

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

STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION
Tuesday, May 28, 2019
6:00 p.m.
Conference Room, Buckwalter Recreation Center,
Buckwalter Regional Park, 905 Buckwalter Pkwy, Bluffton

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman 6:00 p.m.
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Chairman Rodman
3. **APPROVAL OF AGENDA**
4. **RECOGNITIONS**
 - A. **BJH Comprehensive Health** - Councilman Glover
5. **CITIZEN COMMENTS** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes and comments must pertain to items on the Agenda.]*
6. **CONSENT AGENDA**
 - A. **Approval of Minutes**
 1. May 13, 2019 Caucus (backup)
 2. May 13, 2019 Regular Session (backup)
 - B. **Items Originating from the Public Facilities Committee – Councilman Flewelling**
 1. **Appointments and Reappointments to Boards and Commissions**
 - a. Brian Winslow to Beaufort County Transportation Committee
 2. **Third and final reading of an ordinance authorizing the County Administrator to execute a (30) year lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park** (backup)
 1. Consideration of third and final reading May 28, 2019
 2. Public Hearing on May 13, 2019
 3. Second reading approved on May 13, 2019 / Vote 10:0
 4. First reading approved on April 22, 2019 / Vote 10:0
 5. Public Facilities Committee recommended approval on April 1, 2019 / Vote 11:0



3. Third and final reading of an ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms (backup)

1. Consideration of third and final reading on May 28, 2019
2. Public Hearing on May 13, 2019
3. Second reading approved on May 13, 2019 / Vote 10:0
4. First reading approved on April 22, 2019 / Vote 10:0
5. Public Facilities Committee recommended approval on April 1, 2019 / Vote 11:0

4. First reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County (backup)

1. Consideration of first reading on May 28, 2019
2. Public Hearing – Monday, June 10, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0

5. First reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site” (backup)

1. Consideration of first reading May 28, 2019
2. Public Hearing – Monday, June 10, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public Facilities Committee recommended approval on April 1, 2019 / Vote 6:1

6. First reading of an ordinance authorizing approval of a lease agreement for The Lind Brown Center (backup)

1. Consideration of first reading May 28, 2019
2. Public Hearing – Monday, June 10, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0

7. A resolution establishing priorities for the Pathways Projects (backup)

Resolution Title: *A Resolution Establishing Priorities for the Pathways Projects using the 2018 One Cent Sales Tax Referendum Funds.*

1. Consideration of adoption on May 28, 2019
2. Public Facilities Committee recommended adoption on May 6, 2019 / Vote 10:0

C. Items Originating from the Community Services Committee – Councilman McElvynn

1. Appointments and Reappointments to Boards and Commissions

- a. John Thacker to Disabilities and Special Needs Board
- b. James Morrall to Library Board

2. Consideration of contract award / transportation services for Beaufort County Disabilities and Special Needs Department to Owl, Inc. for \$283,140 (backup)

1. Consideration of Approval on May 28, 2019
2. Community Services Committee recommended approval on May 20, 2019 / Vote 8:0

D. Items Originating from the Natural Resources Committee – Councilwoman Howard

1. **Third and final reading of text amendments to the Community Development Code (cdc): Article 4, Section 4.1.190 Recreation Facilities: Campgrounds** (backup)
 1. Consideration of third and final reading on May 28, 2019
 2. Public Hearing on May 13, 2019
 3. Second reading approved on May 13, 2019 / Vote 10:0
 4. First reading approved on December 10, 2018 / Vote 10:0
 5. Natural Resources Committee recommended approval on November 19, 2018 / Vote 4:0
2. **First reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)** (backup)
 1. Consideration of first reading May 28, 2019
 2. Public Hearing – Monday, June 10, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Natural Resources Committee recommended approval on May 20, 2019 / Vote 7:1
3. **A resolution to reserve funding for public access and passive recreation projects on Rural and Critical Land Preservation Program Passive Park** (backup)
 1. Natural Resources Committee recommended approval on May 20, 2019 / Vote 8:0

E. Items Originating from the Finance Committee – Councilman Passiment

1. **Third and final reading of an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million** (backup)

Ordinance Title: *An ordinance authorizing the issuance and sale of general obligation Bonds, series 2019b, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not to exceed \$11,275,000; fixing the form and details of the bonds; authorizing the County Administrator or her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto.*

 1. Third and final reading on May 28, 2019
 2. Public Hearing on May 13, 2019
 3. Second reading approved on May 13, 2019 / Vote 10:0
 4. First reading approved on April 22, 2019 / Vote 10:0
 5. Finance Committee recommended approval on April 1, 2019 / Vote 10:0

7. NON-CONSENT AGENDA

A. Public Hearings and Second Readings

1. **Public Hearing and Second Reading of an ordinance authorizing approval of two lease agreements for Crystal Lake Park** / Councilman Flewelling (backup)
 1. Public Hearing on May 28, 2019
 2. Consideration of second reading on May 28, 2019
 3. First reading approved on May 13, 2019 / Vote 10:0
 4. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0

2. **Public Hearing and Second Reading of an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan** / Councilman Rodman ([backup](#))

1. Public Hearing on May 28, 2019
2. Consideration of second reading on May 28, 2019
3. First reading approved on May 13, 2019 / Vote 10:0
4. Executive Committee recommended approval on May 13, 2019 / Vote 9:0

- B. **Settlement of Malind Bluff litigation and first reading of an amendment to the 2008 development agreement and PUD** ([backup](#))

1. Consideration of first reading May 28, 2019
2. Public Hearing – Monday, June 10, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort

8. **DISCUSSION AND ACTION ITEMS**

A. **Committee Reports**

Prior Meetings

1. Community Services (May 20, 2019)
2. Natural Resources (May 20, 2019)

Upcoming Meetings

1. Finance Committee (June 3, 2019)
2. Public Facilities Committee (June 3, 2019)
3. Executive Committee (June 10, 2019)

9. **CITIZEN COMMENTS**

10. **ADJOURNMENT**

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
CAUCUS**

May 13, 2019

ECR, Administrative Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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

Attendance

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Brian Flewelling, York Glover, Chris Hervochon, Mark Lawson, Alice Howard, Gerald Dawson and Lawrence McElynn.

Absent: Joe Passiment

Call to Order

Chairman Rodman called the meeting to order at 4:35 p.m.

Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

Approval of Agenda

It was moved by Councilman Flewelling, seconded by Councilman Covert that Council approve the agenda to include discussion of retreat objectives. The vote: YEAS: Councilman Flewelling, Councilman Hervochon, Councilman Dawson, Councilman Glover, Councilman Lawson, Councilman Covert, Councilman McElynn, Councilman Sommerville and Councilman Rodman. Councilwoman Howard did not vote. The motion passed.

Citizen Comments

There were no comments.

Executive Session

It was moved by Councilman Covert, seconded by Councilman Flewelling to go immediately into executive session. The vote: YEAS: Councilman Flewelling, Councilman Hervochon, Councilman Dawson, Councilman Glover, Councilman Covert, Councilman Lawson, Councilwoman Howard,

Councilman McElynn, Councilman Sommerville and Councilman Rodman. The motion passed. Executive session started at 4:38pm.

Matters Arising Out of Executive Session

No matters to discuss.

Adjournment

The meeting adjourned at 6:17pm

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION**

May 13, 2019

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

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

Attendance

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Chris Hervochon, York Glover, Alice Howard, Lawrence McElynn, Michael Covert, Brian Flewelling, Mark Lawson and Gerald Dawson.

Absent: Joe Passiment

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:21 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION – COUNCILMAN MARK LAWSON

APPROVAL OF AGENDA

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn that Council approve the agenda to include an item coming out of executive session. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

RECOGNITIONS

Mr. Phil Foot recognized South Carolina Paramedic of the year, Angie Stewart.

Councilman Sommerville recognized Lowcountry Jaycees on behalf of Adopt-A-Highway.

PRESENTATION / REGIONAL EARTH DAY

Mr. David Wilhelm, Director of Public Works, gave a presentation on the April 22, 2019 Regional Earth Day Clean-up event.

Ashley Jenkins went through a PowerPoint presentation highlighting sponsors and a promotional video advertising the event.

Artrell Horne stated volunteers in Beaufort County picked up 25,000 pounds of litter. 47,500 pounds of litter was picked up regionally.

Mr. Wilhelm stated he was working towards making it a statewide event next year.

PROCLAMATION / SEISMIC TESTING AND OFFSHORE DRILLING

Councilman Sommerville presented a Proclamation on behalf of Beaufort County Council opposing seismic testing and offshore drilling activities.

CITIZEN COMMENTS

Katy Schaefer with the Coastal Conservation League spoke in reference to supporting the Counties Offshore drilling proclamation and stated this was a great example of strong leadership.

Skip Hoagland spoke in reference to tax fraud involving non-profit chambers and is requesting that the County Administrator provide him the A-Tax FOIA information he is requesting.

CONSENT AGENDA

A. Approval of Minutes

1. April 22, 2019 Caucus
2. April 22, 2019 Regular Session

B. Appointments and Reappointments to Boards and Commissions

Recommendations Public Facilities Committee, April 2019

1. County Transportation Committee
 - b. Appointment – Brian Winslow

C. Third reading of an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Fredrick Heritage Preserve

Ordinance Title: *An ordinance authorizing the County Administrator to execute the lease agreement with the South Carolina Department of Natural Resources (SCDNR) for the Fort Fredrick boat landing*

D. Third reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Lost Hollow Business Park Zoning Change from T4HCO (Hamlet Center Open) to T2RC (Rural Center)

Ordinance Title: *Southern Beaufort County Zoning Map Amendment for Changing the zoning of R600 039 000 0204 0000, R600 039 000 0198 0000, R600 039 000 0186 0000, R600 039 000 0167 0000, R600 039 000 0853 0000, R600 039 000 0854 0000, R600 039 000 0855 0000, R600 039 000 0856 0000, R600 039 000 0857 0000, and R600 039 000 0858 0000 from T4HCO to T2RC*

E. First reading of an ordinance authorizing approval of two lease agreements for Crystal Lake Park

Ordinance Title: *An ordinance authorizing approval of two lease agreements for Crystal Lake Park*

F. First reading of an ordinance regarding the denial of a Southern Beaufort County map amendment (zoning change of 175 Fording Island Rd. Bluffton)

Ordinance Title: *An ordinance regarding the denial of a Southern Beaufort County map amendment (zoning change of 175 Fording Island Rd. Bluffton)*

G. A resolution authorizing the expenditure of the 2006 One Cent Transportation sales tax funds on certain projects

Resolution Title: *A resolution authorizing the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds*

H. A resolution authorizing the County Administrator to execute a management agreement for North Williman and Buzzard Islands with the State of South Carolina Department of Natural Resources

Resolution Title: *a resolution authorizing the County Administrator to execute a management agreement for North Williman and Buzzard Islands with the State of South Carolina Department of Natural Resources*

I. Budget increase with 5% contingency included for the design, build, bid of the Shanklin Road EMS Station

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Council approve the consent agenda consisting of the April 22, 2019 caucus and regular session minutes, appointment of Brian Winslow to the County Transportation Committee and approval of consent agenda items C-I. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

TIME-SENSITIVE ITEMS

A. Change of scope to impact fee study

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Council approve the change of scope to the impact fee study. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

B. Contract Award for Bluffton Township Fire District Station 38 and Emergency Operations Center Construction Project

Motion: It was moved by Councilman Covert, seconded by Councilman Flewelling that Council approve the Frazier Construction bid for roughly 3.5 million plus a 10 percent contingency. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman

Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

C. First reading of an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan.

Ordinance Title: *An ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan*

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Council approve amending Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

NON-CONSENT AGENDA

A. Public hearing and second reading of an ordinance to enter into a lease agreement between the County and City of Beaufort for the use, maintenance and management of Whitehall Park

Ordinance Title: *An ordinance authorizing the county administrator to execute a thirty (30) year lease agreement with the City of Beaufort for Whitehall Park*

Chairman Rodman opened the floor for a public hearing on an ordinance to enter into a lease agreement with the City of Beaufort for the use, maintenance and management of Whitehall Park.

No one came forward

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert that Council approve an ordinance to enter into a lease agreement with the City of Beaufort for the use, maintenance and management of Whitehall Park. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

B. Public hearing and second reading of an ordinance granting an access easement to Duncan Farms

Ordinance Title: *An ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms*

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Council approve an ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms.

Chairman Rodman opened the floor for a public hearing on an ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms.

No one came forward

Chairman Rodman closed the public hearing.

The Vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

C. Public hearing and second reading of an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million

Ordinance Title: *An ordinance authorizing the issuance and sale of general obligation Bonds, series 2019b, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not to exceed \$11,275,000; fixing the form And details of the bonds; authorizing the County Administrator or her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto*

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn that Council approve an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million

Chairman Rodman opened the floor for a public hearing on an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million.

No one came forward

Chairman Rodman closed the public hearing.

The Vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

D. Public hearing and second reading of text amendments to the Community Development Code (cdc): Article 4, Section 4.1.190 Recreation Facilities: Campgrounds (to provide distinctions between primitive, semi-developed, and developed campgrounds)

Motion: It was moved by Councilwoman Howard, seconded by Councilman McElynn that Council approve text amendments to the Community Development Code (cdc): Article 4, Section 4.1.190 Recreation Facilities: Campgrounds (to provide distinctions between primitive, semi-developed, and developed campgrounds).

Chairman Rodman opened the floor for a public hearing regarding text amendments to the Community Development Code (cdc): Article 4, Section 4.1.190 Recreation Facilities: Campgrounds (to provide distinctions between primitive, semi-developed, and developed campgrounds).

No one came forward

Councilman Glover inquired about a clause related to putting a campsite next to another campsite.

Mr. Greenway stated his staff could look into adding distance requirements.

Councilman Covert asked if this would have any effect on Scratch Golf / Hilton Head National.

Mr. Greenway stated if the ordinance was passed, Hilton Head RV Resort would be a non-conforming, legal use under this new ordinance. It would be allowed, but the ability to expand would be limited under the new code.

The Vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed.

Discussion and Action Items

A. Committee Reports

Finance Committee, Vice-Chairman Chris Hervochon

The committee has been receiving diligently working through the budget process and putting together a good product.

Public Facilities Committee, Chairman Brian Flewelling

Dealt with several issues tonight and have another stack that will come forward at the next council meeting.

Executive Committee, Chairman Stu Rodman

Discussed the memo council and it has to do with the relationship between Council and the Administrator.

Discussed a sheet relating to things Council has to deal with from a parliamentary standpoint and reviewed a council retreat priority sheet.

Community Services Committee, Chairman Larry McElynn

Discussed the two issues that are going to be discussed at the upcoming meeting particularly wait times at voter polls.

There will also be a presentation on Disabilities and special needs projects.

Natural Resources Committee, Chairwoman Alice Howard

The upcoming meeting will encompass Rural and Critical Lands board acquisitions.

Discussions about parcels on Beach City Road.

Discussion of St. James Baptist Church relocation progress.

Short Term Rental amendment.

Governmental Committee, Chairman Paul Sommerville

There will not be a Governmental Committee meeting in May.

ITEMS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Councilman Sommerville, seconded by Councilman Flewelling that County Council instruct the County Attorney to write a letter to the lessee of the Old County Courthouse building instructing the lessee to come into compliance by removing any other occupants other than the St. Helena Foundation.

Councilman Sommerville stated anyone that occupies county owned buildings has to come before Council and get permission if they wish to sublet. There was a no sublet clause in the lease with St. Helena Foundation.

Councilman Rodman spoke against the motion and in support of the Heritage Foundation and the good job Mayor Keyserling is doing promoting the Reconstruction Era. Does not want to kick him out of a room that is not being used.

Councilman McElynn stated since the current lease will not allow sublet is there another way to allow the Mayor to use that property.

Councilman Lawson stated he was voting against it because there is only a year left on the lease that's there now and they will be moving out at that point and he doesn't believe it's considered subletting unless there's money being exchanged which he doesn't think there is.

Councilman Sommerville stated there is money being exchanged.

Councilman Lawson said he has not seen the memorandum regarding money being exchanged.

Councilman Glover stated his impression is that any money being exchanged is to help cover the cost of the operation there and would be more in favor of the motion if there was a time limit allowing us enough time to evict before the actual lease was up.

Mr. Keaveny stated the motion requires the tenant to not allow any other entity to occupy the space and to become compliant immediately.

Councilman Flewelling stated Council has made what is really a simple problem complicated. The County has a lease with one party and they allowed another party to occupy a part of the property. There is no doubt the reconstruction monument is an important thing but there are other places they can occupy and they need to leave.

The Vote: YEAS Councilman Hervochon, Councilwoman Howard, Councilman Sommerville, Councilman McElynn, and Councilman Flewelling. NAYS: Councilman Glover, Councilman Rodman, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion fails.

Citizen Comments

Skip Hoagland spoke directly to Chairman Rodman and asked why he is not demanding a forensic audit on the illegally operated DMO's and Chambers.

Adjournment

The meeting adjourned at 7:29 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

SCE&G

Council Committee:

Public Facilities

Meeting Date:

May 6, 2019

Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Granting an easement to SCE&G for Technical College of the Lowcountry ("TCL") South Campus .

Points to Consider:

Beaufort County owns the land located at 100 Community College Drive where the Technical College of the Lowcountry ("TCL") South Campus is located. TCL is upgrading their facilities which requires installation of gas pipelines. Since the land is owned by the County, SCE&G needs to acquire an easement from Beaufort County to install the requested gas pipeline.

Funding & Liability Factors:

No funding necessary.

Council Options:

Grant or deny easement to SCE&G for TCL South Campus.

Recommendation:

Grant Easement to SCE&G.

