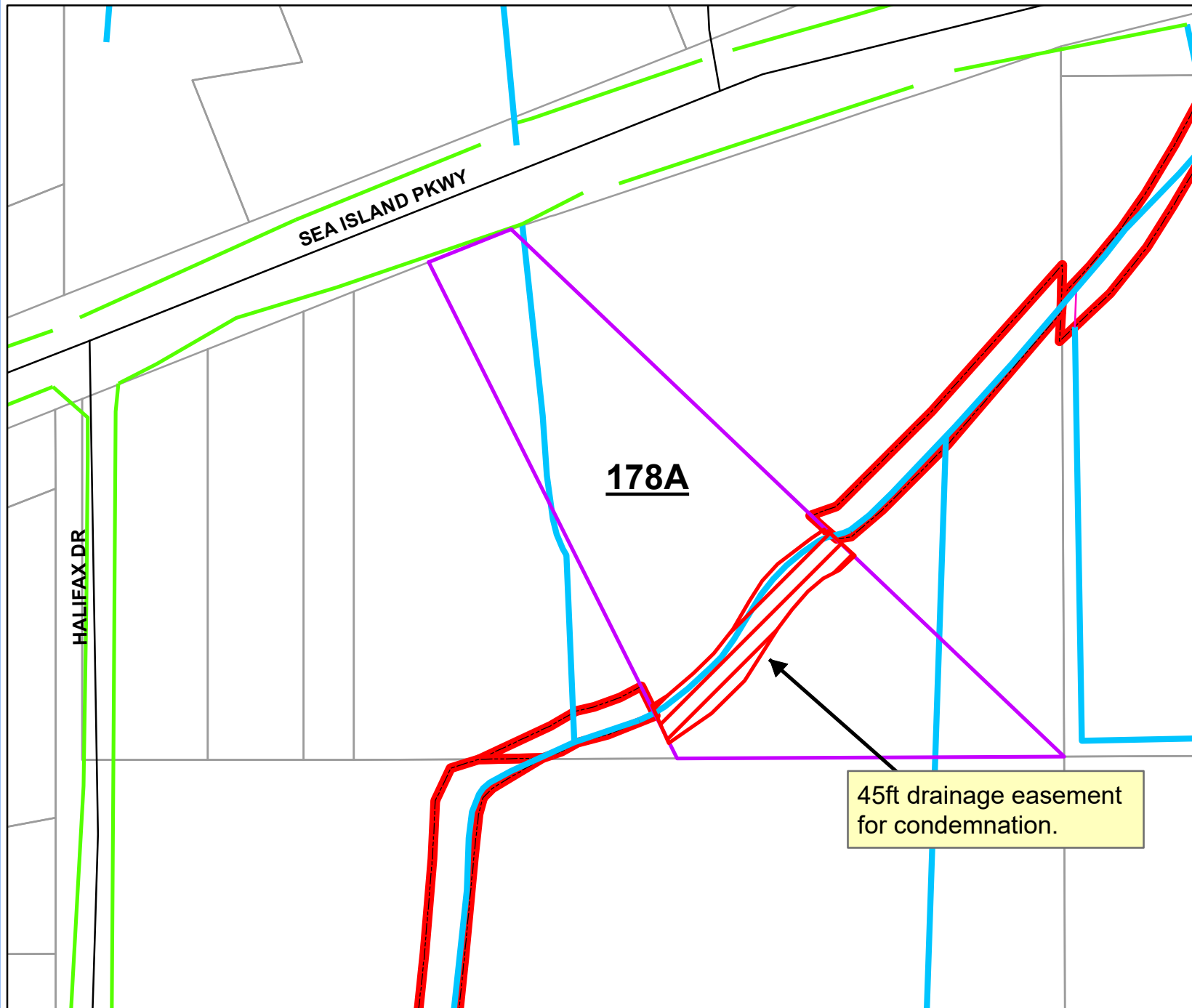
Ashley M. Bennett, Clerk to Council

DRAFT

(Exhibit "A")
R300-16-178A
Halifax Drive

Activity: Drainage
Easement

Township:
St. Helena



Legend

- Requested Esmt
- Drainage**
 - River
 - Creek/Stream
 - River/Creek/Marsh BANK
 - Channel (fka Outfall)
 - Channel Pipe
 - Roadside
 - Roadside Pipe
 - Road Pipe
 - Crossline Pipe
 - Driveway Pipe
 - Lateral
 - Lateral Pipe
 - Access Pipe
 - Bleeder Pipe



0 37.5 75 150 225 300
Feet

1 inch = 135 feet

Prepared By: Beaufort Co, Stormwater Management Utility
Print Date: 1/25/2017
File - C:\sethdata\easement requests\2017\R300-16-178A Halifax Dr

ORDINANCE 2017 / ____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A TWO (2) YEAR EXTENSION OF THE LEASE AGREEMENT WITH THE SANTA ELENA FOUNDATION FOR THE FEDERAL COURTHOUSE

WHEREAS, Beaufort County owns and operates the Federal Courthouse located at 1501 Bay Street, Beaufort, South Carolina; and

WHEREAS, on October 8, 2014 Beaufort County solicited for Requests for Proposals (“RFP”) (RFP/#100814) for the potential future use of the Federal Courthouse; and

WHEREAS, the Santa Elena Foundation (“Foundation”), duly submitted a response to the RFP requesting use of the building as a historical interpretive center and archaeological laboratory; and

WHEREAS, The County and the Foundation entered into a lease agreement for the Foundation’s use of the Federal Courthouse property pursuant to Ordinance 2015/6, said lease dated March 23, 2015 for a term of three (3) years beginning July 1, 2015 and ending June 30, 2018; and

WHEREAS, the Foundation requested to exercise its option of renewing the lease and the Finance committee unanimously recommends that County Council renew the existing lease to extend the terms of the lease for an additional two (2) years commencing on July 1, 2018 and ending on June 30, 2020; and

WHEREAS, it is the intention of County Council to include in the lease renewal that the landlord will cover the cost of major capital maintenance and repairs to the building; and

WHEREAS, the lease renewal shall not, at this time, include renewal of the adjacent parking lot on the property known as the Dowling Family lot, and County Council reserves the right to address the terms of the rental of the parking lot at a later time; and

WHEREAS, it is the intention of County Council that the Foundation present its financial records for review by the Finance Committee before considering the terms of renewing the parking lot lease; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to renew the lease of the Federal Courthouse upon such terms and conditions and amendments expressed herein.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the Interim County Administrator is hereby authorized to execute a two (2) year renewal of the lease agreement with the Santa Elena Foundation for the use of the Federal Courthouse except that the

issue of the parking lot provisions of the lease shall be deferred until such time that the Foundation presents its financial records and the Finance Committee has reviewed the same.

Adopted this ____ day of _____, 20 ____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Ashley Bennett, Clerk to Council

First Reading: November 13, 2017
Second Reading:
Public Hearing:
Third and Final Reading:

ORDINANCE NO. 2017 / ____

AN ORDINANCE COMMITTING FUNDS FROM THE BUCKWALTER PLACE MULTI-COUNTY INDUSTRIAL PARK FEE IN LIEU OF TAXES REVENUE AND ADDITIONAL REVENUE GENERATED FROM THE BUCKWALTER PLACE DEVELOPMENT AFTER THE EXPIRATION OF THE MULTI-COUNTY INDUSTRIAL PARK, UP TO A TOTAL OF \$5,000,000.00, CONTINGENT UPON THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING IDENTIFYING THE CONTRIBUTIONS OF THE TOWN OF BLUFFTON AND THE SCHOOL DISTRICT TO FUND PORTIONS OF THE CONSTRUCTION COST OF THE LOWCOUNTRY CULINARY INSTITUTE AND TOURISM CENTER TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY

WHEREAS, the Technical College of the Lowcountry (TCL) seeks public funds for construction of a culinary institute and tourism center; and

WHEREAS, the hospitality industry has demonstrated a need for a trained workforce; and