Ordinance No. 2019/_____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A
UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT
COUNTY**

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 020 000 1356 0000 located on the North side of SC Hwy 278 (also known as West Fording Island Road) at 100 Community College Drive and being the same property conveyed to Beaufort County by Del Webb Communities, INC recorded October 12, 2004 in Deed Book 2034 at Page 2105 in the office of the Register of Deeds for Beaufort County South Carolina and more particularly shown as “Exhibit “A” pages 1 and 2; and

WHEREAS, Technical College of the Lowcountry owns and operates educational facilities located on the County Parcel; and

WHEREAS, Technical College of the Lowcountry desires to upgrade their educational facilities with gas pipelines which requires conveyance of an easement to South Carolina Electric and Gas Company (“SCE&G”) ; and

WHEREAS, SCE&G, has requested that Beaufort County grant the aforementioned easement across portions of the County’s property; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached document entitled “Easement # 898903”; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL
AS FOLLOWS:**

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on the attached document entitled “Easement # 898903”; and
- (2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the pipeline construction and installation occur as agreed upon by the County and SCE&G.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, County Attorney

ATTEST:

Sarah Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

Easement # 898903

INDENTURE, made this _____ day of _____, 2019 by and between **Beaufort County, South Carolina** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **SOUTH CAROLINA ELECTRIC & GAS COMPANY**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement of the width of Ten (10) feet, being Five (Five) feet on either side of the center of the pipeline, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line. Grantee and Grantor shall mutually agree upon the route, under, upon, over, through and across a portion of the lands of Grantor situate in the County of **Beaufort**, State of South Carolina described as follows: Being a tract or lot of land containing **32.44 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Del Webb Communities, Inc.**, dated or recorded **10/12/2004**, and filed in the Register of Deeds office for **Beaufort** County in Deed Book **2034** at Page **2105**.

All that certain piece and parcel of land being designated as Parcel A2-6 as shown in Plat Book 102 at Page 14, being bounded on the north by the Jasper County Boundary Line; on the east by lands N/F of Sun City; on the south by Hwy US 278 and on the west by Tram Road.

The easement will be for the gas facilities more fully shown on Exhibit "A", attached hereto and made a part hereof, as reference only. The location and installation of all gas lines will be approved by the Grantor by the signing of a SCE&G Drawing.

TMS: R600 020 000 1356 0000

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary or desirable and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe lines shall be borne by Grantee.

Grantor agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe lines.

Reserving, however, to Grantor the right to use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Signature Pages Following

Easement # 898903

GRANTOR: Beaufort County, South Carolina

1st Witness

By: _____ (SEAL)

Print: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, As _____ of **Beaufort County, South Carolina**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, **2019.**

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

EASEMENT GRANT TO
SOUTH CAROLINA ELECTRIC & GAS COMPANY
Line: **100 Community College Drive**
County: **Beaufort**
R/W File Number: **23135**
Grantor(s): **Beaufort County, South Carolina**
Return to: SCE&G, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

Easement # 898903

GRANTEE: South Carolina Electric & Gas Company, a
South Carolina corporation

1st Witness

By: _____ (SEAL)

Print: Daniel F. Kassis

2nd Witness

Title: Vice President of Customer Relations and Renewables

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Charleston**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named Daniel F. Kassis, As Vice President of Customer Relations and Renewables of **South Carolina Electric & Gas Company, a South Carolina corporation**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, **2019**.

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

EASEMENT GRANT TO

SOUTH CAROLINA ELECTRIC & GAS COMPANY

Line: **100 Community College Drive**

County: **Beaufort**

R/W File Number: **23135**

Grantor(s): **Beaufort County, South Carolina**

Return to: SCE&G, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

EXHIBIT "A" Page 1

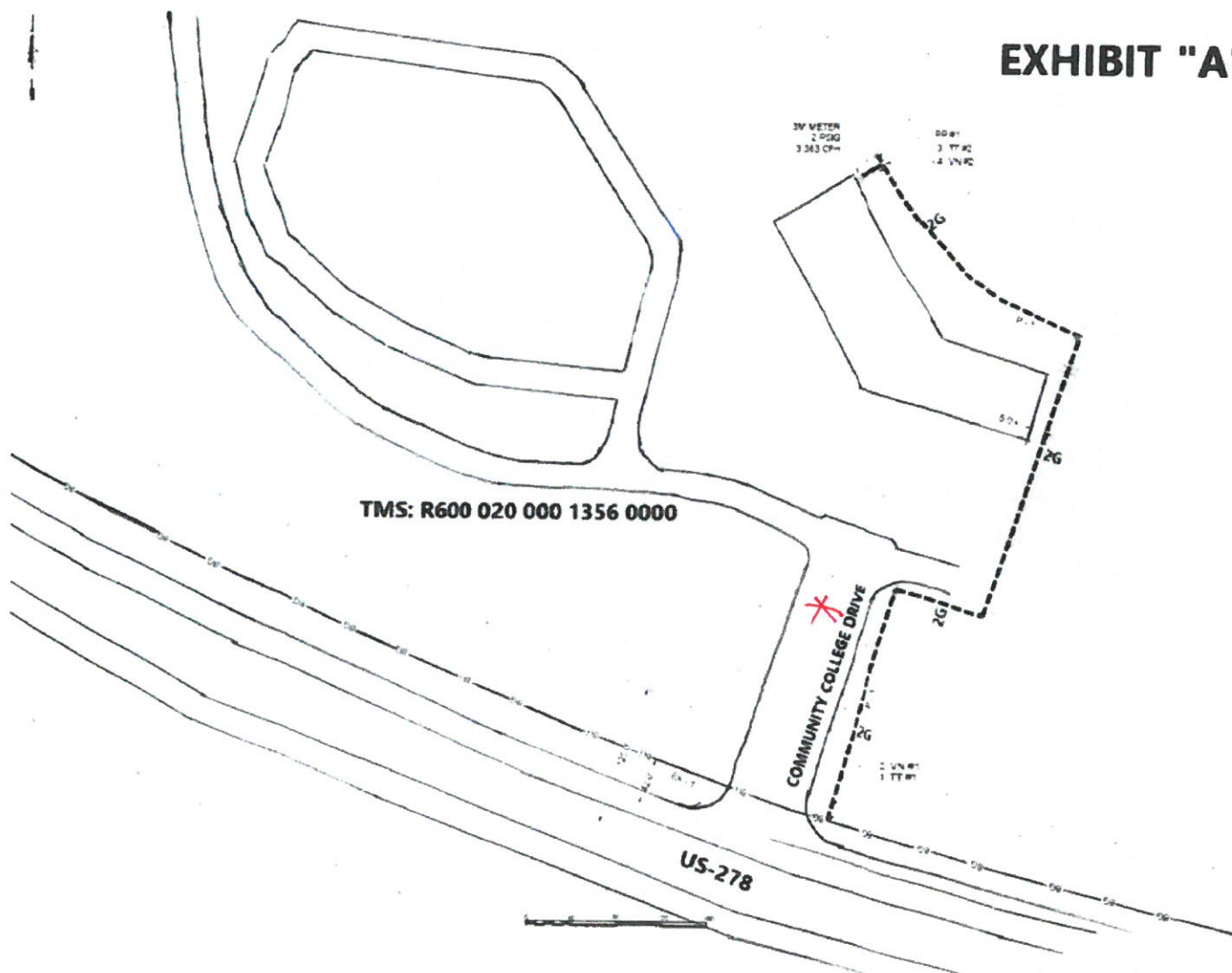
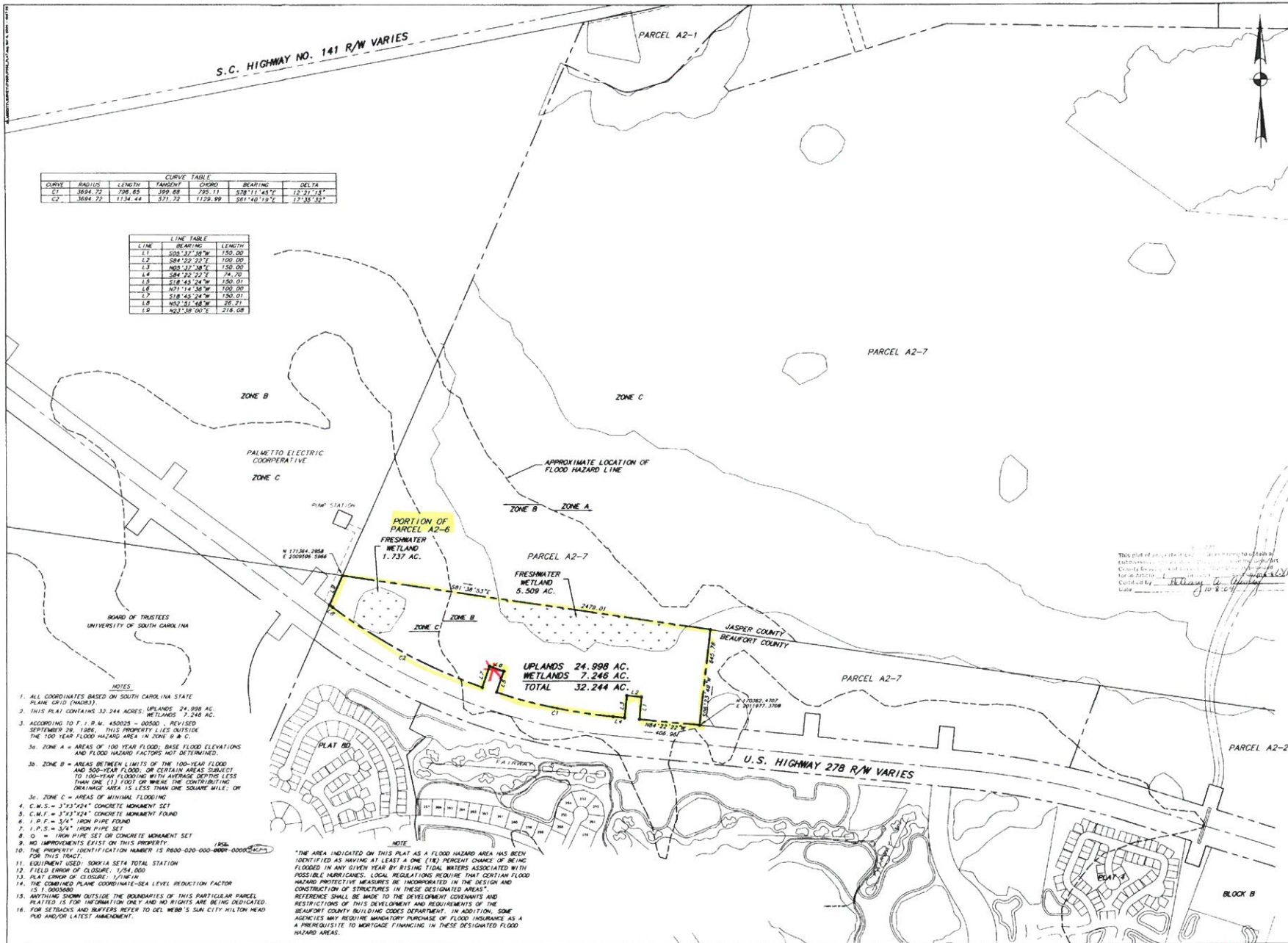


Exhibit "A" page 2



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	3694.72	798.65	399.88	795.11	S78°11'45"E	12°21'18"
C2	3694.72	1734.14	877.12	1729.99	S81°40'19"E	17°38'32"

LINE	BEARING	LENGTH
L1	S09°32'38"W	150.00
L2	S84°22'22"E	100.00
L3	S03°32'38"E	150.00
L4	S84°22'22"E	74.70
L5	S18°45'24"W	150.00
L6	N07°14'38"W	100.00
L7	S18°45'24"W	150.00
L8	S03°32'38"E	30.21
L9	S03°38'00"E	218.08



VICINITY MAP (NOT TO SCALE)



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND METS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED HEREON.

BRUCE YOUNG
S.C. REG. LAND SURVEYOR
LICENSE NO. 11079

NO.	REVISION	BY	DATE

ACREAGE TABLE	
UPLANDS	24.998 AC.
WETLANDS	7.246 AC.
TOTAL	32.244 AC.

A 32.244 ACRE PORTION OF PARCEL A2-6

Del Webb's Sun City Hilton Head

TOWN OF BLUFFTON
BEAUFORT & JASPER COUNTIES,
SOUTH CAROLINA
PREPARED FOR:
DEL WEBB COMMUNITIES, INC.

BEAUFORT COUNTY SC: ROD
BK 00102 PG 0014
FILE NUM 200403211
10/12/2004 10:06:15 AM
REC'D BY B BING RCP#1280217
RECORDING FEES 10.00

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
NO. 1000 CHANDLER BLVD., P.O. BOX 8787
SAVANNAH, GA 31407 / (912) 234-6300
www.thomas-hutton.com

SCALE: 1" = 300'

SCALE 1" = 300'
FILE 2-17055
PLAT DATE 8-27-04
DRAWN BY L.P.D.
REVIEWED BY L.P.D.
APPROVED BY B.L.Y.
PARTY CHIEF A.H.

SHEET 1 OF 1



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

County-Graves Pepperhall Lease Agreement

Council Committee:

Public Facilities (April 1, 2019)

Meeting Date:

May 13, 2019

Committee Presenter (Name and Title):

Stefanie Nagid, Passive Parks Manager

Issues for Consideration:

A lease agreement for 2.976 acres of the County-owned Okatie River Park.

Points to Consider:

1) A barn/house are located on the County-owned park property and are currently being occupied by a Graves family member. 2) No lease agreement is currently in effect. 3) The County has approved an MOU and Development Agreement with Robert Graves, which states that a family member may occupy the building until such time as construction for park improvements begin and that a lease will be entered into between the County and Graves.

Funding & Liability Factors:

1) The lease would provide \$1 per year to the County and Graves will maintain the identified property. 2) This funding will be deposited in the Passive Parks operating/maintenance account (#45020001).

Council Options:

1) Approve the lease agreement as written, 2) Approve the lease agreement with revisions, 3) Do not approve the lease agreement

Recommendation:

Approve the lease agreement as written and authorize the County Administrator to execute.

ORDINANCE 2019/ ____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO LEASE A PORTION OF THE OKATIE RIVER PARK PROPERTY COMMONLY KNOWN AS THE “BARN SITE”

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 8th day of January, 2014, purchased a portion of a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R603 021 000 004A 0000 from Robert L. Graves, Sr., and;

WHEREAS, a portion of the above referenced parcel includes a 2.976 acre portion with a barn commonly referred to as the “Barn Site”; and

WHEREAS, Beaufort County and Robert L. Graves, Sr. entered into a Development Agreement approved by County Council on December 10, 2018, and;

WHEREAS, as part of the consideration of the above referenced Development Agreement, the parties agreed that a portion of the purchased parcel of land would be leased back to Robert L. Graves, Sr. until the County commences construction of the Okatie River Park, and;

WHEREAS, in consideration of leasing the Barn Site back to Robert L. Graves, Sr., he has agreed to maintain the leased premises as stipulated in the lease agreement; and

WHEREAS, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Barn Site to Robert L. Graves, Sr. until such time as improvements to the Okatie River Park begin.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary to lease a 2.976 acre portion of the Okatie River Park, Parcel Number 603 021 000 004A 0000, the portion known as the Barn Site to Robert L. Graves, Sr., hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, County Attorney

ATTEST:

Sarah Brock, Clerk to Council

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Public Facilities Committee discussion and recommendation to Council occurred April 1, 2019

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

RECITALS

WHEREAS, Beaufort County (“County”), pursuant to that certain purchase agreement dated the 8th day of January, 2014, purchased a parcel of land identified in the records of the Office of the Assessor for Beaufort County, South Carolina as R603 021 000 004A 0000 (also known as the Okatie River Park Tract) from Robert L. Graves, Sr. (“Graves”), and;

WHEREAS, County and Graves later entered into a Joint Development Agreement (“JDA”), approved by County Council on December 10, 2018, which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 4, 2019 in Book 3735 at Pages 1-1362;

WHEREAS, the JDA provided the mutual considerations for the County’s development and operation of its Okatie River Park (of which the “Barn Site”, identified below) is a part, and for Graves’ development and operation of his adjacent Pepper Hall; and

WHEREAS, as part of the considerations of the JDA, the parties agreed that a portion (the “Barn Site”, as defined in Exhibit D of the JDA) of the Okatie River Park Tract would be leased back by the County to Graves, until the County commences construction of the Okatie River Park, at which time, upon ninety (90) days written notice from the County, to Graves, the lease would terminate, and;

WHEREAS, the JDA’s Section 4.D. required that the “lease payment will be \$1.00 per year with the requirement that (Graves) continue the insurance and maintenance practices on the Barn Site to the extent provided by (Graves) since the County purchased the Okatie River Park Tract in early 2014; and

WHEREAS, since early 2014 (and before), Graves, voluntarily and at his personal expense, has provided insurance on the Barn Site (and at times over the whole Okatie River Park Tract), with the County as an Additional Insured, and copies of certificates for such insurance coverages have been provided to County, and;

WHEREAS, since early 2014 (and before), Graves, voluntarily and at his personal expense, has provided maintenance to the Barn Site, and the Okatie River Park Tract, in the form of periodic grass mowing; debris and dead tree removal; limbing and shaping of trees, brush, etc.; causeway repairs; lake maintenance; spillway maintenance and repairs, preservative maintenance on the barns, including the second-floor barn apartment; etc., and

WHEREAS, County acknowledges the substantial contribution that has been made by Graves, through the voluntary actions and expenses described above, to provide management of the storm water impacting the Okatie River, so that its protection has been greatly enhanced; and

WHEREAS, since early 2014 (and before), Graves, voluntarily and at his personal expense, has paid for utility service to the Barn Site; and

WHEREAS, prior to the County's acquisition of the Okatie River Park Tract, Graves has possessed the Barn Site, and since early 2014 (and before) has provided for a member of his family, and her family, to reside in the residential apartment of the Barn Site, and/or has allowed a Graves' employee (and his/her family) to reside there; and

WHEREAS, to implement the JDA, Graves and the County have agreed for Graves to so lease and sublet the Barn Site from the County, on the terms and conditions required by the JDA, retroactively effective to December 10, 2018 when the JDA was approved by Beaufort County Council, all as so memorialized as set forth below.

NOW THEREFORE, in consideration of the JDA, and the mutual promises, obligations and agreements therein and herein set forth, this Lease Agreement (hereinafter referred to as "Lease") is made and entered into as of the 10th day of December, 2018, by and between Beaufort County, a political subdivision of the State of South Carolina, hereinafter referred to as "County" and having a mailing address of County of Beaufort, Attention: Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and Robert L. Graves, Sr., hereinafter referred to as "Graves" and having a mailing address of P.O. Box 5818, Hilton Head Island, SC 29938.