WHEREAS, TCL has developed a business plan for the construction of and the operations and maintenance of a culinary institute and tourism center; and

WHEREAS, Beaufort County and the Town of Bluffton, along with the County of Jasper have entered into an Intergovernmental Agreement (IGA) pursuant to Ordinance 2008/15 as amended by Ordinance 2008/22 creating a Multi-County Industrial Park (MCIP) at the intersection of Buckwalter Place Boulevard and Buckwalter Parkway and more particularly described in the IGA; and

WHEREAS, the parties to the MCIP agree to use revenues generated from the MCIP for the purpose of economic development; and

WHEREAS, Beaufort County Council believes a culinary institute and tourism center will provide for economic development by creating a competitive work force and preparing students for a career in the culinary arts; and

WHEREAS, Beaufort County Council believes that TCL has developed a business plan that includes a culinary interpretative center that will be a tourist destination and attract visitors; and

WHEREAS, the Town of Bluffton appears to have committed \$500,000.00 for the cost of construction of the Lowcountry Culinary Institute and Tourism Center pursuant to a special meeting of the Town of Bluffton on August 22, 2017; and

WHEREAS, the Beaufort County School District has committed the equivalent of \$2,500,000.00 in support for the construction cost of the Lowcountry Culinary Institute and Tourism Center; and

WHEREAS, TCL representatives have made diligent effort and are committed to continue their efforts to secure funding from other municipalities and counties that they serve; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens and visitors of Beaufort County, to provide support for the construction of a culinary arts institute under the direction and management of the Technical College of the Lowcountry; and

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council commits Beaufort County's portion of the fee-in-lieu revenues generated from the MCIP IGA, or from revenues generated from the Buckwalter Place development after the expiration of the MCIP IGA, up to a total of \$5,000,000.00 to the Lowcountry Culinary Institute and Tourism Center. It is further ordained, that County Council hereby authorizes the Interim County Administrator to execute a Memorandum of Understanding with the Town of Bluffton and the Beaufort County School District memorializing the financial commitments of each toward the construction costs of the Lowcountry Culinary Institute and Tourism Center.

DONE this ____ day of _____, 2017.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Ashley Bennett, Clerk to Council

First Reading: November 13, 2017

Second Reading:

Public Hearing:

Third and Final Reading:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is being entered into this ____ day of _____, 2017, by and between Beaufort County, South Carolina ("County"), the Beaufort County School District ("School District"), and the Town of Bluffton, South Carolina ("Town") (and together "Parties").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of South Carolina ("State") and has all powers granted to counties by the Constitution and the general law of the State, including the powers expressed herein; and

WHEREAS, the Town is a political subdivision of the State located in Beaufort County, South Carolina, and is entitled to exercise all the powers and privileges provided to municipal corporations in the State; and

WHEREAS, the School District is a body politic pursuant to Title 59 of the South Carolina Code of Laws and has all powers granted to school districts, including the powers expressed herein and under the general law of the State; and

WHEREAS, by Ordinance, adopted April 28, 2008 ("County Ordinance"), the County agreed to enter into Multi-County Industrial Park (MCIP) Agreement; and

WHEREAS, by Ordinance, adopted April ___, 2008 ("Town Ordinance" and with the County Ordinance, "Authorizing Ordinances"), the Town agreed to enter into the MCIP Agreement; and

WHEREAS, the School District opted out of the Multi-County Industrial Park Agreement; and

WHEREAS, it was the intent of the County and the Town to commit 100% of the MCIP revenue to economic development purposes while having no impact on any revenues payable to or for the School District; and

WHEREAS, the Technical College of the Lowcountry is in the process of developing a culinary arts institute with a culinary museum and other tourist attractions, and has sought public funds to support the cost of construction; and

WHEREAS, by this MOU, the Parties wish to confirm their commitment to contributing to the construction costs for the culinary institute;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AND COVENANT:

Section One. The Town of Bluffton's commitment: The Town of Bluffton held a special meeting on August 22, 2017. The Town of Bluffton pledged a commitment of \$500,000 of the Town of Bluffton's MCIP funds until April 28, 2028 conditioned on:

1. Beaufort County School District's current motion, which stated at the August 15th Beaufort County School District Board Meeting is to support the project at Buckwalter Place and pledge \$125,000 per year for 20 years with a cap of \$2.5 million to be used for debt service only; in turn TCL will provide a credit of \$125,000 annually on dual enrollment tuitions, is fulfilled;
2. Technical College of the Lowcountry (TCL) uses its best reasonable efforts to solicit pledges and support from third parties, such as Kroger, Sonesta, etc.;
3. Beaufort County Council approves the recommendation of its Finance Committee;
4. Technical College of the Lowcountry uses its best efforts to work with the Town of Bluffton to value engineer the construction and not have the cost of construction exceed \$300 per square foot.
5. Technical College of the Lowcountry agrees to consult with the Don Ryan Center on the business plan of the culinary arts program regarding at least innovation concepts.

Section Two. The School District's commitment: At the Beaufort County Board of Education August 15, 2017 meeting, the board voted in support of the culinary institute. The Board voted to:

1. Forego up to \$125,000 per year of MCIP funds for 20 years contingent upon an agreement for TCL to provide \$125,000 or more in services to Beaufort County k-12 students for an equal length of time.
2. If those services drop below that threshold, the agreement to contribute will be voided.
3. The above commitment is contingent on TCL obtaining commitments from all funding partners as needed levels presented to this board.

Section Three. The County's commitment: At the August 7, 2017 Beaufort County Council Finance Committee voted to support the TCL Culinary Institute. The Finance Committee voted to:

1. Recommend that the full County Council agree to extend the length of time of the Multi-County Industrial Park (MCIP) Intergovernmental Agreement (IGA) between Beaufort County and the Town of Bluffton; and
2. To commit Beaufort County's portion of the fee-in-lieu of taxes money generated from the MCIP to the Lowcountry Culinary Institute up to \$5,000,000; and
3. That the County's commitment would be contingent upon the balance being funded by other parties.

Subsequently, at the November 6, 2017 meeting of the County's finance committee, the finance committee affirmed its desire to commit \$5,000,000.00 from the MCIP IGA. Additionally, the finance committee voted to commit an additional \$3,243,000.00 of local hospitality tax funds to the construction of the culinary institute.

Section Four. It is the intention of the Town and the County to utilize MCIP fee in lieu of taxes revenue to meet the commitments expressed herein. And each shall provide for its commitment regardless of the expiration of the MCIP IGA.

Section Five. It is the intention of the School District to utilize revenues generated from the development of Buckwalter Place up to \$125,000.00 per year for twenty years, regardless of the expiration of the MCIP fee in lieu of taxes agreement.

Section Six. This Agreement constitutes the entire agreement between the Parties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to this subject matter, and neither Party is to be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement.

Section Seven. The Parties may execute this Agreement in original or by electronic or photostatic means, in multiple counterparts. Written consent or an agreement from each Party shall be evidenced by an ordinance or resolution of the governing body of each Party.

[Signatures to follow]

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Joshua A. Gruber, Interim County Administrator

WITNESSES:

TOWN OF BLUFFTON

By: _____

Marc Orlando, Town Manager

WITNESSES:

BEAUFORT COUNTY SCHOOL DISTRICT

By: _____

Dr. Jeffrey Moss, Superintendent

ORDINANCE NO. 2017 / ____

AN ORDINANCE ALLOCATING \$3,243,000.00 FROM LOCAL HOSPITALITY TAX FUNDS TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR A PORTION OF COST FOR CONSTRUCTION OF A LOWCOUNTRY CULINARY AND TOURISM CENTER

WHEREAS, the Technical College of the Lowcountry (TCL) seeks public funds for construction of a culinary institute and tourism center; and

WHEREAS, the hospitality industry has demonstrated a need for a trained workforce; and

WHEREAS, TCL has developed a business plan for the construction of and the operations and maintenance of a culinary institute and tourism center; and

WHEREAS, it appears that the Town of Bluffton has committed \$500,000.00 to the construction of the Lowcountry Culinary Institute and Tourism Center; and

WHEREAS, it appears the School District has committed the equivalent of \$2,500,000.00 in support for the construction of the Lowcountry Culinary Institute and Tourism Center; and

WHEREAS, the County has previously committed \$5,000,000.00 from revenues generated from the Buckwalter Place Multi-County Industrial Park fee-in-lieu revenues or revenues otherwise generated from the Buckwalter Place development; and

WHEREAS, TCL representatives have made diligent efforts and are committed to continue their efforts to secure funding from other municipalities and counties that they serve; and

WHEREAS, despite the diligent effort of TCL representatives there is still a shortfall of \$3,243,000.00; and

WHEREAS, an August 30, 2017 Attorney General opinion concluded that Local Hospital Tax Funds could be used for a culinary institute and tourism center; and

WHEREAS, the TCL business plan has been modified to include a culinary interpretative center that would be a tourist destination site and be served by the culinary institute and tourism center; and

WHEREAS, Beaufort County Council believes a culinary institute and tourism center with an interpretative center will provide for economic development by creating a unique tourist destination, and developing a competitive work force by preparing students for a career in the culinary arts; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens and visitors of Beaufort County, to provide support for the construction of a culinary arts institute and culinary interpretative center under the direction and management of the Technical College of the Lowcountry.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby allocates \$3,243,000.00 of Local Hospitality Tax Funds to the Technical College of the Lowcountry for the construction of the Lowcountry Culinary Institute and Tourism Center.

DONE this ____ day of _____, 2017.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Ashley Bennett, Clerk to Council

First Reading: November 13, 2017

Second Reading:

Public Hearing:

Third and Final Reading:

Ordinance 2017/

AN ORDINANCE ADDING CHAPTER 38, ARTICLE 6: SINGLE-USE PLASTIC BAGS TO THE BEAUFORT COUNTY CODE OF ORDINANCES TO ENCOURAGE THE USE OF REUSABLE CHECKOUT BAGS AND RECYCLABLE PAPER CARRYOUT BAGS AND BANNING THE USE OF SINGLE-USE PLASTIC BAGS FOR RETAIL CHECKOUT OF PURCHASED GOODS IN THE UNINCORPORATED AREAS OF THE COUNTY

Section 38-161 Purpose and Intent.

This chapter is adopted to improve the environment of the county by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods. Business establishments are encouraged to make reusable bags available for sale, to make recyclable paper carryout bags available for distribution and to continue offering bins for all recyclable products including but not limited to plastic products. This Ordinance does not impose a tax on the use of plastic products of any kind including but not limited to single use plastic bags.

Section 38-162 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- **Business Establishment.** Any commercial enterprise that provides carryout bags to its customers through its employees or independent contractors associated with the business. The term includes sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity, whether for profit or not for profit.
- **Single-Use Plastic Carryout Bag.** A bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases, which is made predominantly of plastic derived from either petroleum or a biologically-based source. "Single-use plastic carryout bag" includes compostable and biodegradable bags, but does not include reusable carryout bags.
- **Reusable Carryout Bag.** A carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:
 - (1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;
 - (2) Has a handle; except that handles are not required for carryout bags constructed out of recyclable paper with a height of less than 14 inches and width of less than eight inches; and

- (3) Is constructed out of any of the following materials:
 - (a) Cloth, other washable fabric, or other durable materials, whether woven or non-woven; or
 - (b) Recyclable plastic, with a minimum thickness of 2.25 mils;

- **Customer.** A person who purchases merchandise from a business establishment.

Section 38-163 Regulations.