NOW, THEREFORE, the County leases to Graves the below-described premises, retroactively effective as of December 10, 2018, upon the following terms and conditions:

1. INCORPORATION OF RECITALS AND PREAMBLE

The above-stated Recitals and Preamble are here fully incorporated into this Lease, the same as if fully set forth herein.

2. DESCRIPTION OF LEASED PREMISES ("Premises")

Property Description which is that certain 2.976 acre portion (including barns with a residential apartment above, and other improvements) of said Parcel R603 021 000 004A 0000, as described in Exhibit D of the JDA.

3. TERM

The term of this Lease shall commence as of the 10th day of December, 2018 and continues until the County commences construction of the Okatie River Park, at which time, upon ninety (90) days written notice from the County to Graves, the Lease will terminate.

4. RENT

Graves agrees to pay, without demand, to the County as rent for the Premises, the sum of One Dollar (\$1.00) per year, in exchange for considerations and obligations as outlined heretofore. In addition, Graves will continue the said insurance and maintenance practices on the Barn Site, throughout the Term hereof.

5. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES**

Graves shall be responsible for arranging for and paying all utility services required on the Premises.

6. **COMPLIANCE WITH LAWS**

Graves shall not change any existing use of the Premises which would, by such change become unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or materially increase the cost of any insurance maintained on the Premises by the County for the present uses and occupancy of the Premises.

7. **CONDITION OF THE LEASED PREMISES**

Graves is fully familiar with the physical condition of the Premises, including but not limited to the residence, sheds, barns, and other out-buildings and structures located thereon. The County has made no representation in connection with the Premises and shall not be liable for any patent or latent defects therein; provided however, that if such patent or latent defects render the Premises uninhabitable for the purposes of this Lease, Graves may at his option, and upon written notice to County, terminate this Lease.

8. **USE OF PRMEISES**

The Premises shall be used and occupied by Graves and/or Graves's daughter and family, or an employee and family (such as a person or persons employed by Graves) exclusively as a private single family residence and neither the Premises nor any part thereof shall be used at any time during the term of this lease by such person(s) for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, all subject to the following: nevertheless, Graves' daughter may use the Premises for hosting small gatherings for weddings, organizations like Ducks Unlimited, etc., as she has done in the past, in which only a small fee is charged, provided the County is insured for same as an Insured or Additional Insured.

9. **GRAVES' OBLIGATIONS**

Except as may result from and/or be prevented by *force majeure*, such as fire, storms, hurricanes, earthquakes, etc., Graves agrees and shall maintain the Premises during the term of this Lease and any extensions hereof as follows:

- A. Comply with all obligations primarily imposed upon Graves by applicable provisions of building and housing codes materially affecting health and safety.
- B. Keep the dwelling unit and that part of the Premises that he uses reasonably safe and clean.
- C. Dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner.

- D. Keep all plumbing fixtures in the Premises' residential apartment, or used by Graves, reasonably clean and in working order.
- E. Use in a reasonable manner all systems of electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the Premises and keep said systems in good working order.
- F. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so who is on the Premises with Graves' permission or who is allowed access to the Premises by Graves.
- G. Keep and maintain the lawn and landscaping of the Premises between the buildings and the stormwater pond, and fences/gates, in the same or better conditions than exist at the time of the signing of this Lease including, but not limited to, mowing, debris removal, bush hogging, limbing, pruning, etc.
- H. Comply with the Lease and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520.
- I. Bring to County's attention any new issues or conditions on the Premises, to the extent actually discovered by Graves (with no affirmative duty to inspect, investigate, etc.) which are reasonably likely to result in further damage, destruction or loss to buildings or structures and improvements on the Premises if they are not addressed.

10. QUIET ENJOYMENT/ PERMITTED OCCUPANTS

The County covenants that upon Graves' performance of the covenants and obligations herein contained, Graves shall peacefully and quietly have, hold, and enjoy the Premises for the agreed Term. Graves shall not allow or permit the Premises to be occupied or used as a residence by any person other than Graves and/or Graves's daughter and family, or an employee and family (such as a person or persons employed by Graves, among other duties, to maintain the Premises and/or other property of Graves). County shall have the right to terminate this Lease should Graves fail to comply with the terms of this provision.

11. MAINTENANCE AND REPAIRS

Subject to applicable law, Graves, at his sole expense, shall keep and maintain the Premises in sanitary condition, and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description as the same are at the beginning of the Term of this lease, existing and future reasonable and ordinary wear and tear and damage by fire, weather, and other unavoidable casualty (not due to Graves' negligence) only excepted. The parties acknowledge that the improvements on the Premises are in an existing state of need for capital repairs and improvements for long term use and that Graves is not obligated under this Lease to provide or pay for such capital repairs and improvements.

12. **ALTERATIONS AND IMPROVEMENTS**

Graves shall have the option and the right, at his expense, to improve the decor and appearance of the exterior or interior of the residential apartment located on the Premises, but shall not construct any other structures on the Premises. Any work done by Graves shall be done in accordance with all applicable laws and regulations, with a proper permit, using reasonable materials and in a workmanlike manner. Any improvements and or fixtures so caused to be located or affixed to the Premises shall become the property of the County at the end of the Term of this Lease unless Graves has sought and received the prior consent of the County to remove such items. Any said removal costs shall be the sole responsibility of Graves.

13. **RIGHT OF INSPECTION**

The County and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for any reason whatsoever; provided, however, that the County will provide Graves with reasonable, advance notice of at least 24 hours, in writing, of said entry upon the residential apartment located on the Premises, except that no such notice will be required in emergency situations or for other access or entry upon the unimproved elements of the Premises.

14. **INSURANCE**

The County has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Graves' possessions or Graves' negligence. Graves must obtain a renter's insurance policy, or other appropriate policy, or self-insure, to cover damage or loss of personal possessions as well as losses resulting from Graves' negligence.

15. **INDEMNIFICATION**

Graves hereby agrees to indemnify and hold harmless the County against and from any and all claims of property damage, or personal injury, arising out of or with respect to Graves' use of the Premises or from any activity, work, or thing done, permitted or suffered by Graves in or about the Premises.

16. **SURRENDER OF PREMISES**

At the expiration of the Term of this Lease, Graves shall quit and surrender the Premises hereby demised, in as good state and condition as they were at the commencement of this lease, reasonable wear and tear thereof, and damages by the elements, and *force majeure*, all excepted.

17. **DEFAULT**

In the event that Graves shall default in the observance or performance of any other of his covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, the County may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely

terminate and it shall be no defense to Graves that previous violations of any covenants have been waived by the County either expressly or impliedly. Any such election by the County shall not discharge Graves' obligations under this lease.

18. **BINDING EFFECT**

This Lease is to be construed as a South Carolina lease; is to take effect on the aforementioned date; sets forth the entire agreement between the parties; is binding upon and inures to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both the County and Graves.

19. **SEVERABILITY**

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20. **NOTICES**

All notices hereunder by the County to Graves shall be given in hand or in writing through certified mail addressed to Graves at the address noted above in the Preamble, or to such other address as Graves may from time to time give to the County for this purposes, and all notices by Graves to the County shall be given in hand or by registered or certified mail addressed to County's address shown in the initial paragraph of this Lease, or to such other address as the County may from time to time give in writing to Graves for this purpose. Such notices shall be deemed delivered, if by hand when hand delivered, or if by mail when deposited with the U.S. Postal Service.

Signatures on following page

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

WITNESSES:

BEAUFORT COUNTY

By: _____
Ashley Jacobs
County Administrator

WITNESSES:

ROBERT L. GRAVES

By: _____
Robert L. Graves, Sr.

NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth in Renting Act and the South Carolina Residential County Graves Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease Term Renewal; Beaufort County and Bridges Preparatory School

Council Committee:

Governmental

Meeting Date:

~~April 22~~ May 28th

Committee Presenter (Name and Title):

Phil Foot , Asst County Administrator, Public Safety

Issues for Consideration:

Bridges Prep leased this building for several years. It moved out in 2018. Construction of its new building is not expected to be complete until late 2019. Due to increased enrollment it would like to lease portions of the Lynn Brown Center in the fall 2019. We have agreed on a monthly price (\$3,000).

Points to Consider:

Those portions of the building which Bridges seeks to use are available.

Funding & Liability Factors:

This is a lease. It does not require funding. Bridges will carry insurance.

Council Options:

Approve or Deny renewal

Recommendation:

Approve

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT RENEWAL

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement ("Lease") is made and entered into on this ____ day of _____, 2019, between **Beaufort County**, a political subdivision of the State of South Carolina, ("Landlord"), mailing address: County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Bridges Preparatory School**, ("Tenant"), mailing address: 1100 Boundary Street, Beaufort, South Carolina 29902.

Whereas, Landlord leases to Tenant the following described premises:

1. DESCRIPTION OF LEASED PREMISES. All that certain, piece, parcel or tracts of land, with improvements known as the Green Street Gym or the Charles "Lind" Brown Activity Center, located in the City of Beaufort, County of Beaufort, State of South Carolina consisting of the entirety of Beaufort City Block 132, according to the plat prepared by the United States Direct Tax Commissioners for the District of South Carolina; and bounded on the east by Adventure Street, south by Green Street, west by Hamar Street, and north by the street separating City Block 132 from City Block 131, saving and excepting the swimming pool facility and any tennis court facilities.

DMP: R120 003 000 0040 0000

2. TERM. This Lease shall cover a period of eight months (8) months, commencing on the 1st day of August, 2019, and terminating on the 28th day of February, 2020 unless terminated sooner pursuant to the provisions of this Lease.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying fifty percent (50%) of all utility expenses associated with this facility during the term of occupancy.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided, however, that if

such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The demised premises shall be used and occupied by Tenant exclusively as a charter school facility and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a charter school facility, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement. Tenant understand Love House Ministries will occupy portions of the premises until August 9, 2019. Tenant agrees to permit the same.

8. HOURS OF OPERATION/ SHARED USE OF PREMISES. Tenant shall be allowed the use of the demised premises during the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Recreation Program, shall have access and use of the facility for all other times not identified above, and for such other times that the school may not be in session. Specifically, Beaufort County Parks and reserve the right to use the premises, as but not limited to, as follows:

Additionally, the Landlord shall have use of the entire facility on the first Monday and immediately preceding Tuesday in October for every year that this Lease Agreement may be in effect for purposes of conducting the annual Beaufort County Delinquent Property Tax Sale.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services

that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

10. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

Landlord previously entered into a Lease with UNITED Community Task force for use of certain designated areas within the Premises Monday through Friday, 5:30 PM to 9:00 PM. Those certain areas are indicated on Exhibit "A" which is attached hereto. Tenant is aware of the Lease, is aware of the terms of the same, has discussed the lease with UNTIED Community Task Force. Tenant enters into this lease nevertheless and waives any conflict between the two leases.

In addition, Tenant shall not have access to the large back (storage) room off the gym. This area will be utilized exclusively by the Parks & Recreation Department.

11. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof Subject to applicable law. Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, floor mats, and other items that would be considered minor in nature. In lieu of providing any minor maintenance of the HVAC system, tenant shall pay Landlord \$100.00 per month in exchange. Landlord shall be responsible for all maintenance and filter replacements of the HVAC system. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements. Tenant shall not be responsible for damage caused by other tenants or groups which are authorized to use the premises; Tenant shall bring such damages to the attention of the Landlord immediately.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the

Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

At the end of the lease Tenant shall, within 30 days of termination, return the Premises to the same condition they were in at commencement of the lease.

12. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate and not to duplicate the same without written permission of Landlord. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. The parties acknowledge that lost keys pose a risk to the security of the premises. Tenant agrees to notify Landlord immediately of any lost keys. Landlord will, in its sole discretion, determine whether it is necessary to change the locks. If changing the locks is necessary, Tenant agrees to reimburse County for the costs of the same within 24 hours of receipt of an invoice for the same.

13. LOCKOUT. If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

15. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

25. SEVERABILITY. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:
Beaufort County

Witness

By: _____
County Administrator

Witness

TENANT:
Bridges Preparatory School

Witness

By: _____
Name: _____
Its: _____

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

17. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

20. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

21. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

22. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

23. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in Section 2 above, upon thirty (30) days' notice from Landlord to Tenant, Tenant to Landlord or upon the occurrence of any default event as set forth in Paragraph 20. In the event the Lease is terminated prior to the date identified in Section 2 above, Tenant shall be responsible for its share of utilities incurred until the revised termination date.

24. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon

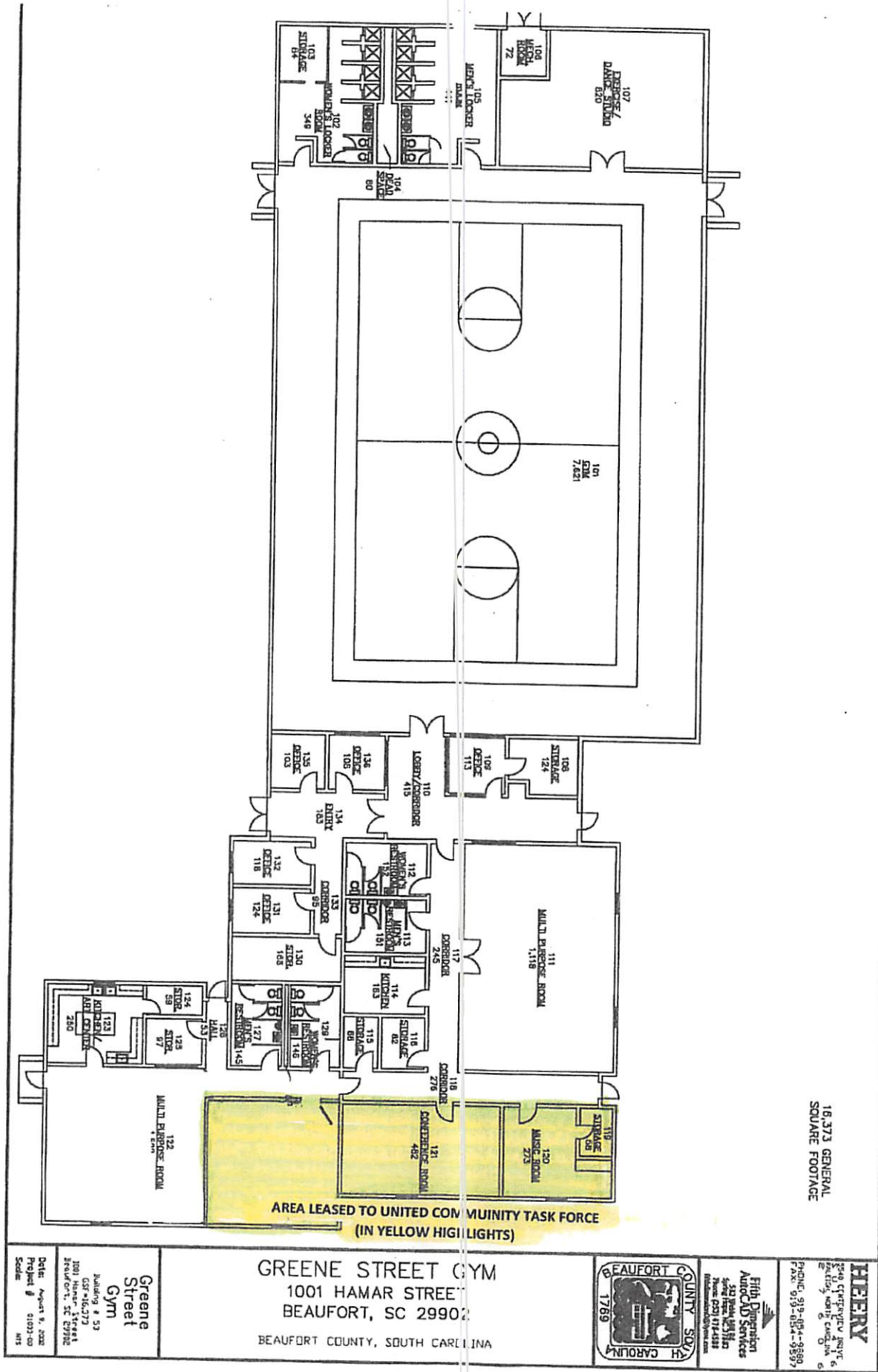


EXHIBIT "A"

RESOLUTION 2019/___

A RESOLUTION ESTABLISHING PRIORITIES FOR THE PATHWAYS PROJECTS USING THE 2018 ONE CENT SALES TAX REFERENDUM FUNDS.

WHEREAS, Beaufort County Council adopted a One percent (1%) Transportation Sales Tax Ordinance on November 13, 2017 enumerating twenty-four (24) pathways projects to be funded for a total of Ten Million Dollars (\$10,000,000); and

WHEREAS, the Referendum question to approve the one (1%) percent sales tax was passed on November 6, 2018; and

WHEREAS, the total cost of all the pathway projects will exceed the available funding from the sales tax referendum; and

WHEREAS, County Council wishes to establish a priority of pathway projects by Council District, in order to distribute the available funding as evenly as possible and to maximize available funding; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Beaufort County Council, duly assembled, establishes the pathway priority for the 2018 One Cent Transportation Sales Tax funds on the following projects enumerated in the transportation referendum:

District 1:

Stuart Point Road

Big Estate Road

District 2:

Middle Road

District 3:

Dr. Martin Luther King, Jr. Road

Meridian Road

District 4:

Broad River Drive

Ribaut Road to Parris Island Gateway

Depot Road

District 5:

Salem Road/Old Salem Road

Broad river Blvd/Riley Road

Burton Hill/Old Salem Road

District 9:

Burnt Church Road

Bluffton Parkway

Ulmer Road/Shad Road

Adopted this ____ day of _____, 20__.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman
Beaufort County Council

ATTEST:

Sarah Brock, Clerk to Council.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request to Approve a Contract for Transportation Services Beaufort County Disabilities and Special Needs Department

Council Committee:

Community Services Committee

Meeting Date:

May 20, 2019

Committee Presenter (Name and Title):

Bill Love, DSN Executive Director and/or Beth Cody, DSN Fiscal Manager

Issues for Consideration:

To approve or disapprove a transportation services contract for DSN consumers to Owl, Inc..

Points to Consider:

- The total amount requested of \$283,140 reflects daily fixed route transportation in support of the DSN Department with the understanding that additional locations may be added and listed locations may change, depending on program needs.
- The estimated number of participants is 40 adults with disabilities across four routes in Beaufort County.
- The County has maintained a contract for this service before through a different vendor.

Funding & Liability Factors:

24420011 - 51320 is budgeted for \$300,000 for FY20. Those funds are 75% SCDDSN, 17% SCDOT and 8% County General Fund.

Council Options:

Approve or disapprove the purchase.

Recommendation:

Approve the contract award to contract with Owl Inc for four fixed routes for a total cost of \$283,140.



**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 Lawrence McElynn, Chairman, Community Services Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
RFP 040419, Transportation Services for Beaufort County Disabilities and Special Needs (DSN)

DATE: 05/20/2019

BACKGROUND:

The Beaufort County Purchasing Department issued a request for proposals on April 4, 2019, for daily fixed route transportation in support of Beaufort County DSN. Though not the lowest bidder, Owl, Inc. returned the most responsive proposal. Their proposal indicated they would be opening an office in Beaufort and hiring local employees.

The DSN Department requests approval of a contract for transportation services provided by Owl, Inc. The total amount requested of \$283,140 reflects daily fixed route transportation in support of the DSN Department with the understanding that additional locations may be added and listed locations may change, depending on program needs. The estimated number of participants is 40 disabled adults across four routes in the County.

VENDOR INFORMATION:

COST:

1. Owl, Inc., St. Johns, FL	\$283,140
2. Taylor Motors, South Murray, KY	\$268,740
3. Lowcountry Regional Transit Authority, Bluffton, SC	\$406,284
4. H&M Enterprises, Winston-Salem, NC	\$259,200

FUNDING:

Account # 24420011-51230 DSN Adult Employment Services Program – Transportation Services. Beaufort County DSN will receive 17% of funding for this expenditure from a SCDOT transportation grant. The remaining 83% of funding will be provided by Beaufort County DSN.

Funding approved: By: Date:

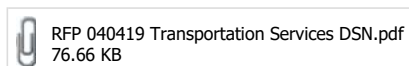
FOR ACTION:

Community Services Committee meeting occurring May 20, 2019.

RECOMMENDATION:

Staff recommends that the Community Services Committee approve the contract award to Owl, Inc. and forward the request to County Council for approval to contract transportation services for \$283,140.

Attachment:



cc: Ashley Jacobs, County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Monica Spells, Assistant County Administrator, Civic Engager

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

William Love, Director, Disabilities and Special Needs Division

Approved: Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY

Beaufort County Disabilities and Special Needs Department

100 Clear Water Way | Beaufort, SC 29906

Telephone: 843-255-6300 | Fax: 843-255-9417

TO: Council Member Lawrence P. McElynn, Chair, Community Services Committee

VIA: Dave Thomas, CPPO, Purchasing Director

FROM: Bill Love, Executive Director, Beaufort County Disabilities and Special Needs Department

SUBJ: **Contract Award Recommendation for Transportation Services for Beaufort County Disabilities and Special Needs (RFP 040419)**

DATE: May 13, 2019

BACKGROUND: The Beaufort County Purchasing Department issued a request for proposals on April 4, 2019 for daily fixed route transportation in support of Beaufort County Disabilities and Special Needs. Though not the lowest bidder, Owl, Inc returned the most responsive proposal. Their proposal indicated they would be opening an office in Beaufort and hiring local employees.

The DSN Department requests approval of a contract for transportation services provided by Owl, Inc. The total amount requested of \$283,140 reflects daily fixed route transportation in support of the DSN Department with the understanding that additional locations may be added and listed locations may change, depending on program needs. The estimated number of participants is 40 disabled adults across four routes in the County.

<u>VENDOR</u>	<u>LOCATION</u>	<u>COST</u>
1. Owl, Inc.	St. Johns, FL	\$283,140
2. Taylor Motors	South Murray, KY	\$268,740
3. Lowcountry Regional Transit Authority	Bluffton, SC	\$406,284
4. H&M Enterprises	Winston-Salem, NC	\$259,200

FUNDING:

Account # 24420011-51230 DSN Adult Employment Services Program – Transportation Services. This line item is a combination of 75% SCDDSN funds, 17% SCDOT grant funds, and 8% County General Fund.

FOR ACTION: Community Services Committee meeting occurring May 20, 2019.

RECOMMENDATION: Staff recommends that the Community Services Committee approve the contract award to Owl, Inc. and forward the request to County Council for approval to contract transportation services for \$283,140.

CC: Ashley Jacobs, County Administrator
Monica N. Spells, Assistant County Administrator, Civic Engagement and Outreach
Alicia Holland, Assistant County Administrator, Finance
Beth Cody, DSN Fiscal Operations Manager

Attachments: Summary sheet

Transportation Services for DSN

RFP 040419

Summary Score Sheet

Evaluators	<u>Name of Company</u>	<u>Name of Company</u>	<u>Name of Company</u>	<u>Name of Company</u>
	<u>H&M Enterprises</u>	<u>Owl, Inc</u>	<u>Palmetto Breeze</u>	<u>Taylor Motors</u>
B. Cody	50	85	75	75
T. Geitner	67	87	70	80
W. Love	62	96	75	73
V. Prescott	51	84	75	77
TOTALS:	230	352	295	305
1. Owl, Inc.	352			
2. Taylor Motors	305			
3. Palmetto Breeze	295			
4. H&M Enterprises	230			



**Transportation Services for Beaufort County Disabilities
and Special Needs**



Contact person:
Dr. Laster B. Walker, CEO/President
Corporate Office: 87 Coles Ct.
Jacksonville, FL 32259
Phone No. (904) 755-4720
Fax: (904) 230-6753
dr.walker@owlincgroup.com

Signature: 



1.0 Letter of Transmittal

April 2, 2019

Owl, Inc.
87 Coles Ct
St. Johns, FL 32259
Dr. Laster B. Walker
904-755-4720
Dr. Walker@owlingroup.com

Dear Selection Committee,

Thank you for providing OWL, Inc. an opportunity to present our services for **Proposal Notice 040419 – Transportation Services for Beaufort County Disabilities and Special Needs.**

OWL, Inc. is very compassionate about the Transportation Industry because it provides a life enhancing service to fellow citizens; including citizens with special needs and disabilities, veterans and senior citizens. This industry provides us with not only an opportunity to give back to those citizens, but an opportunity to uplift and promote the communities that we are in by offering much needed jobs and some of the best leadership in the world.

Owl, Inc. is an experienced national prime contractor which has provided special needs transportation for the past 16 years. Owl understands the services to be performed. We are committed to providing excellent service and a positive experience for the Beaufort County community.

We consider the following to be a few of the critical success factors for the provision of sustainable transportation services:

- ✚ Safety Security, Discretion and Reliability of transit services
- ✚ Effective maintenance of equipment with responsive back up/contingency plans
- ✚ Driver commitment, Timeliness, Certified/Qualified Drivers
- ✚ Competitive daily rates
- ✚ Experience, Leadership & Training
- ✚ Customer Service & Support



The person(s) authorized to make representations for Owl, Inc. is listed below:

Dr. Laster Walker - President
87 Coles Court
St. Johns, FL 32259
904-755-4720

Owl, Inc has NOT been involved in any litigation within the past five years, arising out of services performed.

Owl, Inc. has not received any amendments regarding the Transportation Services for Beaufort County proposal.

Enclosed is our proposal with intent to perform Transportation Services for Beaufort County Disabilities and Special Needs. If there are any additional questions, please contact us by email at dr.walker@owlingroup.com or call (904) 755-4720.

Very Respectfully,

Dr. Laster B. Walker
President
OWL, Inc.



Table of Contents


1.0 Letter of Transmittal	2
2.0 Implementation Plan	5
2.1 Workload Capacity and Vehicles.....	6
Reporting Requirements	9
3.0 Current and Past Contracts	9
4.0 Exceptions.....	14
5.0 General Qualifications.....	15
5.1 Company Qualifications	16
5.2 Technology	16
5.3 Maintenance Program	18
Pre and Post-Trip Inspections	18
Preventative Maintenance Program.....	19
5.4 Staff Qualifications and Key Personnel.....	21
Key Personnel Experience and Qualifications	21
Personnel and Staffing	22
Driver Requirements/Standards	24
6.0 REQUIRED DOCUMENTS.....	26



2.0 Implementation Plan

OWL, Inc. intends to fully man this contract without the assistance of subcontractors. OWL, Inc. currently maintains an office in Charleston, SC and will open an office in Beaufort County to meet the BCDSN needs.

- Company executives will be in Beaufort County, SC thirty (30) days prior to contractual start date. Our initial emphasis during the transition will be placed on “onboarding” of current contracted employees. We will also be recruiting statewide and regionally for openings in operations. OWL, Inc. will be seeking total cooperation from the current provider, if applicable, there-by conducting interviews with incumbent employees to employ pre-qualified individuals.
- As a certified service-disabled veteran owned business entity, Owl Inc.’s philosophy is to employ qualified veterans and those that share our common values. Prior to the period 30-day start-up, job fairs may be conducted with local supporters, government offices of Beaufort County, veteran organizations, and others to achieve our staffing goals.
- Two weeks prior to the contractual initiation date, OWL, Inc.’s will deploy its information technology plan which consist of, office setup equipment, computer hardware and software, which will be programmed with the necessary software required under this contractual agreement. Also, at the same time, the rolling stock needed for this mission will arrive for inspection and licensing. Owl Inc.’s Corporate Training Team will deploy to initiate training for new hires and administrative personnel. Rehearsal runs will be conducted, in addition to site visits. OWL, Inc. will request BCDSN to furnish one or two days of trips to organize the run-throughs.
- One week prior to the contractual start date, key personnel from all our locations, including our headquarters, will arrive on the site. These key personnel will be staged at the ensuring the transition goes smoothly and customers are provided the transportation services needed.

OWL INC STARTUP PLAN									
									
Task Name	Start Date	End Date	Assigned To	Status	% Complete	Duration	Predecessors	At Risk	Comments
CONTRACTUAL									
Notice to Proceed									
Contract Negotiation									
Finalize and sign contract									
Organize startup team									
Weekly team meetings									
RECRUITMENT									
Project Manager on site									
Regional Support team on site									
Employment ads placed									
Reach out to existing employees									
Onboard new employees									
TRAINING									
Training Plan reviewed and finalized									
Train incumbent Operators									
Staff Training									
OPERATIONS									
SOPs created and finalized									
IT equipment installed									
IT connections tested									
Scheduling software simulated and tested									
Daily forms created and finalized									



2.1 Workload Capacity and Vehicles

We have 5 vehicles that we will use to support the BCDSN service. Owl, Inc. is very flexible and has the capacity to quickly scale up or down in order to perform the work required. Owl, Inc. is prepared to use larger transit type vehicles which will accommodate 12 passengers and two wheelchairs. (See Owl Inc. buses currently used for Jacksonville Transportation Authority below):



Owl, Inc. can scale up to 45 passenger capacity vehicles if needed.





We also have smaller transit vehicles to accommodate the smaller capacity trips. OWL, Inc. has 420 vehicles in its fleet and has a variety of options available to meet the BCDSN requirements. Please also see specification examples and photos below:



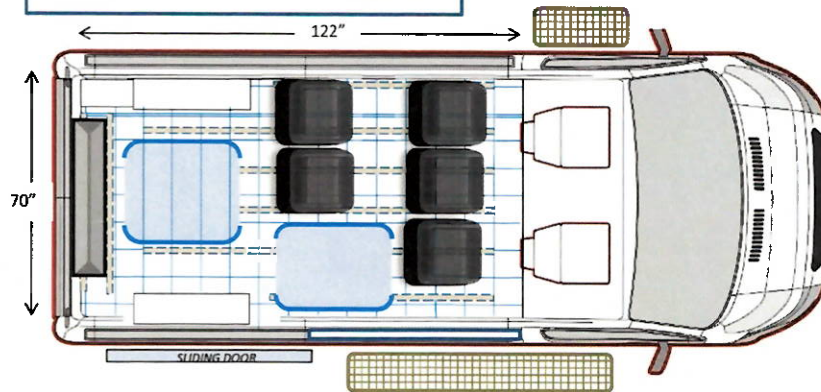


RAM ProMaster 1500 136" Wheelbase
Floor Plan Configurator



SCALE  = 8"

REVISED NOV 2017





Reporting Requirements

OWL, Inc. uses at a minimum, TPI (Two Person Integrity) to verify the accuracy of all operational data. Whether it is vehicle related (preventive or general maintenance), road call issues, payroll and personnel files, policies and procedures, or our relationship with the BCDSN in general. Data is gathered or received, reviewed by at least two different people, responded to or analyze, and filed for archival purposes.

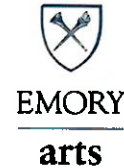
The ability to measure operating proficiency requires information from many different sources. How that information is processed, analyzed and acted upon is of critical importance. Management information is the tool that provides management with the necessary information to plan, operate and administer the transit organization. Specific management reporting activities include the following: Incorporating, in the management information system, the capability to collect data on performance and measure progress toward established goals; Accumulating data from various sources; Processing data for presentation in reports; Preparing reports that show planned results and actual accomplishments; Distributing reports to responsible individuals; and Obtaining feedback for explanation of variances and actions taken.

OWL, Inc. believes that well designed management reports are an essential component of both internal and external communication in a transit system.

3.0 Current and Past Contracts

OWL, Inc. is a service-disabled veteran owned business which was formed in Florida in 2003. We have a proven track record over the past 16 years of providing safe and reliable transportation services to customers. See current list of clients and contracts below:





See References below for description of current OWL, Inc. door to door transportation services provided. Included are current telephone numbers for each contract or project.

**U.S. Department of Health and Human Services
Office of the Assistant Secretary for Preparedness & Response
Disaster Survivor Population**

Contact: Cheryl Perdue, Contracting Officer
330 Independence Ave. SW G640
Washington, District of Columbia 20201
Cheryl.perdue@hhs.gov
(202) 868-9952

Wheelchair Van and Stretcher Services
October 2017 to January 2019
Total Contract Cost: \$4,838,984.00
Vehicles in use: 30
Total Trips per year: 210,000

Description of Services: As a result of catastrophic effects of Hurricane Maria that impacted the islands of PR and the USVI, the federal government was required to activate the National Disaster Medical System (NDMS) Patient Movement Operation and evacuate over 300 disaster survivors consisting of National Disaster Medical System (NDMS) patients and non-medical attendants (NMAs) to various locations throughout the continental U.S. to include the Commonwealth of Puerto Rico. NMAs include caregivers, dependent adult and children as identified by the government. The Contractor shall provide 30 paratransit vehicles (staggered 10-hours a day) to support appointment-based and general transportation (paratransit and shuttle) for approximately 300 disaster survivors in/around the Atlanta, GA (Metropolitan area).

Paratransit Transportation: The Contractor shall provide general transportation (paratransit services) at least twice a day, 7 days a week, including holidays from each hotel to support approximately 300 disaster survivors. Additional transportation services



will be provided to include planned group trips to stores, churches, and shopping centers, and other locations. These locations will mostly be within a 50 mile radius, one way, however in some instances, this may increase up to 100 miles, one way. The Contractor shall advertise shuttle time in lodging area to provide awareness of scheduled transportation services. The Contractor shall provide group shuttle transportation services.

Department of Veterans Affairs

Richmond/Hampton/Durham VA Medical Center

Contact: **Pujan Patel, MHA**, Chief, Health Administration Service

11201 Broad Rock Blvd

Richmond, VA 23667

804-675-5000 Ext. 1104

Pujan.Patel@va.gov

Wheelchair Van Services

April 2014 to present

Total Contract Value: \$43,768,866.40

Vehicles in use: 140

Total Trips Per Year: 295,396

Description of Services: The Department of Veterans Affairs Medical Center, Richmond, Hampton, Durham VA (VAMC) serves the central Virginia area. Comprehensive health care is provided through primary care, acute inpatient care, psychiatric care, chronic spinal cord care, long-term care, hospice palliative care and domiciliary rehabilitative residential care. OWL, Inc. provides door to door paratransit, subscription ambulatory, and Wheelchair Van Services to beneficiaries of the Department of Veterans Affairs Medical Center (VAMC).

Department of Veterans Affairs

Orlando VA Medical Center

Contact: Marie Smith, Contracting Officer

5201 Raymond Street

Orlando FL 32803

marie.smith4@va.gov

(407) 646-4013

Wheelchair Van and Stretcher Services

April 2014 to present

Total Contract Cost: \$16,328,000.00

Vehicles in use: 56

Total Trips per year: 86,560

Description of Services: Comprehensive health care is provided through primary care, acute inpatient care, psychiatric care, chronic spinal cord care, long-term care, hospice palliative care and domiciliary rehabilitative residential care. OWL, Inc. provides door to door and subscription non-emergency transportation for wheel chair, stretcher, and



ambulatory beneficiaries of the Orlando VA Medical Center for transportation to and from the Orlando VA Medical Center and clinics in the central Florida area.

Ralph J. Johnson VA Medical Center

Teresa Rix, COTR

Teresa.Rix@va.gov

(843) 577-5011

November 2015 to present

Contract Amount:

Description of Services: OWL, Inc. also provides door to door special needs, subscription ambulatory, and Wheelchair Van Services to beneficiaries of the Department of Veterans Affairs Medical Center (VAMC).

Chesterfield County ACCESS/VIEW programs

Contact Person: Frank Vance, Transportation Program Coordinator

7321 Whitepine Rd.

North Chesterfield, Virginia 23237

Phone number: (804) 279-8489

November 2014 to present

Total Contract Cost: \$6,252,980.00

Vehicles in use: 24

Total Trips Per Year: 76,363

Description of Services: OWL, Inc. provides transportation services (non-emergency, non-metered, irregular routes) for the Chesterfield County Access Chesterfield Program ("Access") and the Department of Social Services Virginia Initiative for Employment not Welfare Program ("VIEW"). The ACCESS program provides curb to curb transportation services to qualified Chesterfield County residents including disabled residents.

Atlanta Regional Commission DeKalb County Coordinated Transportation Services

Contact Person: Cynthia Burke, Mobility Manager

40 Courtland Street, NE

Atlanta, Georgia 30303-2538

Phone number: 404.801.7574

cburke2@atlantaregional.org

July 1, 2015 to present.

Total Trips Per Year: 90,000

Description of Services. OWL, Inc. provides ambulatory and wheelchair subscription, demand, curb to curb and field trip and shuttle route services to DHS clients and eligible passengers in DeKalb County including elderly residents. At the time of contracting, DHS estimated approximately 90,000 core ambulatory and wheelchair trips per year in this program.



Department of Veterans Affairs

Phoenix /Tucson VA Medical Center

Contact: Nicholas Lebano, Contracting Officer

Southern Arizona VA Health Care System

Nicholas Lebano@va.gov

(520) 792-1450 X 2584

Wheelchair Van, Ambulatory and Stretcher Services

August 2017 to present

Total Contract Cost: \$30,955,681

Vehicles in use: 70

Total Trips Per Year: 288,556

Description of Services: OWL, Inc. provides door to door and subscription non-emergency transportation for wheel chair, stretcher, and ambulatory beneficiaries of the Phoenix and Tucson VA Medical Centers for transportation to and from the medical facilities to include clinics in the greater Phoenix and Tucson area.

Central Florida Regional Transportation Authority (LYNX)

Contact Person: Selita Stubbs, Director of Mobility Services

455 North Garland Avenue, Suite 500

Orlando, Florida 32801

Phone number: 407.254.6039

SStubbs@golynx.com

September 1, 2018 to present

Total Trips Per Year: 109,500

Description of Services: OWL, Inc. provides paratransit, ambulatory and wheelchair subscription, on-demand, curb to curb, Access Lynx route services to eligible passengers in the Central Florida area. These services consist of individuals with special needs, disabilities and elderly residents.

Jacksonville Transportation Authority

Contact Person: Lisa Darnall

121 West Forsyth Street, Suite 200

Jacksonville, Florida 32202

Phone number: 904.630.3129

ldarnall@jtafla.com

Total Trips Per Year: 25,000

Description of Services: OWL, Inc. provides transportation services to the Jacksonville, Florida area. This service accommodates paratransit and non-ADA individuals providing on-demand, curb to curb, First and Last Mile services. Owl, Inc. also provides Premier fixed route bus service for the adjacent Nassau county with service to and from Duval County (Jacksonville, FL).



4.0 Exceptions

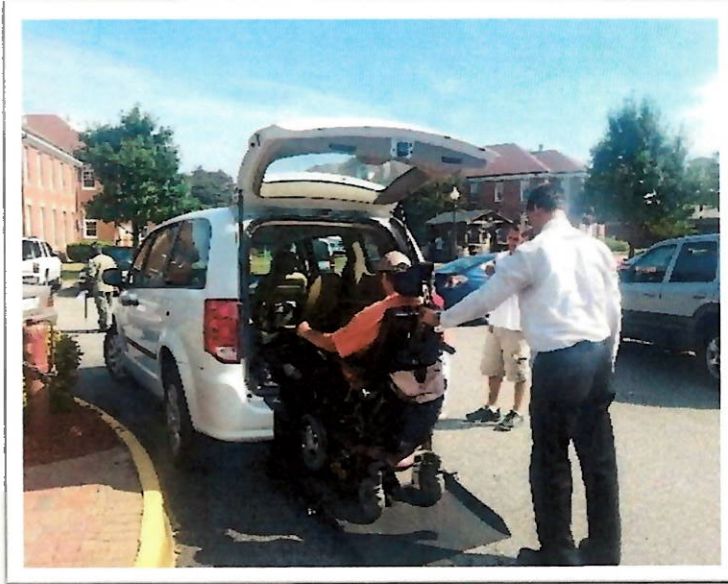
Owl, Inc. does not have any exceptions to list for this RFP.

This page is intentionally left blank



5.0 General Qualifications

We are a dynamic, growth-oriented company providing special needs transportation services to residents and agencies throughout the United States. We maintain and operate a fleet



of 400 sedans, mini-vans, vans and buses in support of non-emergency, fixed route and special needs transportation including paratransit services. We employ over 500 drivers who take pride in their work, community, and provide a high level of customer service. OWL, Inc. has been providing special needs transportation to the Department of Veteran Affairs, private, state & local agencies and Medicaid/Medicare clients for the past fifteen years.

Our operation is led by proactive management, meaning we prepare daily for mishaps. In the case of a missing operator, we are prepared to operate the trip with another qualified driver. “Stand By” drivers are scheduled at a rate of approximately three hours per day per vehicle. Driver schedules are developed up to two weeks in advance to prevent scheduling conflict. By utilizing all the above techniques and auditable processes, adherence to schedules and on time performance has been achieved while maintaining cost controls and professionalism in service delivery. Our focus is to create value for the Beaufort County’s citizens and the community.

We, at OWL, Inc., strongly believe that Quality Assurance (QA) is a business management philosophy that aligns the activities of all employees of an organization with the common focus of customer satisfaction through continuous improvement in the quality of goods and services. The goal is to reach Beaufort County’s (BCDSN) highest expectations of performance. We are confident we will be able to achieve this goal by leveraging our continuous improvement process. OWL, Inc.’s QA program applies a continuous improvement process using management metrics to measure progress and to establish goals and objectives for specific performance standards. Although performance can be subjective, OWL, Inc. has established the definition of excellent, good or marginal performance. Factors including current schedules, data transfer and other specific BCDSN priorities will be considered in reaching this decision. We peg our goal based on this determination including the Quality Control factors identified in the request for proposal (RFP). We also realize that these targets and goals can be adjusted during the contract term due to many factors including changes in policies, overall objectives and service characteristics. We



will regularly review and discuss our targets and goals with the BCDSN and adjust if deemed necessary.

5.1 Company Qualifications

In 2018, OWL, Inc. performed over 1 million trips across the United States. We provided paratransit and special needs transportation under ADA and FTA guidelines throughout the United States of America, including Charleston, SC where Owl, Inc. provided paratransit services to the Department of Veterans Affairs since 2015. Other locations include Atlanta, St. Louis, Durham, San Francisco, Tucson, Phoenix, Jackson, MS., Orlando, Daytona Beach, Viera, and Jacksonville, FL. Owl, Inc. has a current footprint in over 25 cities and in 17 states throughout the United States.

5.2 Technology

OWL, Inc. vehicles are equipped with a Global Positioning System (GPS) that combines technology with sophisticated onboard engine diagnostics to offer a much broader array of fleet management capabilities. With this type of system, in addition to knowing where our vehicles are and what they are doing, we also receive extensive data on the performance of the engines in those vehicles. This includes everything from fuel consumption to idle time, greenhouse emissions, driver behaviors such as speeding, and potential engine problems. This combination of vehicle location and performance data enables OWL, Inc. to monitor and manage many aspects of fleet performance. OWL, Inc. vehicles are also equipped with a 2-channel video recorder which records events inside and outside of the vehicle to ensure the upmost Safety and Reliability transportation system.

OTHER KEY EQUIPMENT ON EACH VEHICLE

- Oxygen tanks (if necessary)
- Wheelchairs with leg braces/extensions and all securing devices
- Cell phone communication device
- 2 x Blankets
- Supplies for infections and precaution procedures
- First Aid Kit with band-aids, gauze, elastic bandages, sterile gauze pads, triangular bandages, cleansing wipes, tape, scissors, eye pads and ammonia inhalants; all packed in sterile containers.
- 4 x Emergency flares and warning lights, and one 5-pound ABC rated fire extinguisher with tag showing record of inspection
- Working heating and air conditioning controls
- Safety belts for all occupants; to include seat belt cutters in case of emergency
- Working loading platform
- Clamp cleats or belts to firmly anchor wheelchair/scooters
- Side and rear loading doors operational from both inside and outside vehicle
- Steps treated with non-skid material
- Sheets and blankets as required



Snapshot of Cameras

Below is a screen snapshot of the footage that our cameras capture. They are 2 way, capturing a front view of the road and front vehicle surroundings, and the camera records the inside of the vehicle simultaneously. It gives us speed and location data as well.

Outside Vehicle



Inside Vehicle





5.3 Maintenance Program

OWL, Inc. complies with all federal, state and local regulations governing the maintenance and operation of vehicles. Vehicles are inspected twice daily by drivers using the Daily Pre/Post Trip Vehicle Inspection (DVI). Any discrepancies are corrected on-site by either the opening mechanic or closing mechanic on duty. Road supervisors conduct weekly vehicle inventories of vehicles to ensure all equipment is onboard and working properly. Replacement equipment is then requisitioned for replacement.

Vehicle cleanliness is a deep concern of ours. Presenting a positive image to passengers and the general public is of the utmost importance. We have a day and night bus washer on-site. We have divided our full vehicle complement into a daily cleaning schedule. Each vehicle will have a major cleaning once per week, and a mini house clean every other day. Forms will be used for documenting cleaning functions. We are committed to providing clean vehicles at all times.

Pre and Post-Trip Inspections

As part of their pre-route process, all drivers complete a Pre-Trip DVI, which is then verified and signed, by the attending road supervisor and mechanic on duty. Discrepancies are either corrected on-the-spot by the on-duty mechanic, or the vehicle is scheduled for the appropriate repairs. Post-trip DVIs are again completed by the drivers upon their return from the route and re-verified by the attending road supervisor.

Road Supervisors and mechanics review all work orders daily to ensure maintenance is being conducted. See DVI below:





Daily Vehicle Inspection Report (DVI)

Vehicle No.	Date	Driver's Name	Start Miles	Start Time	End Miles	End Time
= Satisfactory (Working Properly) U = Unsatisfactory (Not Working Properly)						
Pre	Post			Pre	Post	
		Suspension / Tires (Front & Rear)				Seats & Cushions Secure
		Tire Tread Depth [Minimum 4/32 2/32]				Seat Belts Operational & Secure
		Tire Sidewall & Tread Wear OK				Two Way Radio Complete / Operational
		Lug Nuts Tight - No Rust or Damage				Windshield Wipers & Washer Operational
		Engine Compartment				Horn Operating
		Oil at the Proper Level				Passenger Door Operational / Complete
		Power Steering Fluid at Proper Level				Registration & Proof of Insurance Present
		Transmission Fluid at Proper Level				Wheel Chair Tie-Downs Present
		Brake Fluid at Proper Level				Steering System
		Radiator Coolant at Proper Level				Steering System Operating Properly
		Vehicle Glass & Lighting				Gear Shift Mechanism Working Properly
		Mirrors are Complete / Good Condition				Brakes
		Glass is Free of Breakage or Cracks				Brakes Work Properly/Pedal Feels Good
		Emergency Windows in Good Condition				Emergency Brake Works Properly
		Headlights Operational (High/Low Beam)				Interlock System Functioning Properly
		Clearance Lights Complete/Operational				Safety Items
		Back Up Alarm Operational				First Aid Kit / Fire Extinguisher Present
		Emergency Flashers Operational				Triangle Flares Present
		Interior Lights Complete & Operational				Wheelchair Lift
		Environmental Controls				Lift Free From Fluid Leakage
		Front Air Condition Temperature / Cool				Lift Operates Electrically/Manually Good
		Rear Air Condition Temperature / Cool				Cycle Lift Fully Before Leaving Yard (Once)
		Heater & Defroster Working Properly				Cleanliness
		Interior				Exterior Clean
		Gauges Operational				Interior Clean
Mileage Next PM Inspection is Due:			Quarts of Oil Added:		Fuel Gauge: E-----1/2-----F	
Below: Describe problem completely noting everything happening at the time of the problem.						
Items in BOLD must be reviewed by a Supervisor Immediately if marked UNSATISFACTORY . I declare that the above inspection was conducted properly and that the vehicle has no SAFETY DEFECTS .						
Driver's Signature (Pre-Inspection): _____						
End of Shift: There have been no incidents or accidents with this vehicle while in my control since the above signed inspection, unless noted in writing and attached to this report.						
Driver's Signature (Post-Inspection): _____						
Supervisor Authorization: After reviewing the above noted discrepancy and visually inspecting the vehicle. I have determined the discrepancy is NOT Safety Related and I hereby authorize this vehicle to be used for service.						
Reviewed		Acting Supervisor's Signature: _____				
Noted For Repair		Technician's Signature: _____				
Could Not Duplicate Problem		Shop Foreman's Signature: _____				
Repaired						
Review 6/23/04						
Enclosure (13) OWL Transportation						

Preventative Maintenance Program

OWL, Inc. preventative maintenance inspection is a program of routine checks and procedures performed on a scheduled and recurring basis to avoid breakdowns and prolong equipment life.

The "**A**" *Inspection* designed for the inspection, service and monitoring of certain items at predetermined times and to identify any possible defects or deficiencies which might have occurred and to make minor adjustments as necessary, including certain items which should be inspected and serviced as indicated.



The **“B” Inspection** is designed for the inspection, service and replacement of certain items at predetermined times and to identify any possible defects which might have occurred and to make minor adjustments as necessary, including certain items which should be inspected and serviced as indicated.

The **“C” Inspection (Major Inspection Every 24,000 Miles)** is a technical and performance inspection and is accomplished annually or as need at the interval. The **“B” Inspection** items are repeated, and additional scheduled items is required to accomplish which was not part of the other inspection intervals.

All (A) **Inspections** are done according to the **A, B, and C** schedule and at the regular **“A” Inspection** intervals.

Vehicle breakdown, Accident and Incident Response Plan - Our objective is to have any identified vehicle breakdown up and running in less than 45 minutes. We have a road supervisor and mechanic on duty to physically deliver a replacement vehicle to the driver’s location, if needed. When we are notified via dispatch of any accident or incident, we send a road supervisor immediately to the scene with a standard accident reporting packet, so they can liaison with either local Police or Fire and Rescue and gather any pertinent information. They also carry a digital camera so that pictures can be taken of the scene or incident to assess any damage that may have occurred.

Vehicle Contingency Plan - When our vehicles become inoperable due to maintenance, we immediately assess the need to put our contingency plan into place. When necessary, we will rent, lease or purchase vehicles to fill any vehicle shortfall that may arise due to maintenance, accident/incident or unforeseen circumstances. We will work all possible options to ensure seamless transportation service to our passenger customers and our VAMC partners/customers. In the case of an interruption while transporting a client, our Dispatcher will be made aware of the situation, and we will either have the Road Supervisor continue the trip, or we will immediately dispatch another vehicle to complete the transport.

Vehicle Accident and Incident Response Procedures - All accidents and incidents occurring on vehicles shall be immediately reported to the dispatcher and subsequently forwarded to OWL, Inc. Customer Service Personnel. These include accidents reported to law enforcement as well as those that are not reported. If the accident occurs after regular business hours, the Operations Manager will be notified immediately by telephone.

1. An Accident/Incident Review Form shall be completed and faxed to the VAMC within 48 hours of the accident/incident.
2. If personal injuries are evident or suspected, a 911 call will be made immediately. A police report should be filed for all accidents.
3. If an accident results in bodily injury or property damage in excess of Federal Transportation Authority (FTA) guidelines, the driver must submit drug and alcohol testing in accordance with FTA requirements.



4. If the driver is found at fault for the accident, he/she should submit to a drug and alcohol test.
5. As soon as an accident is reported, a road supervisor will begin an investigation.
6. One copy of a report filed by a law enforcement agency will be forwarded to the BCDSN within 48 hours of the accident.
7. OWL, Inc. will ensure all standards are fully implemented and due diligence is performed.

5.4 Staff Qualifications and Key Personnel

OWL, Inc. is managed by a group of dynamic professionals with over 35 years of experience in executing transportation services. In addition, Owl, Inc.'s reputation and strength is reinforced by the company's leader Dr. Walker, whose career began in the transportation industry in 1983. Owl, Inc has had a successful history of providing safe and reliable transportation services to local, state and federal agencies throughout the United States. Our success in providing quality and efficient transportation services demonstrates the total commitment of our operators and the effectiveness of our transportation management systems.

The Key Personnel will dedicate 100% of their time to ensure a successful implementation to the program. Our corporate and regional support staff will be on site at key points during the transition to provide technical assistance. Our General Manager, Petina Ferguson and Quality Control Officer, Steven Rich will work on leading and facilitating every step of the transition, including responsibility for maintaining moral dedication during what can be a very stressful time for the new operation, and everyone involved.

Key Personnel Experience and Qualifications

DR. LASTER B. WALKER

President, CEO

Twenty (20) years leadership experience managing personnel, property accountability, and physical security. Twelve (12) years' experience teaching and training in a classroom or workshop environment.

Work Experience

September 2005 to Present. Chief Executive Officer, OWL Inc. Duties include ensuring the day-to-day operation of a company that provides transportation. OWL, Inc. employs over 500 employees and operates over 400 transportation vehicles.



September 2003 to September 2005. Contract Compliance Officer, Jacksonville Transportation Authority, Jacksonville FL. Duties included ensuring nondiscrimination in the award and administration of all contracts, assisting in the development of small/disadvantaged firms, and developing and implementing internal and external outreach activities regarding federal policies.

March 2000 to September 2003. Shipping and Receiving Manager, Swisher International, Jacksonville FL. Duties included enforcement of company policies and procedures and ensured the integrity of all shipments and inventories. Duties also included teaching weekly safety classes.

July 1983 to March 1999. Corps Transportation Manager (MSG/E-8), HQ V corps, U. S. Army, Heidelberg, Germany. Served as the Director of Transportation for a forward-deployed Heavy Armored Corps with an assigned strength of over 65,000 members. Duties included physical security, training and daily planning for all logistical movements in and out of Bosnia-Herzegovina. Twelve (12) years' experience teaching, coordinating, and executing operations in the multi-modal transportation field of the United States Army.

Education

Doctorate of Education in Organizational Leadership
Nova Southeastern University, Fort Lauderdale, FL May 2006

Master of Arts in Organizational Management
University of Phoenix, Jacksonville FL, 2002

Bachelor Degree in Business Administration Organizational Management
Edward Waters College, Jacksonville FL, 2000

Personnel and Staffing

We will provide the necessary staff for the provision of the RFP for the operations and maintenance functions. These levels will be monitored on an ongoing basis to ensure all operational requirements meet or exceed the standards outlined in the RFP. See example chart below for minimum staffing required for 6 vehicle OWL, Inc. operation. Staffing may be scaled up or down as needed.

Position	Staffing Level	Job Duties	Qualifications
Service Manager	1 FT	Oversight of all contract activities; liaison with BCDSN attending meetings and serving on committees upon request; reporting of key performance factors; budgetary analysis; quality control activities; screening and hiring programs; member of transition team.	



Position	Staffing Level	Job Duties	Qualifications
Safety/Training Supervisor	1 FT	Direct supervision of driving staff; schedule drivers; distribute trip manifests; process pre-trip/post-trip vehicle inspection reports; monitor radio communications; Perform operation monitoring activities including on-board observations, unobserved monitoring; Conducts behind-the-wheel training and new hire monitoring; and respond to incidents and accidents.	A two year associate degree in a business management related discipline; experience in the delivery of transportation services in a position of responsibility may be substituted for the desired education; possess excellent interpersonal and communications skills and knowledge of the service area; communicate politely and effectively on the telephone; proper driving licensure required.
Dispatcher/Scheduler	1FT	Distribute trip manifests; process pre-trip/post-trip vehicle inspection reports; monitor radio/AVL/ electronic terminal communications; answer phone calls and schedule trips as needed; complete operational reports.	Experience in the delivery of transportation services in a position of responsibility; possess excellent interpersonal and communications skills and knowledge of the service area; communicate politely and effectively on the telephone; proper driving licensure required.
Drivers	9 FT/PT positions	Operates vehicles in safe and professional manner at all times. Act as primary passenger relations contact; perform runs as scheduled; assist passengers as needed; and complete pre-trip/post-trip vehicle inspections.	Please see Contract requirements.
Quality Control/Maintenance Manager	1FT/PT	Schedules and conducts preventive maintenance; performs quality control inspections; oversight of any externally performed maintenance including warranty work, body work, and major rebuilds. Perform preventive maintenance and general repair functions, vehicle diagnostics, maintain vehicle history records, complete work orders; and enter information into maintenance software program.	Experience in the delivery of transportation services in a position of responsibility; possess excellent interpersonal and communications skills and knowledge of the service area; communicate politely and effectively on the telephone; proper driving licensure required.
Road Supervisors	1 FT/PT	Perform scheduled cleaning and fueling functions; check fluid levels; maintain accurate records and daily logs; other duties as assigned by Operation Manager	No minimum educational requirements; at least 18 years of age; on-the-job training will be provided to the successful candidate; must be able to follow both written and verbal instructions.

OWL, Inc has over 500 qualified drivers on staff. This includes CDL licensed as well as CPR certified drivers. Our management staff are qualified drivers and are often dispatched in times of emergencies and natural disasters to pick up patients and customers that may not have transportation to evacuate or make it to their dialysis appointment which can be a life or death situation.



Driver Requirements/Standards

OWL, Inc.'s drivers will be required to meet all solicitation requirements. In addition to the RFP requirements, OWL, Inc.'s hiring minimums are provided below:

1. All drivers will have a physical examination certifying their ability to perform their required duties before employment and at a minimum of every two years thereafter.
2. Pre-employment drug tests verifying a negative result is required for all drivers as per USDOT regulations, 49 CFR part 655. Drug tests are also given randomly every month and is required after any accident or other significant incidents.
3. Employment records for all drivers shall include: required pre-employment criminal record check; results of the required pre-employment, post-accident, reasonable suspicion, return to duty and random tests as required by 49 CFR Part 655; documentation of required physical examinations; moving violation reports and documentation of driver work hours including days/hours worked and off duty hours.
4. The driver must not have had a suspended or revoked driver's license within the immediate past two (2) years, except for the administrative suspensions caused by failure to pay child support or failure to maintain PIP insurance on their personal vehicle.
5. OWL, Inc. participates in the E-verify program operated by the U.S. Department of Homeland Security and/or equivalent federal work authorization pursuant to the Immigration Reform and Control Act of 1986. OWL, Inc. uses the federal Employment Eligibility Verification work authorization program to verify employment eligibility.
6. A copy of each driver Moving Violation Record will be provided at least once every six months.
7. Drivers will not be permitted to driver more than 10 hours in any one twenty-four-hour period. Drivers are not permitted to be on duty more than 16 hours during any 24-hour period or drive more than 70 hours in any period of seven consecutive days. Any driver who has reached the maximum of 12 consecutive hours or 16 hours on duty is required to have a minimum of 8 consecutive hours off duty.
8. OWL, Inc. will maintain a drug-free workplace and otherwise comply with the provisions of the Drug-free Workplace Act, 41 U.S.C. §701-707.
9. Drivers will:
 - obey all traffic laws and ordinances;
 - use correct radio procedures;
 - conduct a daily pre-trip inspection of their vehicles;
 - keep the vehicle clean;
 - assist passengers when necessary;
 - keep their manifests, timesheets, etc. accurate and legible;



- collect all fares as indicated on their manifest or otherwise instructed;
- have passengers sign any required forms;
- report all traffic accidents and/or any other incidents immediately;
- radio the dispatcher before leaving the location of a client who is marked as a no-show; and
- report any change in drop-off location from the location listed on the manifest.

OUR DRIVERS ARE CPR CERTIFIED

Incase of a real emergency...



6.0 REQUIRED DOCUMENTS

See Required Documents on Next Page(s)

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.**

If you circled YES, explain fully in a separate attachment.

PART V

SUBMISSION REQUIREMENTS

To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

- 1.0 Letter of Transmittal - limit to four printed pages.
 - 1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.
 - 1.2 Identify your proposal's principal strengths.
 - 1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
 - 1.4 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.
 - 1.5 Indicate the number and dates of amendments that you have received.
- 2.0 Table of Contents - clearly identify the material, by section and page number.
- 3.0 Proposed implementation plan.
- 4.0 List several of Offeror's prior similar projects with name, address, and phone of a contact with whom County can discuss proposers past performance.

- 5.0 List any exceptions to this RFP.
- 6.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document 040419, dated 04/03/2019.

Company Name: OWL INC Principal Name: OWL INC

Company Address: 87 Coles Ct. St. Johns, FL 32259

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: _____

Tax Obligation Current: _____

Signature of Principal/Date: [Signature] 4/4/2019

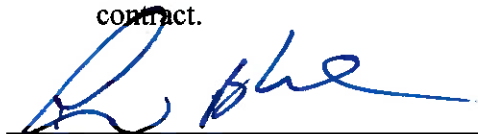
Witness/Date: _____

Form 2.537.1

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The offeror certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any RFP submitted to Beaufort County or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.



Signature

Title



COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Contractors and Subcontractors



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Compliance Department
Post Office Drawer 1228 • Beaufort, SC 29901-1228
843.255.2354 Telephone • 843.255.9437 Facsimile
E-mail: compliance@bcgov.net

RFP NO. 040419
PAGE of

EXHIBIT A

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

(Proposals should respond to the Scope of Work point by point by numeric reference.)

SCHEDULE OF EVENTS

The Offeror should briefly describe each step of the schedule of events in his proposed plan of action to accomplish the scope of work in a sequential manner, identifying the specific assignment of key personnel and the time required to complete each step.

<u>Step #</u>	<u>Schedule of Events</u>	<u>Time Required</u>	<u>Person Assignment</u>
Step 1#	Recruit 8-10 Drivers	30 Days Prior to Start	Implementation Manager
Step 2#	Recruit additional Staff	30 Days Prior to Start	Implementation Manager
Step 3#	Finalize Driver Requirement	20 Days Prior to Start	Implementation Manager
Step 4#	Finalize Staff Requirement	20 Days Prior to Start	Implementation Manager
Step 5#	Select and Hire Drivers	15 Days Prior to Start	General Manager
Step 6#	Select and Hire Staff	15 Days Prior to Start	General Manager
Step 7#	Train Drivers	10 Days Prior to Start	Training Officer
Step 8#	Provide Final List of Drivers and Required Documents	5 Days Prior to Start	Training Officer/General Manager
Step 9#	Route Simulation Training	3 Days Prior to Start	Road Supervisor
Step 10#	Perform Service		

RFP NO. 040419

EXHIBIT C

PAGE _____ of _____

OFFEROR'S EXPERIENCE

1. Contract Title: Wheelchair Van, Stretcher, and Shuttle Services
2. Contract Period: From November 2015 To November 2018
3. Geographic Area Serviced: Charleston, SC and state of South Carolina
4. Scope of Work
Door to door special needs, subscription ambulatory, and wheelchair van services to beneficiaries of the Department of Veterans Affairs Medical Center (VAMC).

References: Contracting Office Department of Veteran Affairs, Ralph J. Johnson VA
Title: Teresa Rix - Contracting Officer
Address: 109 Bee Street
City: Charleston State SC Zip 29403
Telephone #(s): 843-577-5011

OFFEROR'S EXPERIENCE

1. Contract Title: Wheelchair Van and Stretcher Services
2. Contract Period: From April 2014 To Present
3. Geographic Area Serviced: Central Florida - Orange County, Seminole County
4. Scope of Work
Door to door special needs, subscription ambulatory, and wheelchair van services to beneficiaries of the Department of Veterans Affairs Medical Center (VAMC).

References: Contracting Office Department of Veteran Affairs - Orlando VA Medical Center
Title: Tirza Austin Jenkins - Contracting Officer
Address: 5201 Raymond Street
City: Orlando State FL Zip 32803
Telephone #(s): (407) 631-1133

PERSONNEL STAFFINGSTAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1. Dr. Laster B. Walker
(Name) Twenty (20) years leadership experience managing personnel, property accountability, and physical security. Twelve (12) years' experience teaching and training in a classroom or workshop environment. 36 years of transportation experience including military, public, private sector.
President
(Title)
2. Steven Rich
(Name) Twenty years in the transporation industry performing a variety of roles. General Manager, Auditor, Quality Control, and Director of Transportation
Quality Control Officer
(Title)
3. _____
(Name)

(Title)
4. _____
(Name)

(Title)
5. _____
(Name)

(Title)

RFP NO. 040419

EXHIBIT E

PAGE 1 of 3

PRICE PROPOSAL AND CERTIFICATION

The undersigned OWL INC, having carefully examined the information

(Name of Offeror)

contained in the Beaufort County RFP Number # 040419 dated April 4, 2019, proposes to provide Transportation services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

Monthly Cost: \$23,595.00.

Annual Cost: \$ \$283,140.00.

In compliance with the Request for Proposal # 040419, and subject to all conditions thereof, the undersigned agrees:

- (a) This proposal, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- (b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES

NO

(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

RFP NO. 040419

EXHIBIT E

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # 040419. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of April 4, 2019, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: OWL INC

BY:  DATE: 04/04/2019
(Signature)

TYPE/PRINT: Dr. Laster B. Walker President
(Name) (Title)

ADDRESS: 87 Coles Court
(Street Address and/or P. O. Box Number)

<u>St. Johns</u>	<u>Florida</u>	<u>32259</u>
(City)	(State)	(Zip Code)

PHONE: (904) 755-4720 FAX: (904) 230-6753
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: dr.walker@owlingroup.com

FEDERAL ID#: 80080840 S.C. TAX #: 80080840

EXHIBIT E

IS YOUR FIRM: 1. SOLE PROPRIETORSHIP _____ YES _____ NO
2. PARTNERSHIP _____ YES _____ NO
3. CORPORATION ✓ YES _____ NO

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

YES ☒ NO IF YES, SPECIFY: MBE WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? YES _____ NO _____

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____



City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

Owl Inc
DBA: Owl Inc
176 CROGHAN SPUR RD 220
CHARLESTON, SC 29407

DATE OF ISSUE		
MO	DAY	YEAR
2	28	2019

— CLASS —
3 - 561311

2019

LICENSE # 51992

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW; OR, IF THERE BE NO SUCH WINDOW, THEN IN A CONSPICUOUS PART OF THE BUSINESS PLACE.

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA



City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

Business License Receipt

DATE	02/28/2019
INVOICE #	00118551

ACCOUNT:

Owl Inc
DBA: Owl Inc
176 CROGHAN SPUR RD 220
CHARLESTON, SC 29407

Class: 3
NAICS: 561311

LICENSE #	51992
-----------	-------

Date	Status	Payment	Amount
02/28/2019	Paid In Full	Credit Card	\$1,363.70

Total Paid **\$1,363.70**

City of Charleston
Revenue Collections
P.O. Box 22009
Charleston, SC 29413-2009

BUSINESS LICENSE

Owl Inc
DBA: Owl Inc
176 CROGHAN SPUR RD 220
CHARLESTON, SC 29407



City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

Owl Inc
DBA: Owl Inc
176 CROGHAN SPUR RD 220
CHARLESTON, SC 29407

DATE OF ISSUE		
MO	DAY	YEAR
2	28	2019

— CLASS —
5 - 541211

2019

LICENSE # 51993

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW;
OR, IF THERE BE NO SUCH WINDOW, THEN IN A
CONSPICUOUS PART OF THE BUSINESS PLACE.

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA



City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

Business License Receipt

DATE	02/28/2019
INVOICE #	00118558

ACCOUNT:

Owl Inc
DBA: Owl Inc
176 CROGHAN SPUR RD 220
CHARLESTON, SC 29407

Class: 5
NAICS: 541211

LICENSE #	51993
-----------	-------

Date	Status	Payment	Amount
02/28/2019	Paid In Full	Credit Card	\$1,825.30

Total Paid **\$1,825.30**

City of Charleston
Revenue Collections
P.O. Box 22009
Charleston, SC 29413-2009

BUSINESS LICENSE

Owl Inc
DBA: Owl Inc
176 CROGHAN SPUR RD 220
CHARLESTON, SC 29407



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hugh Wood Inc, Philadelphia 200 South Broad Street Philadelphia PA 19102		CONTACT NAME: PHONE (A/C, No, Ext): 215-732-0500 E-MAIL ADDRESS: insurance@hughwood.com FAX (A/C, No): 215-732-1208	
INSURED Owl Inc. dba Owl Inc. Transportation 87 Coles Court Saint Johns, FL 32259		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: The Charter Oak Fire Ins CO INSURER C: Travelers Indemnity Co of Amer INSURER D: INSURER E: INSURER F:	
OWLINCT-01		NAIC # 25674 25615 25666	

COVERAGES**CERTIFICATE NUMBER:** 1220583478**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TC2J-GLSA-3608A391-18	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TC2J-CAP-3608A38A-18 TJ-BAP-3608A378-18	10/1/2018 10/1/2018	10/1/2019 10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	UB 9K205246 18 UB 9K205572 18	10/1/2018 10/1/2018	10/1/2019 10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Beaufort County is included as Additional Insured with respects to the General Liability and Auto Liability as required by written contract.

30 Day Notice of Cancellation

CERTIFICATE HOLDER**CANCELLATION**Beaufort County
Attn: Purchasing Director
P.O. Drawer 1228
Beaufort SC 29901-1228

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Zoning Map Amendment/Rezoning Request for R100 029 000 0046 0000, 10.69 acres at 126 Broad River Boulevard, from C3-Neighborhood Mixed Use District to C5-Regional Center Mixed-Use District

Council Committee:

Natural Resources

Meeting Date:

May 20, 2019

Committee Presenter (Name and Title):

Robert Merchant, AICP, Assistant Community Development Director

Issues for Consideration:

See staff report

Points to Consider:

See staff report

Funding & Liability Factors:

Council Options:

Approve or disapprove

Recommendation:

Approval



MEMORANDUM

TO: Natural Resources Committee of County Council
FROM: Robert Merchant, AICP, Beaufort County Community Development Department
DATE: May 13, 2019
SUBJECT: Zoning Map Amendment/Rezoning Request for R100 029 000 0046 0000, 10.69 acres at 126 Broad River Boulevard, from C3-Neighborhood Mixed Use District to C5-Regional Center Mixed-Use District; Owner: 10 Frontage Road LLC, Applicant: Andy Burris

STAFF REPORT:

A. BACKGROUND:

Case No. ZMA-2019-02
Owner/Applicant: 10 Frontage Road, LLC; Agent: Andy Burris
Property Location: Located in the Burton area on the north side of Broad River Boulevard approximately 1,200 feet west of the intersection with US 21 (Parris Island Gateway)
District/Map/Parcel: R100 0290 000 0046 0000
Property Size: 10.69 acres
Current Future Land Use Designation: Urban Mixed Used
Current Zoning District: C3-Neighborhood Mixed-Use (C3-NMU)
Proposed Zoning District: C5-Regional Center Mixed-Use (C5-RCMU)

B. SUMMARY OF REQUEST:

The owners of a 10.69-acre parcel located on the north side of Broad River Boulevard approximately 1,200 feet west of the intersection with US 21 (Parris Island Gateway) is requesting to change the zoning of the property from C3-NMU to C5-RCMU. The owner is interested in development multi-family housing on the property. While C3-NMU allows multi-family housing, developments are limited to a maximum of 80 dwelling units and a maximum height of 2 ½ stories.

While the parcel is just over 10 acres, the rear half of the property is a wetland. The parcel contains a dwelling unit that is in the Beaufort County Above Ground Historic Sites Survey. The structure has been determined to be not eligible for the National Register of Historic Places.

This same rezoning went before the Metro Planning Commission at their December 19, 2016, meeting. At that time, the MPC did not recommend rezoning the property because it was felt that the applicant had options to develop multi-family housing under its existing zoning designation – C3-Neighborhood Mixed-Use. Since that time, Beaufort County Council approved a zoning amendment that removed a requirement that multi-family housing in C3 needed to be located in mansion apartments with no more than 6 units per building. However, the applicant wishes to construct more than 80 units in 3 story buildings, and utilize the affordable housing density bonuses available in the C5-Regional Center Mixed-Use district.

C. ZONING MAP AMENDMENT ANALYSIS: Section 7.3.40 of the Community Development Code (CDC) states that a zoning map amendment may be approved if the proposed amendment:

1. ***Is consistent with and furthers the goals and policies of the Comprehensive Plan and the purposes of this Development Code:***
The proposed amendment is not consistent with the future land use map of the Beaufort County Comprehensive Plan and would require an amendment to the plan itself. The Comprehensive Plan advocates the development of affordable housing. This zoning amendment has the potential to foster the development of affordable housing in a centrally located area with relatively close proximity to employment and retail.
2. ***Is not in conflict with any provision of this Development Code, or the Code of Ordinances:***
As stated above, the proposed zoning district of C5-RCMU is not consistent with Table 1.4.10.A of the CDC for parcels that are designated as Urban Mixed-Use in the Comprehensive Plan.
3. ***Addresses a demonstrated community need:***
The proposal has the potential to foster the development of affordable housing.
4. ***Is required by changing conditions:***
The character of the surrounding area has not changed significantly in the last 10 years.
5. ***Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land.***
There is a mix of uses along Broad River Boulevard in the vicinity of this parcel. These uses include small warehouses, private social clubs, churches, a small mobile home park, and single-family residential.
6. ***Would not adversely impact nearby lands.***
Properties located to the east and across from Broad River Boulevard from this parcel are zoned C5-RCMU and would not be adversely impacted by amending the zoning of this parcel.
7. ***Would result in a logical and orderly development pattern.***
See item 6 above.
8. ***Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.***
Approximately one half of the parcel is wetland that would be required to be preserved. There should be no adverse impacts assuming that applicable local, state, and federal

environmental protection requirements are met with any future development of the parcel.

9. *Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, storm water management, solid waste collection and disposal, schools, parks, police, and fire and emergency facilities)*

The proposed rezoning is located in close proximity to utilities and public facilities.

Sewer is available on Parris Island Gateway; water lines are available along Broad River Boulevard.

D. NORTHERN BEAUFORT COUNTY REGIONAL PLAN

The proposed parcel is located within the growth boundary as put forth in the Northern Beaufort County Regional Plan. The regional plan and the intergovernmental agreement that implements the plan require that all increases in zoning in unincorporated Beaufort County located within the growth boundary explore options to annex into the appropriate municipality – in this case the City of Beaufort. The intergovernmental agreement states the following:

The county shall encourage any landowner who seeks an increase in densities/intensities under current zoning on lands that are not contiguous to a municipality but within the growth boundary, to explore ways to annex the land. If annexation is not feasible, following the procedures outlined in Section G (below) the County will consult with the Planning Staffs of the City of Beaufort and the Town of Port Royal to determine the following: a. Whether the proposed zoning amendment or planned unit development is consistent with the Comprehensive Plan of the municipality in whose future growth area the proposed development is located; and b. Whether the proposed zoning amendment or planned unit development is consistent with the Northern Beaufort County Regional Plan.

This report has been sent to the City of Beaufort staff. Beaufort County staff will consult with City staff to determine whether annexation is feasible and whether this rezoning is consistent with the Northern Regional Plan.

E. STAFF RECOMMENDATION:

Staff supports the rezoning of this property from C3-NMU to C5-RCMU with the following condition:

- County staff will consult with City of Beaufort staff to determine whether annexation is feasible for this parcel and whether the proposed zoning designation is consistent with the Northern Beaufort County Regional Plan.

F. BEAUFORT-PORT ROYAL METROPOLITAN PLANNING COMMISSION

RECOMMENDATION: At the March 18, 2019 meeting of the Metro Planning Commission, Judy Alling motioned and Jim Crowder seconded to recommend approval of the proposed zoning amendment. The motion passed unanimously.

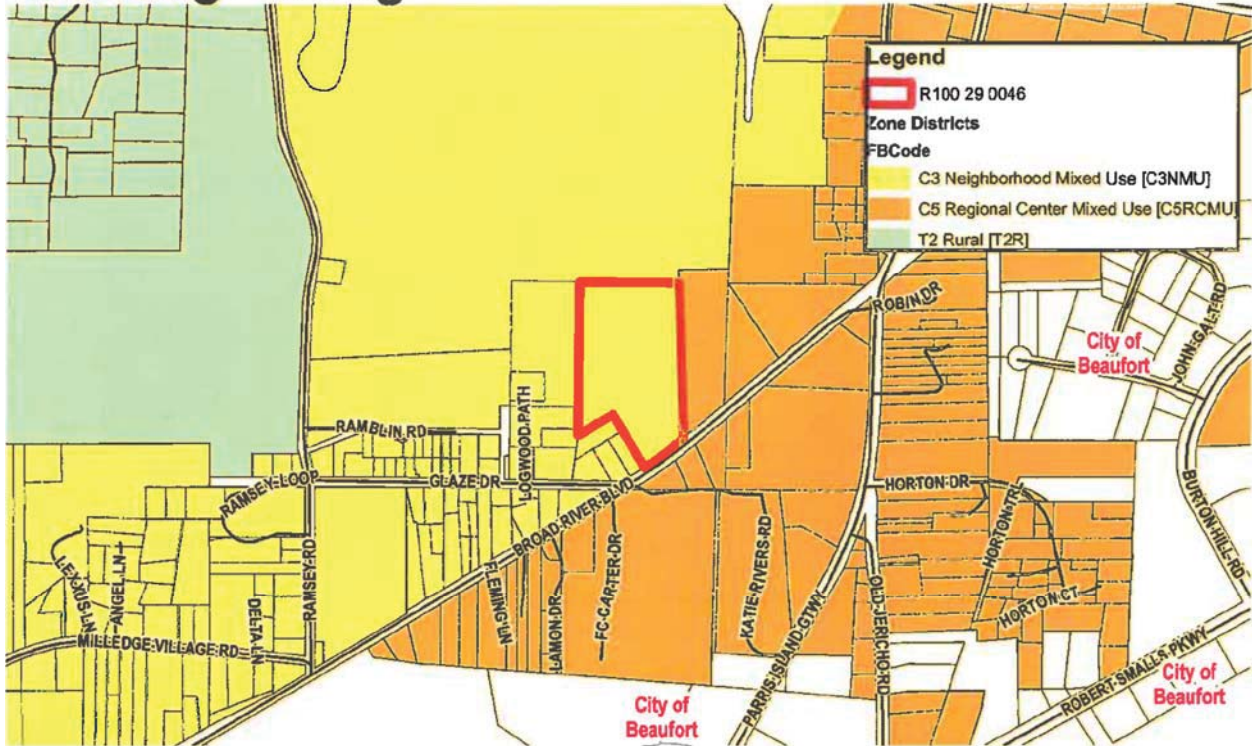
G. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION:

Chairman Semmler asked for a motion regarding the rezoning request. Mr. Jason Hinchler made a motion to approve the rezoning request from C3 Neighborhood Mixed Use to C5 Regional Center Mixed Use with a strong recommendation to forward the affordable housing issue to the Natural Resources Committee for their input. Dr. Caroline Fermin seconded the

motion. The motion to approve the request was unanimous. The affordable housing issue that was brought up at the meeting was the possibility of adopting a text amendment regarding the C3 zoning to exceed the 80-unit cap if a percentage of the units meet the definition of affordable housing.

H. ATTACHMENTS: Zoning Map (existing and proposed)

Existing Zoning



Proposed Zoning





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Public Access and Passive Recreation Projects Reservation Request

Council Committee:

Natural Resources

Meeting Date:

May 20, 2019

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

A request to reserve \$2.91M for the imminent planning and construction of public access and passive recreation projects on RCLP passive parks.

Points to Consider:

1) The Passive Parks Public Use Work Plan identifies properties of the highest priority for completion of public access and passive recreation. 2) Maintenance at these properties is currently being done, or will be under an MOU with a partnering agency. 3) Completion of the projects will provide immediate revenue generation to be used towards maintenance and management of these, and other, passive park properties. 4) County Council approved the Passive Park Program support resolution on April 22, 2019.

Funding & Liability Factors:

\$2.145M requested to be reserved from the 2014 Land Preservation Bond funding and \$765,000 requested to be reserved from the 2018 Land Preservation Bond funding (total of \$2.91M).

Council Options:

1) Approve the request, 2) Approve the request with revisions, 3) Do not approve the request

Recommendation:

Approve the requested amount and sources as written.

RESOLUTION 2019/___

**A RESOLUTION TO SUPPORT PUBLIC ACCESS AND PASSIVE RECREATION PROJECTS
ON RURAL AND CRITICAL LAND PRESERVATION PROGRAM PASSIVE PARK
PROPERTIES**

WHEREAS Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program, and;

WHEREAS the 2012, 2014, and 2018 Land Preservation Bond referenda passed with 62%, 73%, and 70% approval, respectively, by the citizens of Beaufort County, and;

WHEREAS the 2012, 2014, and 2018 Land Preservation Bond referenda state that an amount “not to exceed 20%” of the funds may be used to improve existing and newly acquired open space and natural areas protected under the Program, and;

WHEREAS Beaufort County has acquired over 13,000 acres of fee-simple properties with Land Preservation funding, and anticipates acquiring additional fee-simple properties with Land Preservation funding, and;

WHEREAS Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens, and;

WHEREAS Beaufort County believes and supports that the preserved lands should be publically accessible with passive recreation improvements, and;

WHEREAS Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018, and;

WHEREAS Beaufort County adopted by Resolution (2019/18) the right to reserve Land Preservation Bond funds for the implementation of public access and passive recreation park improvement projects on a first come, first serve basis with \$2.72 (13.6%) million from the 2014 bond funding, of which \$575,000 has already been reserved for Mitchelville Freedom Park Phase I construction, and \$5 (20%) million from the 2018 bond funding.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA reserves an amount not to exceed \$2,145,000 (10.7%) from the 2014 Land Preservation Bond funding and an amount not to exceed \$765,000 (3.1%) from the 2018 Land Preservation Bond funding towards the implementation of public access and passive recreation projects, as listed in Exhibit A, on County owned fee-simple Rural and Critical Preservation Land Program passive parks.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock
Clerk to Council

Exhibit A

Public Access and Passive Recreation Projects

Crystal Lake Park (Construction)	\$400,000
Widgeon Point Preserve (Construction)	\$1,300,000
Fort Fremont Preserve (Safety/Security)	\$610,000
Fort Frederick Park (Design/Build)	\$500,000
Whitehall Park (Planning)	\$100,000
 TOTAL	 \$2,910,000

2019/___

SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603 013 000 0006 0000) (119.75 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON).

BE IT ORDERED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, HEREBY AMENDS THE OSPREY POINT PLANNED UNIT DEVELOPMENT (“PUD”) AND THE ORDINANCES AUTHORIZING THE SAME. THE SUMMARY AND FINDINGS OF THE COUNTY COUNCIL FOR THE AMENDMENT TO THE OSPREY POINT PUD IS ATTACHED HERETO AND ADOPTED BY THE COUNTY COUNCIL. THE COUNTY COUNCIL HEREBY ORDERS AS FOLLOWS:

1. The Planned Unit Development Amendment Ordinance enacted by the County Council by Ordinance 2014/31, following Third Reading on December 8, 2014, is hereby withdrawn and is of no further effect.

2. The original Osprey Point Planned Unit Development and Ordinance is hereby amended by the First Amendment to Osprey Point Development Agreement and PUD Zoning, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The original Osprey Point Planned Unit Development and Ordinance is hereby further amended to add and incorporate the Exhibits made a part of the First Amendment to Development Agreement and PUD Zoning. The First Amendment shall govern as to any conflict between its terms and those of the original Osprey Point Planned Unit Development and Ordinance. Except as amended by the First Amendment to Development Agreement and PUD Zoning, the original Osprey Point PUD shall remain in full force and effect.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Chairman

Approved as to form:

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

SUMMARY AND FINDINGS FOR AMENDMENT TO OSPREY POINT PUD

The Owner of the Osprey Point PUD has submitted a new requested First Amendment to Osprey Point Development Agreement and PUD Zoning (“First Amendment”), a copy of which is attached hereto as Exhibit C and incorporated herein by reference. This First Amendment contains the requested changes to both the Osprey Point Development Agreement and the Osprey Point PUD Zoning.

By way of background, the Osprey Point Development Agreement, with accompanying PUD Zoning, was made and entered between the Owner and Beaufort County for Osprey Point, recorded in Book 2888 at page 169, *et. seq.*, on September 3, 2009, following passage by the County Council and due execution by the parties. Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point.

Significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD. The Owner seeks to amend the Osprey Point PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Osprey Point PUD.

Osprey Point will continue as a mixed use PUD, with commercial uses adjacent to Highway 170, residential uses in the center of the Property, and a green space/community area on the eastern

boundary adjacent to the marshes of the Okatie River. Internal interconnectivity and all environmental standards are maintained. The internally integrated nature of the development, the interconnectivity to adjacent parcels, and other features justify the continuing PUD status for the Property.

Without limitation, the following changes are being made by way of the attached First Amendment:

The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of the Development Agreement and are referenced in the attached First Amendment. The allowed density for commercial development remains 207,000 square feet. The new allowed residential density is 345 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the discretion to determine the mix of single family detached, attached and multifamily units. Notwithstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Osprey Point Amended Master Plan, which is hereby incorporated into this First Amendment and made binding upon the Property. As noted on the Amended Master Plan, a portion of the Property nearest to the marshes will be utilized for open space and a passive riverfront park, with no residential construction allowed. The residential zone adjoins the riverfront park and extends to the Connector Road. Any townhome or multifamily units will be located so as to be near and most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth in the original PUD and Development Agreement. The commitment to a village scale commercial design, as provided under the original PUD and Design Guidelines, remains unchanged.

The Public Safety Site shall be located within the Commercial/Mixed Use area of the Amended Master Plan. The area to be donated for a Public Safety Site shall be 1/2 (.5) acre, sufficient for a Fire/EMS facility. Required drainage and open space for the Public Safety Site shall be provided on the adjacent Commercial Area so that the Public Safety Site shall be a buildable area footprint.

The amended Design Guidelines set forth in Section IV(M) of the First Amendment (and Exhibit F thereto) are established for Osprey Point. Subject to the same reservations and conditions provided under the original Development Agreement, the Development Schedule is hereby amended as set forth in Exhibit D to the First Amendment.

The foregoing is intended generally to describe the nature of the PUD amendment approved hereby. The First Amendment to Development Agreement and PUD Zoning, attached as Exhibit C hereto, shall be the controlling document regarding changes made to both the original Osprey Point Development Agreement and the original Osprey Point PUD. Except as amended by this First Amendment to Development Agreement and PUD Zoning, the original Osprey Point Development Agreement and the original Osprey Point PUD shall remain in full force and effect.

EXHIBIT 1

First Amendment to Development Agreement and PUD Zoning

[Attached]

EXHIBIT 1

2019/____

FIRST AMENDMENT TO THE OSPREY POINT DEVELOPMENT AGREEMENT, ENTERED BY AND BETWEEN LCP III, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY (THE “OWNER”), AND BEAUFORT COUNTY, SOUTH CAROLINA (“COUNTY”), UPON THE COUNTY COUNCIL’S APPROVED FINDINGS AND TERMS.

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976, as amended) (the “Act”), the Owner and County entered into a Development Agreement dated September 3, 2009, recorded on September 11, 2009 in Book 02888 at Pages 0169-0550 of the Register of Deeds for Beaufort County, South Carolina (“Development Agreement”), the Development Agreement having been authorized by the Beaufort County Council (“County Council”) upon Third and Final Reading on October 27, 2008; and

WHEREAS, the Owner and the County desire to amend the terms of the Development Agreement as set forth in the First Amendment to Development Agreement and PUD Zoning (“First Amendment”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, after due investigation, the County Council has determined that it is in the best interests of the County to approve the First Amendment and authorize its execution and delivery; and

WHEREAS, the County Council finds that the development of the Property as proposed in the Amended Master Plan, as defined in the First Amendment, is consistent with the County’s comprehensive plan and land development regulations applicable to the Property; and

WHEREAS, Section 6-31-60(B) of the Act provides that “a major modification of the Development Agreement may occur only after public notice and a public hearing”; and

WHEREAS, after a duly noticed public hearing held by the County Council, the County Council approved the County's entry of the First Amendment by an Ordinance legally adopted on June 24, 2019 and the conditions precedent to the execution and delivery of the First Amendment have been met; and

THEREFORE, BE IT ORDERED, that the County Council hereby authorizes the entry by the County into the First Amendment in the form attached hereto as Exhibit A.

The County Council further authorizes the Chairman of the County Council and the County Administrator to execute and deliver the First Amendment to the Owner. The Council Clerk is hereby authorized to affix, emboss, or otherwise reproduce the seal of the County to the First Amendment and attest the same.

This Ordinance shall be effective from and after the date of adoption. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Chairman

Approved as to form:

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT AND PUD ZONING**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND PUD ZONING (this “First Amendment”) is made and entered into as of the 24th day of June 2019, by and between LCP III, LLC, a South Carolina limited liability company (the “Owner”), and BEAUFORT COUNTY, SOUTH CAROLINA (the “County”).

WITNESSETH

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976, as amended) (the “Act”), the Owner and County entered into a Development Agreement dated September 3, 2009, recorded on September 11, 2009 in Book 02888 at Pages 0169-0550 of the Register of Deeds for Beaufort County, South Carolina (“Development Agreement”), the Development Agreement having been authorized by the Beaufort County Council (“County Council”) upon Third and Final Reading on October 27, 2008; and

WHEREAS, in 2014, the Owner and the County negotiated for and the County Council approved an amendment to the Development Agreement and PUD Zoning but a dispute arose over whether that amendment agreement was ever consummated or is legally effective and, in consideration of this First Amendment to Development Agreement, the parties hereto hereby mutually agree that the 2014 proposed amendment is of no force and effect; and

WHEREAS, in 2017, the Owner pursued a further amendment to the Development Agreement but that application was later abandoned or withdrawn by the Owner; and

WHEREAS, therefore, the Development Agreement, dated September 3, 2009 and recorded on September 11, 2009, has remained in full force and effect as originally written prior to entry of this First Amendment to Development Agreement; and

WHEREAS, the Owner and the County now desire to amend the terms of the Development Agreement as set forth hereinbelow; and

WHEREAS, Section 6-31-60(B) of the Act provides that “a major modification of the Development Agreement may occur only after public notice and a public hearing”; and

WHEREAS, after a duly noticed public hearing held by the County Council (the “County Council”), the County Council approved this First Amendment to Development Agreement by an Ordinance legally adopted on June 24, 2019; and

WHEREAS, pursuant to the Act and the Ordinance adopted by the County Council on June 24, 2019, the parties have entered into this First Amendment to Development Agreement and PUD Zoning.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto agree as follows.

1. INCORPORATION

The above recitals are hereby incorporated into this Agreement.

2. MODIFICATION OF CERTAIN DEFINED TERMS

The definitions of the following capitalized term in Section II on Page 3 of 38 of the Development Agreement shall be modified to read as follows:

“Development Plan” means the layout and development scheme contemplated for the Property, as more fully set forth in the updated PUD approval for Osprey Point, attached hereto as Exhibit B, and as may be modified per the terms of this agreement. All references to Exhibit B in the Development Agreement and also herein shall mean the updated Exhibit B attached hereto.

Except as modified above, all capitalized terms used in this First Amendment to Development Agreement shall have the meaning ascribed to them in the Development Agreement.

3. MODIFICATION OF SECTION III - TERM AND AMENDMENTS

Section III on Page 4 of 38 of the Development Agreement is hereby amended to provide as follows:

(a) The Development Agreement was for an initial term of five (5) years unless extended by the mutual agreement of the County and the Owner.

(b) After its entry, the Development Agreement was subject to the South Carolina General Assembly’s 2010 Joint Resolution to Extend Certain Government Approvals Affecting the Development of Real Property Within the State (H4445) and the 2013 Joint Resolution to Suspend the Running of Certain Governmental Approvals Affecting the Development of Real Property within the State for the Period Beginning January 1, 2013 and Ending December 31, 2016 (H3774) (the “Joint Resolutions”). Based on the foregoing Joint Resolutions tolling the term of the Development Agreement by operation of law from its inception until December 31, 2016, the Development Agreement will expire on January 1, 2022.

(c) The parties further agree that the term of the Development Agreement, as amended hereby, shall be extended to a date that is five (5) years from the date of the approval and execution of this First Amendment to Development Agreement by the County and the Owner (the “Term”), except as provided in the following paragraph. Because of uncertain and changing market conditions, the parties further agree that either the Owner or the County may request that the other party consent and agree, which consent and agreement shall not be unreasonably withheld, to an extension of the term of the Development Agreement for another period of five years if requested more than one year before the expiration of the Term and if at that time the Owner still owns twenty-five or more acres of highland as provided in S.C. Code Ann. § 6-31-40.

(d) The County will have no liability to the Owner or any third party in the event a court of competent jurisdiction in a final unappealable order rules that the extension of the Term as provided in Section 3(c) is for any reason unenforceable. In the event of such unenforceability, the Term shall extend to January 1, 2022.

4. DELETION OF SECTION IV(A)

Section IV (A) is hereby deleted.

5. MODIFICATION OF SECTION IV(C)

Section IV(C) on Pages 5-6 of 38 of the Development Agreement is hereby deleted and the following is substituted in its place:

Permitted Uses. Permitted uses on the Property include single-family dwellings and accessory uses thereto, recreational uses such as parks, water-related amenities and the like, and commercial, office and retail uses as shown and depicted on the attached Osprey Point PUD approval that is labeled Exhibit B. No more than three hundred and forty-five (345) single-family dwelling units, and no more than 207,700 square feet of nonresidential commercial, office and/or retail space shall be constructed on the Property. Timesharing or fractional ownership uses shall not be permitted. Owner or its assigns shall be allowed to convert up to 10% of the total residential units allowed to additional commercial square footage allowed, at the rate of one residential unit equal to 2,400 square feet of commercial, as a matter of right thereunder. An additional 10% of total residential units may be converted to additional commercial square footage allowed, at the same conversion rate, to accommodate economic development opportunities only for above average wage jobs, within the original commercial area or adjacent thereto, if such additional conversion is approved by the Land Management Committee of County Council, after consultation with the Planning Department. Such additional square footage of commercial shall be developed within the commercial area of the PUD or within reasonable close proximity thereto, so as to preserve the general pattern of uses established under the PUD, and no amendment hereto or to the PUD shall be required.

Furthermore, it is expressly understood and hereby provided that lodging facilities (hotel/motel) may be desirable in or near the commercial area of the PUD, and such units are expressly allowed. It is hereby agreed that any lodging facilities, as well as ancillary services and facilities typically located within hotel or motel uses, will not count against overall residential density. All such facilities shall count as commercial square footage.

6. MODIFICATION OF SECTION IV(F)

So much of Section IV(F) on Pages 7-8 of 38 of the Development Agreement is hereby amended as to provide that Owner agrees to build the frontage road (road behind commercial tract) before the platting of Phase III of the development and the building of any commercial development. Owner agrees to provide adequate bonding, in accordance with Beaufort County law and other applicable Beaufort County policies and procedures, to guarantee construction of the road if the road is not constructed by the time specified in the previous sentence. County agrees to cooperate with Owner in seeking a reciprocal easement from the BCSD that is necessary to facilitate the construction of the Connector Road's connectivity to Hwy 170. Except as amended hereby, Section IV(F) of the Development Agreement shall remain in full force and effect.

7. MODIFICATION OF SECTION IV(G)

Section IV(G) on Pages 8-10 of 38 of the the Development Agreement is hereby deleted. The parties agree that the Property and contemplated project shall be subject to all applicable impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessments that were or may be adopted after entry of the Development Agreement or this First Amendment.

The County agrees to cooperate with Owner in seeking the reciprocal easement from the School District for the use of the existing road and the road be constructed behind the commercial frontage that will provide a second ingress and egress to Highway 170 for the School.

Owner will pay an impact fee of \$1,500 for each residential unit at the time of obtaining the building permit. This fee would terminate if the County were to adopt a school impact fee during the Term at which time the Owner would pay the amount of the County-wide fee in lieu of the amount of the fee specified herein.

8. MODIFICATION OF SECTION IV(H)

Section IV(H) on Pages 10-12 of 38 of the the Development Agreement is hereby deleted. The parties agree that the Property and contemplated project shall be subject to all applicable impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessments that were or may be adopted after entry of the Development Agreement or this First Amendment.

9. MODIFICATION OF SECTIONS IV(E) AND (I)

Sections IV (E) and (I) on Pages 7 and 12 of 38 of the the Development Agreement, respectively, are hereby deleted upon the specific condition that the Property shall not be annexed into Jasper County, the Town of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement. In lieu of said Sections IV (E) and (I), Owner hereby agrees to comply with all public park, open space, and recreation requirements contained in the Beaufort County Subdivision Ordinance in effect at the time the project's preliminary site plan is approved. In the event of any conflict between the Beaufort County Subdivision Ordinance and Exhibit B, the layout and development scheme of Exhibit B shall control. The parties hereby agree that the layout and development scheme shown on Exhibit B satisfies all public park, open space, and recreation requirements. The common areas, open space, and recreation on the Property shall be for the benefit of the community on the Property rather than the public at large.

Owner further agrees that if the Property is annexed into Jasper County, the Town of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement, in addition to the County's remedies preserved by Section VIII(O) below, the Owner shall be responsible to comply with Section IV(I) on Page 12 of 38 of the original Development Agreement. Owner hereby agrees that this undertaking shall survive the termination of the Development Agreement as amended hereby.

10. MODIFICATION OF SECTION IV(K)

Section IV(K) on Page 13 of 38 of the Development Agreement is hereby amended to provide that the public safety site shall be at least one-half (.5) acre instead of approximately one (1.0) acre.

11. MODIFICATION OF SECTION IV(M)

Section IV(M) on Pages 13-14 of 38 of the Development Agreement is hereby deleted and replaced with the following:

The Design Guidelines applicable to the residential dwelling units shall consist of the various elevations attached hereto as Exhibit F. The architectural review board established under the restrictive covenants must approve in writing any material deviation from the Design Guidelines before construction occurs.

12. DELETION OF SECTION V

Section V on Page 14 of 38 is hereby deleted in its entirety.

13. MODIFICATION OF SECTION VI

Section VI on Pages 14-15 of 38 of the Development Agreement is hereby amended to provide that the applicable development schedule is the Amended Development Schedule attached hereto as Exhibit D. Except as amended hereby, Section VI of the Development Agreement shall remain in full force and effect.

14. MODIFICATION OF SECTION VII

Section VII on Pages 15-16 of 38 of the Development Agreement is hereby amended to add the following new paragraphs at the end of the section:

Notwithstanding any provision to the contrary in this Development Agreement, the parties agree that the Property and Project shall be subject to any and all impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessment that were or may be adopted after entry of the Development Agreement or this First Amendment.

Notwithstanding anything to the contrary in this Development Agreement, the parties agree that the Owner shall be deemed to comply with all public park, open space, and recreation requirements contained in the Beaufort County Subdivision Ordinance in effect at the time the project's preliminary site plan is approved if the project's preliminary site plan is in accordance with Exhibit B..

Notwithstanding anything to the contrary in this Development Agreement, the Owner shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean

and Coastal Resource Management, and their successors, for the handling of storm water that are in effect at the time of permitting.

15. MODIFICATION OF SECTION VIII(D)

The last sentence of Section VIII(D) on Page 17 of 38 of the Development Agreement is hereby deleted and replaced with the following:

If the BJWSA concurs, Owner is not required to use treated water for irrigation purposes.

16. MODIFICATION OF SECTION VIII(E)

Section VIII(E) on Pages 17-19 of 38 of the Development Agreement is hereby amended as follows: The third, fourth, fifth, sixth, and seventh sentences shall be deleted. The first and second sentences shall be retained and modified as follows:

Drainage System. All storm water runoff and drainage system improvements within the Property will be designed utilizing the County's best management practices in effect at the time development permits are applied for, will be constructed by Owner, Developer or their assigns, and will be maintained by Owner, Developer and/or a Homeowners' Association. The County of Beaufort will not be responsible for any construction or maintenance costs associated with the drainage system within the Property.

The Owner, its successors and assigns, shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water that are in effect at the time of permitting.

17. DELETION OF SECTION VIII(K)

Section VIII(K) on Page 20 of 38 is hereby deleted in its entirety.

18. ADDITION OF NEW SECTION SECTION VIII(O)

A new Section VIII(O) shall be added as follows:

Agreement Not To Annex. Owner agrees that it shall not seek or permit the Property to be annexed into Jasper County, the City of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement. This provision may be enforced by the County by all available legal means, and include all remedies available at law or in equity, including specific performance and injunctive relief. Owner hereby agrees that this undertaking shall survive the termination of the Development Agreement as amended hereby. County agrees that its Community Development Department will process all complete application submittals (e.g., development permit, building permit, plat submittals, etc.) by providing comments or decisions on matters within its jurisdiction within two weeks of submittal.

19. MODIFICATION OF SECTION XIII

The notice address for each party to the Development Agreement as set out in Section XIII on Page 24 of 38 of the Development Agreement is hereby amended as follows:

If to Owner: Nathan Duggins, III
P.O. Box 2888
Greensboro, NC 27402

Copy to: G. Trenholm Walker
PO Drawer 22167
Charleston, SC 29413-2167

If to County: Beaufort County Administrator
PO Box 1228
Beaufort, SC 29901

Copy to: Thomas J. Keaveny, II
Beaufort County Attorney
PO Box 1228
Beaufort, SC 29901

Except as amended hereby, Section XIII of the Development Agreement shall remain in full force and effect.

20. CONFORMANCE OF PUD ZONING

The parties agree that the PUD zoning for the Property is amended in all respects to be in conformance with the Development Agreement as amended by this First Amendment, such that everything allowed and granted under their terms are allowed and granted by the PUD zoning.

21. RATIFICATION OF DEVELOPMENT AGREEMENT

Except as expressly modified or amended by this First Amendment, the parties hereto ratify and affirm all provisions of the Development Agreement approved by the County Council on October 27, 2008, entered by the parties on September 3, 2009, and recorded on September 11, 2009, in Book 02888 at Pages 0169-0550 with the Register of Deeds.

22. RECORDING

The Owner shall record this First Amendment in the real estate records of the County within fourteen (14) days of the execution of this First Amendment by the County.

23. EFFECTIVE DATE

This First Amendment is dated as of the Agreement Date and takes effect when the County and Owner have each executed this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

LCP III, LLC

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH
CAROLINA

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named LCP III, LLC, by its Manager, _____, sign, seal and as its act and deed, deliver the within written instrument and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

SWORN to before me this
____ day of _____, 2019

Notary Public Signs AS NOTARY
Notary Public for _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named BEAUFORT COUNTY, SOUTH CAROLINA, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written instrument and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

SWORN to before me this
 ____ day of _____, 2019

Notary Public Signs AS NOTARY
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A

Property Description

[See Original Development Agreement]

EXHIBIT B

Updated Master Development Plan and Opsrey Point PUD Approval

[Attached]

EXHIBIT C

Zoning Regulations

[See Original Development Agreement]

EXHIBIT D

Amended Development Schedule

[Attached]

Exhibit D

DEVELOPMENT SCHEDULE

Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be update by Owner as the development evolves over the term:

Year(s) of Commencement / Completion

<u>Type of Development</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Commercial (Sq. Ft.)					207,000
Residential, Single Family			75	75	75
Public Safety Site Transfer					100%

- 120 single family units are forecast to remain to be built at the end of five years.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

EXHIBIT E

Estimated Population at Project Buildout

[See Original Development Agreement]

EXHIBIT F

Amended Okatie Village Design Guidelines

[Attached]

EXHIBIT A

Property Description

The Osprey Point property consists of that certain piece and parcel of real property, and all improvements thereon, located in Beaufort County, South Carolina, containing 119.254 acres, more or less, and more particularly described on a plat prepared by Christensen Khalil Surveyors, Inc. date February 5, 2006, and last revised on June 15, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 120 at Page 103.

EXHIBIT B

Osprey Pointe Amended Master Plan

[Attached]

EXHIBIT B

BEAUFORT COUNTY ANIMAL SHELTER

BEAUFORT COUNTY PASSIVE PARK

BEAUFORT COUNTY SCHOOL DISTRICT PARCEL 'A'

BEAUFORT COUNTY SCHOOL DISTRICT PARCEL 'B'

MALIND POINTE (RIVER OAKS PUD)

DEVELOPMENT SUMMARY

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL ACRES:	+/- 18.66 ACRES
COMMERCIAL BUILDING SF:	207,700 SF
RESIDENTIAL DENSITY:	2.89 UNITS PER ACRE
TOTAL RESIDENTIAL UNITS***:	345
OPEN SPACE****:	+/- 48.05 ACRES (40.28% Open Space)
LOT SETBACKS:	
FRONT YARD:	20' Minimum
BACK YARD:	10' Minimum
SIDE YARD:	5' Minimum
LOT DIMENSIONS:	+/-52' X +/-120' (TYP.)
ROAD R/W	50'

*** PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED**
**** ALL EXISTING ROAD ACCESS EASEMENTS MAY BE UTILIZED FOR CONSTRUCTION ACCESS THROUGHOUT DEVELOPMENT**
***** ACTUAL LOCATION AND MIX OF LOT TYPES CAN BE ADJUSTED BY DEVELOPER BASED ON MARKET DEMAND**
****** INCLUDES 6.65 ACRES WITHIN THE COMMERCIAL AREA, TRAILS, AMENITY SITE, PARKS, WETLANDS, LAGOONS, AND OTHER NON-BUILDABLE AREAS**

DEVELOPMENT SUMMARY

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL ACRES:	+/- 18.66 ACRES
COMMERCIAL BUILDING SF:	207,700 SF
RESIDENTIAL DENSITY:	2.89 UNITS PER ACRE
TOTAL RESIDENTIAL UNITS***:	345
OPEN SPACE****:	+/- 48.05 ACRES (40.28% Open Space)
LOT SETBACKS: FRONT YARD: 20' Minimum BACK YARD: 10' Minimum SIDE YARD: 5' Minimum	
LOT DIMENSIONS:	+/-52' X +/-120' (TYP.)
ROAD R/W	50'

* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED
 ** ALL EXISTING ROAD ACCESS EASEMENTS MAY BE UTILIZED
 FOR CONSTRUCTION ACCESS THROUGHOUT DEVELOPMENT
 *** ACTUAL LOCATION AND MIX OF LOT TYPES CAN BE ADJUSTED
 BY DEVELOPER BASED ON MARKET DEMAND
 **** INCLUDES 6.65 ACRES WITHIN THE COMMERCIAL AREA,
 TRAILS, AMENITY SITE, PARKS, WETLANDS, LAGOONS, AND
 OTHER NON-BUILDABLE AREAS.

PREPARED FOR:
LCP III, LLC

PREPARED BY:

J. K. TILLER ASSOCIATES, INC.

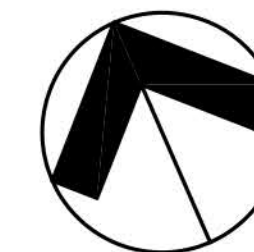


LAND PLANNING **LANDSCAPE ARCHITECTURE**
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
 Voice 843.815.4800 bill@tenpinckney.com Fax 843.815.4800

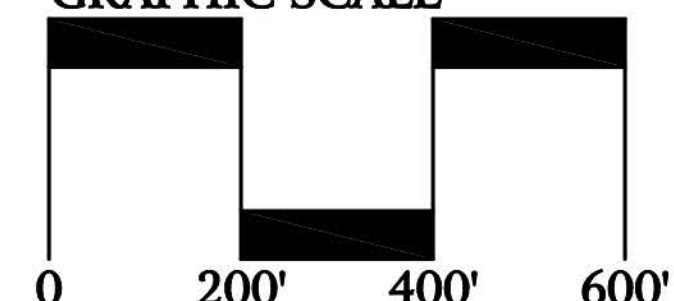


**MALIND BLUFF
MASTER PLAN
BEAUFORT COUNTY, SOUTH CAROLINA
MAY 24, 2019**

GRAPHIC SCALE



NORTH



THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION. JKT Job Number: 201731-01