- (A) No person may provide single-use plastic carryout bags at any county facility, county-sponsored event, or any event held on county property.
- (B) No business establishment within the unincorporated county limits may provide single use plastic carryout bags to its customers.
- (C) Business establishments within the county limits are strongly encouraged to provide prominently displayed signage advising customers of the benefit of reducing, reusing and recycling and promoting the use of reusable carryout bags and recyclable paper carryout bags by customers.
- (D) ~~All business establishments shall provide or make available to a customer reusable carryout bags or recyclable paper bags. (To mirror City of Beaufort's Proposed Ordinance.)~~

Section 38-164 Exemptions.

This chapter shall not apply to:

- (A) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste;
- (B) Bags provided by pharmacists or veterinarians to contain prescription drugs or other medical necessities;
- (C) Bags used by a customer inside a business establishment to:
 - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
 - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;
 - (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
 - (4) Contain unwrapped prepared foods or bakery goods; and
- (D) Bags of any type that the customer bring to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store.

Section 38-165 Penalties.

- (A) Any business establishment that violates or fails to comply with any of the provisions of this chapter after a written warning notice has been issued for that violation shall be deemed guilty of a misdemeanor. The penalty shall not exceed \$100 for a first violation; \$200 for a second violation within any 12-month period; and \$500 for each additional violation within any 12-month period. Each day that a violation continues will constitute

- a separate offense.
- (B) In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.
- (C) Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the county by restraining order, preliminary and permanent injunction, or other means provided for by law, and the county may take action to recover the costs of the nuisance abatement.

Section 38-166 Effective Date and Review.

- (A) The provisions of this Chapter shall take effect 8 months from the date County Council enacts this Ordinance provided that the same or a substantially similar Ordinance has been adopted by every municipality in Beaufort County. If the same or substantially similar Ordinance has not been adopted by every municipality in Beaufort County on the date County Council adopts this Ordinance, then this Ordinance shall take effect on the date the last municipality does adopt such an Ordinance.
- (B) Provided this Ordinance takes effect, the County will implement a program to evaluate the success of this Chapter by soliciting input, including statistical data, from all parties and organizations with an interest in this legislation. County Council will review the evaluation three (3) years from the date this Ordinance goes into effect.

Adopted this _____ day of _____, 201____.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Ashley M. Bennett, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

ORDINANCE

AN ORDINANCE TO CREATE A NEW PART 6 CHAPTER 6 OF THE CITY CODE OF ORDINANCES, AND ADOPT BY REFERENCE THE BEAUFORT COUNTY ORDINANCE CHAPTER 38, ARTICLE 6, PERTAINING TO THE REGULATION OF SINGLE-USE PLASTIC BAGS

WHEREAS, City Council desires to adopt by reference Beaufort County Ordinance Chapter 38, Article 6 titled “Single Use Plastic Bags” for the purpose of providing for the health, safety and general welfare of the residents and visitors of the City, with the exception of Section 38-163(D) requiring all business establishments to provide to customers reusable carryout bags or recyclable paper bags; and,

WHEREAS, Beaufort City Council and Beaufort County desire to have a consistent single use plastic bag regulation ordinance throughout Beaufort County in order to better ensure the health, safety and general welfare of the residents and visitors to the City, the Towns and Beaufort County; and,

WHEREAS, it is the hope of Beaufort City Council that other municipalities in Beaufort County will likewise adopt this ordinance in order to provide for uniform regulation of single use plastic bags in Beaufort County:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, as follows:

Section 1: Amendment.

- A. There is created a new Part 6 Chapter 6 of the City of Beaufort Code of Ordinances, comprised of Beaufort County Ordinance Chapter 38, Article 6 (Single Use Plastic Bags), which is hereby adopted by reference, with the exception of Section 38-163(D) requiring all business establishments to provide to customers reusable carryout bags or recyclable paper bags. A copy of the County ordinance is hereby made a part of this chapter as fully and completely as if the same were set forth herein verbatim. A copy of the County ordinance is on file in the office of the municipal clerk, and is attached hereto as Exhibit A for the language of the new ordinance.

Section 2: Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision, and such holding shall not affect the validity of the remaining portions thereof.

This ordinance shall become effective immediately upon adoption.

(SEAL)

Attest:

BILLY KEYSERLING, MAYOR

IVETTE BURGESS CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY