

COUNTY COUNCIL OF BEAUFORT COUNTY

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COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA GOVERNMENTAL COMMITTEE (Includes Public Safety Division) Tuesday, September 3, 2013 2:00 p.m. Executive Conference Room Administration Building

Governmental Committee Members:

Jerry Stewart, Chairman
Laura Von Harten, Vice Chairman
Cynthia Bensch
Rick Caporale
Gerald Dawson
Brian Flewelling
Tabor Vaux

Staff Support:

Phil Foot, Division Director

1. CALL TO ORDER – 2:00 P.M.
2. PRESENTATION / SOUTH CAROLINA ASSOCIATION OF COUNTIES ([backup](#))
 - A. Services Provided
 - B. Flow Control Legislation
3. BLUFFTON TOWNSHIP FIRE DISTRICT – 2:30 P.M.
 - A. Request to Sell Sutphen Ladder ([backup](#))
 - B. FY 2014 Budget Amendment to Allow for Replacement Truck
4. CONSIDERATION OF CONTRACT AWARD
 - A. Highway Advisory Radio System ([backup](#))
5. A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED ([backup](#))
6. DISCUSSION / LOWCOUNTRY ECONOMIC ALLIANCE MEMORANDUM OF UNDERSTANDING ([backup](#))
7. DISCUSSION / BUSINESS LICENSE FEES – 3:00 P.M.
([backup](#))
8. ADJOURNMENT



Don't Dump on SC

Beaufort County Council

Beaufort, SC

9.3.13

Are YOU ready to answer these questions?

- * Why are my waste disposal rates going up?
- * What exactly are they dumping in that landfill?
- * Where is it coming from? Why?
- * Why can't YOU do anything about it?
- * Why did YOU let them dump that human waste here? Is there medical waste, too?
- * Uncomfortable questions? Yes!
- * The SC Senate and House must feel same way.

House Bill 3290 must not pass

We need your help!



“Business Freedom to Choose to Dump Whatever They Want Act”

- * Strips citizens of the right to choose (Home Rule)
- * Cripples your county’s ability to maintain waste operations
- * Will eventually force sale to private out-of-state companies, which means no control over dumping
- * House was misled that this was a local issue
- * Will be voted on in the State Senate and House early next year



What does the bill do?

- * H. 3290 strips your county's ability to designate where your community's garbage is disposed.

“To the extent that a county ordinance requires disposal of waste at one or more designated solid waste management facilities or requires recovered materials to be processed or recycled at one or more designated facilities, the ordinance is void.”



Consequences of the bill

- * Counties will be unable to carry out state law requirements to manage garbage disposal. The statutory requirement will remain without any way to meet the requirement.
- * Bonds previously issued to construct or close public landfills are jeopardized.
- * Counties will be unable to construct new transfer stations or landfills to meet community needs or shop their waste disposal for cheaper rates.



Consequences of the bill

- * The public will be ultimately liable for leaks at private landfills where their garbage was disposed.
- * Out of state waste will pour into SC –
 - * Government cannot prohibit out of state waste in private landfills under the US Constitution
 - * New York pays over \$130 per ton to dump waste in SC – SC average rate is \$38





Garbage giants are major political donors in SC

Published: May 15, 2013

The country's two largest waste companies have given at least \$106,000 in campaign contributions to S.C. legislators and candidates for governor during the past four years, according to financial reports filed with the state Ethics Commission.



'We are the pay toilet of the nation'

Published: November 17, 2008

Out-of-state garbage making South Carolina a waste destination

The Post and Courier

Powerful, out-of-state waste companies look at landfills in South Carolina as cheap places to bury garbage, and make money.



Landfill bill could hurt local taxpayers, officials say



Garbage, garbage everywhere in SC

Published: May 18, 2013



The Challenge

Who is pushing the bill?

- * Big \$\$\$\$\$. That is who.



- * Based in Houston



- * Based in Phoenix



- * Based in DC

Who is against the bill?

- * **South Carolina voters (76%), once understood**

- * Local, SC based waste hauling companies



SC Solid Waste & Recycling Professionals Association



Waste In SC

- * Currently 17 landfills in SC – a balance
 - * 9 public which will be affected
 - * 8 private which we can not affect
- * Nearly 75% of all garbage goes to private landfills
- * Over 500,000 tons of out of state waste goes to private landfills, we can not stop it (Commerce Clause)
- * Public landfills are required to have a certain % of recyclable materials; private are not



This effort is not...

- * An anti-litter campaign
- * Palmetto Pride or Keep America Beautiful
- * About eliminating landfills – they are a necessity
- * About bashing waste disposal companies – they provide a necessary service for many in our state

This effort is about...

- * **Protecting Home Rule**
- * **Protecting your bonding capabilities**
- * **Ultimate accountability**
- * **Making sure lawmakers know the truth**
- * **Letting voters, through county elections, make decisions on waste**
- * **Ensuring competition for small business**



South Carolina: This.



Or this?



What this means for OUR state

- * Opens floodgates for MORE out of state waste
- * We will become the dumping ground for all kinds of waste from other states
- * Other states that have previously taken out-of-state waste are starting to prohibit it or fill up (PA, OH, VA)
- * That path leads South to SC for prime dumping ground
- * Our pristine, affordable land will be bought by out-of-state companies and filled with waste - polluting our air and countryside

DON'T DUMP ON SC!!



Don't be fooled

- * Not just a local issue only affecting one county
- * Not just about a business's freedom to choose
- * Clever name yes, completely honest NO
- * If it passes, you (county government) will be ultimately accountable for a spill or long term environmental hazard
- * This is about big \$\$ and big profits for out-of-state companies



How can you help?

- * Sign up on Web Site
- * Op-Eds
- * Letters to the editor
- * Public meetings
- * Talk to your Senators and House members
- * Spread the word
- * Get involved!
- * Create Awareness that leads to Action





Don't Dump on SC

@DontDumpOnSC

Fighting to keep out-of-state waste, out of our state.

www.DontDumpOnSC.com



Don't Dump on SC

Be the first person to like this.

Like

Message



Community

Fighting to keep out-of-state waste, out of our state.

About – Suggest a Change



Photos

Can you help us make the SC Senate and House answer these questions?

- * Why are my waste disposal rates going up?
- * What exactly are they dumping in that landfill?
- * Where is it coming from? Why?
- * Why can't YOU do anything about it?
- * Why did YOU let them dump that human waste here? Is there medical waste, too?
- * WITH YOUR HELP...

H 3290 will not pass







BLUFFTON TOWNSHIP FIRE DISTRICT

357 FORDING ISLAND ROAD
BLUFFTON, SOUTH CAROLINA 29909
843-757-2800 • FAX 843-757-7305

August 27, 2013

Mr. Bryan Hill
Beaufort County Deputy Administrator
P.O. Drawer 1228
Beaufort, SC 29901

Mr. Hill,

Thank you for the very helpful meeting on Tuesday, August 27, 2013. During this meeting, we discussed a number of subjects including the problem history of our Sutphen ladder truck. This letter is advising you of our request to sell the truck and replace it with a more dependable and appropriate truck that meets our requirements and is within our strategic planning and financial ability. We recommend that we accept the Sutphen manufacturer's offer to purchase the truck, dated July 24, 2013 (see attached copy) and proceed to purchase the replacement within this fiscal year.

The following is our recommendation for purchasing a new aerial truck to replace the 2006 Sutphen aerial. After reviewing the potential options for a replacement, we have set a maximum required amount for the project at \$900,000. The sale price for the Sutphen is \$305,000 which leaves a difference to come from the District at \$595,000. We recommend the District use impact fees for this project for the following reasons:

The current impact fee account balance is \$584,171, this is within \$11,000 of the amount required and most likely with some careful negotiations we can make the vehicle budget fit within this amount. Impact fees can be used for this project since the purchase price is greater than \$100,000 which makes this a "system upgrade".

Utilizing impact fees will not further lower the general reserves. The balance in the general reserve will be approximately \$2,000,000 after the construction at Station #30 is completed. Utilizing impact fees does not require the District to enter into debt for the project. This will keep in line with our philosophy that the District needs to reserve the use of debt until there is no other option.

Development is beginning to return to the area. Although slowly, the District is seeing some increase in the rate in which the impact fund is growing. Funds can be expected to be replaced at a rate of \$175,000 to \$200,000 each year.

The BTFD Board Members are well informed of the details of the truck sale and the necessity to purchase a replacement truck. The Board, at its August 20, 2013 monthly Board meeting, approved the sale of the Sutphen for the price of the Manufacturers offer of \$305,000.00 and also approved a request to amend the current operating budget for the purchase of a replacement vehicle not to exceed \$900,000.00. The funding of the \$900,000.00 is detailed above.

Mr. Reynolds and I will follow up with you soon.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Turner". The signature is fluid and cursive, with the first name "Barry" written in a larger, more prominent script than the last name "Turner".

Barry Turner
Fire Chief,
Bluffton Township Fire District



BLUFFTON TOWNSHIP FIRE DISTRICT

Considerations for the Sutphen SPH-100 Aerial Apparatus

Staff Study Report and Recommendations

April 16, 2013

Introduction

This study is to identify the feasibility along with the positives and negatives of maintaining and/or replacing the Fire District's 100ft Aerial Truck manufactured by the Sutphen Corporation.

Problem

The Bluffton Township Fire District owns and operates an aerial device that is currently out of service due to the potential catastrophic failure of the 100 foot ladder. The consistent failure of the ladder's extension cables and numerous ladder component failures from this ladder and similar documented incidences from other fire departments require the fire district administration to remove the apparatus from service. The apparatus does not provide a sense of safety and reliability to those who must operate and climb the ladder which creates a lack of confidence in the apparatus. Secondary to the safety and life hazard issue, the apparatus has steadily become a costly maintenance expenditure. This apparatus needs to be evaluated before further safety and expense issues arise.

Facts Bearing on the Problem

Emergency calls for service have been on a rise in the Bluffton Township Fire District for many years. This requires emergency responders to handle numerous calls for service, these calls for service range in variety and severity.

Prior administration deemed the need for the district to acquire an aerial device that would benefit the citizens and property in which it protects. A committee was formulated to seek out the best apparatus for the needs of the district. After all of the reviews of apparatus manufactures, and the functions they offer, one was chosen for the district, the Sutphen SPH-100. The purchase price was \$837,673.00 unequipped.

This apparatus was purchased in September of 2006 but was never placed into service until March of 2007. Prior administration failed to have personnel trained before delivery of the apparatus and was slow to have qualified operators trained in a timely fashion. There was also a delay in having the equipment for the apparatus purchased and installed for use.

The apparatus, upon delivery, had a (1) one year full warranty with a (2) year aerial device mechanical warranty and a twenty (20) year aerial device structural warranty. The time the apparatus was being used for training and sitting idle exhausted much the full "bumper to bumper" warranty.

The administration changed on October 30, 2007. Barry Turner was promoted to Fire Chief and John Thompson was promoted to Deputy Fire Chief. The administration contacted Sutphen to inquire about the issues. Sutphen agreed to repair several items of failure that were out of the warranty period with no cost to the Fire District.

Discussion

Bluffton Township Fire District uses this apparatus for several different applications. Its primary function is for structure fires, where an elevated water stream is desired for operations. It also provides a safe means of ventilating roof top structures and victim removal from higher elevations. This apparatus also functions as part of our Special Operations Team. It responds with equipment and personnel for rescue incidents district wide.

Eventually when the apparatus was placed in service during March of 2007 and routinely used to respond on alarms, problems started to occur that needed to be corrected with the first mechanical issue being identified on August 1, 2007. These problems were repaired but continued to reoccur as time passed. The problems were found to be faulty electrical connections on the vehicle stabilizers for the aerial device. While investigating the cause of the initial malfunction more problems were found that originated during construction of the apparatus.

During that time the local Sutphen dealer, Dickert Marketing, lost their dealership status with the Sutphen Corporation. We directly contacted the manufacturer in Amlin, Ohio to address the problems and find a solution. We were advised that the Sutphen Corporation had teamed up with Stevens Fire Equipment from Morganton, North Carolina to be the new local vendor. The owner, Jerry Stevens, personally met with us to address our problems and to offer a solution. Mr. Stevens had our repairs completed at no cost to the district. Stevens Fire Equipment is an authorized Sutphen dealer who does not have an on-staff maintenance facility or personnel. They must rely on an out-sourced third party technician to complete their repairs. Palmetto Fire Apparatus from Hardeeville, SC made the required repairs on behalf of Stevens Fire Equipment during this period. *(Currently, Palmetto Fire Apparatus no longer contracts maintenance for Stevens Fire Equipment.)*

The issues which were repaired consisted of:

- Electrical problem with the sensors
- Rear wheels not tracking straight behind the front wheels, replaced all rear wheels
- Suspension air bag in contact with rear wheel
- Missing inner wheel skirt brackets

Some other major issues which required repair were,

- transmission failure
- radiator failure which has been repaired three times and replaced once.

The most important component of the apparatus is the 100ft. aerial ladder. Without the ladder the apparatus is just another pumper/engine. Unfortunately this is the most problematic part of the apparatus. Listed below is a time line of events that are dictating this study.

During an annual ladder certification test on August 01, 2007 it was found that there was damage to the 3rd set of extension cables that extend the ladder out. The cables were replaced and the truck returned to service.

On August 29, 2008 the same certification test was conducted and the left side base extension cables that extend the ladder were damaged. The cables were replaced and the truck returned to service.

During a training scenario, on March 18, 2009, the cable on the 1st extension section failed while firefighters were on the ladder. The truck was repaired and then tested by a third party company on April 09, 2009. The results of the test were the 3rd set of extension cables were found to be damaged and needing to be replaced again. The cables were replaced and the ladder was then retested on April 25, 2009 and the truck returned to service.

On January 20, 2010 two Sutphen employees were here working on the ladder as it was having problems retracting. While the two Sutphen employees were elevated on the ladder the 3rd set of extension cables failed. The truck was then set back to Amlin, Ohio for repair. The truck was placed back in service on February 16, 2010

On July 20, 2011 the ladder was being set up for training behind Station 35 when the 3rd set of extension cables failed once again. The cables were replaced and the ladder certified by the third party company on November 12, 2011 and was returned to service.

After this last cable failure in 2011 the District decided to contract out all ladder maintenance with C&C Fire Apparatus in North Carolina. C & C was identified by Sutphen Corporation as the local service representative for their equipment. Sutphen also recommended the ladder and its' assemblies be serviced every twenty-five hours of use. By following this procedure it is the District's intent to reduce its liability with the truck due to any potential in-house maintenance issues. Sutphen Corporation has contended the Fire District's in-house lack of maintenance has been a factor in the repeated cable failures. The District disputes this claim and feels the records and documentation it has more than proves all maintenance performed on the vehicle met the requirements specified by Sutphen. In addition, the District's maintenance technicians have been to Sutphen school at the factory in Amlin, Ohio and are certified through a third party accreditation agency. Each time the ladder is serviced by C & C the cost is approximately \$1200.00.

Unfortunately the District's apparatus is not the only one to have problems. There have been similar cable failures in other departments across the nation. The most noteworthy incident occurred on August 16, 2012 when the Green Valley Fire Department in Arizona had five people injured when their Sutphen aerial truck suffered a catastrophic cable failure and the ladder unexpectedly retracted almost 40 feet. The truck in question is the same model as the

District's Sutphen. In addition, a Sutphen aerial in Sedona, Arizona has also experienced cable failures but fortunately no injuries. There have also been reported issues with cables on similar Sutphen aerials in Ohio and Florida as well.

Due to the cable failures the District's Sutphen has experienced it was removed from service when the Green Valley incident occurred. The Administration determined the liability was too great for the District, especially when there were other departments experiencing remarkably similar issues and failures with cables on their aerial trucks. The decision was made to leave the apparatus out of service pending an official investigation of the Green Valley accident. The Arizona Department of Public Safety, National Institute of Safety and Health (NIOSH), and independent engineers hired by Green Valley are working on the investigation. The Fire District's Administration has serious reservations about the safety and reliability of the truck we own. In addition, the rank and file Firefighters have lost all confidence in the truck and its safety and capabilities. This places the District in a very difficult situation and as such we are exploring several options to determine how to proceed.

After much discussion and research, the Administration has determined the truck poses too great a liability to maintain it in our fleet. Therefore, the District would like to present the following three (3) options for the Board's consideration.

Option 1

The District will sell the apparatus to an authorized fire apparatus buyer, who specializes in buying and reselling used equipment, and then replace the apparatus with another truck. This option has been reviewed by the District's legal representation. (See Exhibit A, Vaux 's Opinion)

Recommendation: *The administration supports this option because it provides protection from liability after the apparatus is sold and out of the possession of the Fire District. Under this option the buyer purchases the apparatus as is with full disclosure from the Fire District. This will include all maintenance records and history as well as contacts directly to Sutphen Corporation who can discuss the apparatus.*

Buyers have indicated the value of the truck to be anywhere between \$300,000 to \$700,000. Once sold, the District could then purchase a replacement for the apparatus. Used trucks, stock/demonstrator trucks, and new trucks will be evaluated to determine the best value for the District.

Option 2

The District could trade the apparatus in towards the purchase of a newly constructed truck that would be built to our full specifications.

Recommendation: *Most apparatus manufacturers do not accept trade-ins. Rather, they contract with brokers who broker deals to dispose of the truck.*

Under this arrangement, the purchaser would pay the District directly for the brokered amount and as part of the deal, the broker receives a percentage of the sales price. The problem is that since the deal was brokered there still remains some liability issue since the truck will likely be placed into service with another department (purchaser) and the broker is completely out of the deal. Any issues with the apparatus could then fall back onto the District. In addition, by pursuing the trade in route, the value received for the truck will be low (\$300,000 to \$350,000) and the District is setting itself up to have to purchase a new truck (\$950,000). The used and demonstrator options are off the table and cost could become an issue.

Option 3

The District would seek the assistance of legal representation to try and have the manufacturer (Sutphen) replace the apparatus and or make restitution to the District.

Recommendation: If legal representation is pursued, the process may be one that is lengthy and allow further depreciation to the apparatus. This option is one that may or may not be favorable for the District and the resulting costs associated with this route could quickly exceed any benefit that may be gained. This may have been a more appropriate route much earlier when the vehicle was relatively new and already having problems (2006-2007). Considering the truck is now seven (7) almost eight (8) years old it is approaching 50% of its service life.

Conclusion

Considering the Fire District administration's extensive knowledge of the daily operational components that are required to provide emergency service delivery to the citizens, to assure the protection of the firefighters and to be financially responsible with the funds of the citizens, it is the opinion of the administration that the ladder apparatus should be replaced.

VAUX & MARSCHER, P.A.

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April 18, 2013

RE: Fire Truck

Chief Barry Turner
Bluffton Township Fire District
By way of email only to turner@blufftonfd.com

Dear Chief Turner:

You have requested an opinion of this firm regarding the disposition of the ladder truck presently owned by the District. The District has experienced a number of problems with the ladder collapsing onto itself and while no one has been injured there have been other instances similar to ours that have occurred elsewhere in the United States in which injuries have occurred. The District has taken all appropriate acts to include having the manufacturer's recommended maintenance company perform all recommended maintenance and repairs; notwithstanding these efforts the repairs are to no avail.

The question then becomes how the District disposes of the truck in a fashion that minimizes any perspective purchaser from making some claim against the District. There are several options:

1. Sale of the truck on the open market. In our opinion this option leaves the District open to warranty claims and claims about lack of full disclosure, hidden defects, etc. and we most definitively recommend AGAINST this option.
2. Place the truck with a broker for sale. While a better choice than 1 above for the same type of reason we recommend against, the issue being that the broker is our agent and acting on our behalf.

3. Trade the truck in either with the present manufacturer or some different manufacturer;
 - a. If the District does business with the same manufacturer then the District stands a better chance of becoming whole; it is understandable that the Administration does not want to do business having had as many quality problems, warranty problems and maintenance issues.
 - b. Trade the vehicle in with some new manufacturer disclosing to it all of the problems and filing suit against the current manufacturer. This firm has discussed with the Administration handling that matter on a contingent fee manner.

With best wishes, I remain,

Yours truly,

Roberts Vaux

RV:bc



BLUFFTON TOWNSHIP FIRE DISTRICT

357 Fording Island Rd
Bluffton, South Carolina 29909

Memorandum

To: Chief Turner

From: Asst. Chief Boulware

Date: August 27, 2013

Subj: Sutphen Ladder Replacement

We have been conducting research on various aerial apparatus' to replace the Sutphen SPH-100 that the district currently owns. The research was based upon several factors in determining a suitable replacement. Although every manufacturer claims to have the most dependable apparatus ever built, we have to look at what has worked for the Bluffton Township Fire District in the past thirty five years of service.

The first factor is dependability/reliability. The district needs an apparatus that will be ready for response at all times and that will last for twenty plus years. Second is service. We need an apparatus manufacturer that will stand behind their product and provide quick dependable service when needed. Third is cost. All the apparatus that we researched vary in price which determines how and what materials they are constructed of. Finally warranty. Which apparatus will provide a suitable warranty and list specific warranties for each component used in the construction of the apparatus.

After comparing several vendors in our immediate local area which is based on a four hour travel distance or less, we have determined that the 2012 Pierce Arrow XT 100' Aerial is best suited for our use. This specific apparatus was constructed as a demo unit to show prospective buyers its capabilities. Currently the apparatus has 11,845 miles. When searching out for used apparatus there were some that could meet our needs, however they have no warranties with them. If we purchased a used apparatus, we could be taking on a problem like the one we have now. If the district were to pursue a 2014 built to order apparatus, identical to the proposed 2012 unit, the cost would be \$1,007,357.00 resulting in a difference of \$137,479.00.

Spartan Fire & Emergency Apparatus in Roebuck, South Carolina, is the local Pierce dealer for South Carolina. Bluffton Township Fire District has purchased five Pierce apparatus' from Spartan Fire over the past years with great success. Every Pierce apparatus that we have purchased is still currently operating as a front line apparatus. Anytime we have had an issue with any Pierce apparatus, Spartan Fire, along with Pierce Manufacturing, have stood behind their product with service and customer satisfaction.

The following is the Pierce warranty certification summary from date of manufacture, March 2012.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal. Bumper to bumper 1 year warranty

ENGINE WARRANTY

A Detroit Diesel five (5) year limited engine warranty will be provided. A limited warranty certificate, WA0180, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard three (3) year limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The Champ transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the Champ warranty coverage and will not exceed \$10,000 per occurrence. A limited warranty certificate, WA0186, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of ten (10) years. A five (5) year limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY

The Pierce device limited warranty certificate, WA0052, is included with this proposal.

AERIAL SWIVEL WARRANTY

An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

HYDRAULIC SYSTEM COMPONENTS WARRANTY

Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty.

HYDRAULIC SEAL WARRANTY

Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty.

A copy of the warranty certificates will be submitted with the bid package.

AERIAL WATERWAY WARRANTY

An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FOUR (4) YEAR PRO-RATED PAINT AND CORROSION

A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

TWO (2) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY

A Harrison Hydra-Gen limited warranty certificate, WA0051, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

Pierce manufacturing will provide a cab crash test certification with this proposal. The certification states that the cab must meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks

- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks
- Roof Crush

The cab will be subjected to a roof crush force of 100,000 lb. This value will be 450 percent of the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of ten (10) metric tons.

- Side Impact

The cab will be subjected to dynamic preload with a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of energy. This test will closely represent the forces a cab will see in a rollover incident.

- Frontal Impact

The cab will withstand a frontal force produced from 65,200 ft-lb of energy using a swing-bob type platen.

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

CAB DEFROSTER CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

CAB HEATER CERTIFICATION

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

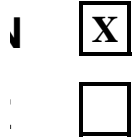
The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- 1) Documentation of the electrical system performance tests.
- 2) A written load analysis, which will include the following:
 - A) The nameplate rating of the alternator.
 - B) The alternator rating under the conditions specified per:
Applicable NFPA 1901 or 1906 (Current Edition).
 - C) The minimum continuous load of each component that is specified per:
Applicable NFPA 1901 or 1906 (Current Edition).
 - D) Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - E) Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

PIERCE 100' PLATFORM WARRANTY PAGES (STOCK 24651)



319 Southport Road, Roebuck, SC 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Bluffton Township Fire District
357 Fording Island Rd.
Bluffton, SC 29910

Date of Proposal: August 20, 2013
F.O.B.: Bluffton Township
Estimated Delivery: Immediate
Payment Terms: Net Pymt. at Pick-Up
Salesman: Robert E. Fore, IV

Item	Qty.	Description	Price	Amount
1	1	Pierce Arrow XT 100' Rear Mount Platform with Detroit		
		DD13 500 HP Diesel Engine, Allison EVS 4000 HD Trans.,		
		No Pump/No Tank, Harrison 10 KW Hydraulic Generator,		
		Ladder/Pike Pole Compliment, Built in Accordance to		
		NFPA 1901 and as per Stock Unit 24651		\$869,578.00
2	1	South Carolina Sales Tax		\$300.00
		Delivery and Preparation Charges Included		
		Note: The above price includes \$5,600.00 to paint top of		
		cab red in-place-of the white two-tone and \$3,000.00 to		
		match graphics from previous Pierce Impel Pumper		
		Stock Units availability are subject to prior sale		

TOTAL \$869,878.00



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

Building 3, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Gerald W. Stewart, Chairman, Governmental Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DGT*
SUBJ: **Highway Advisory Radio (HAR) System, Emergency Management Department**
DATE: August 29, 2013

BACKGROUND: The HAR System is a fixed pole mounted A.M. frequency transmitter that Beaufort County's Traffic Management department utilizes to inform motorists of traffic related issues within Beaufort County. The system is also used to inform motorists which route to use during an evacuation event within Beaufort County. There are currently seven (7) permanent HARs and two (2) portable HARs throughout Beaufort County. On April 20, 2013, a single vehicle traffic accident occurred and destroyed a HAR system. The cost to replace this HAR system is \$48,603. Beaufort County Risk Management Department filed a claim with the State Insurance Fund for this property damage and received a check in the amount of \$29,446 to offset the cost of the replacement.

STATE CONTRACT VENDOR:

Road Snap, New Hill, NC

COST

\$ 48,603

FUNDING AND COST BREAKDOWN:

General Ledger Account 10001240-51120, Traffic Management-Repairs to Equipment, current available balance \$41,586

\$48,603 less insurance reimbursement of \$29,446 will result in FY 2014 net expenditure of \$19,157

FOR ACTION: Governmental Committee meeting occurring on September 3, 2013.

RECOMMENDATION: The Purchasing Department recommends that the Governmental Committee approve the purchase from the aforementioned vendor with a total cost of \$48,603 of which \$19,157 will be funded from the FY 2014 General Fund Operating Budget.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator *BH*
Alicia Holland, Interim Chief Financial Officer *AH*
Phil Foot, Director of Public Safety *PF*
Todd Ferguson, Director of Emergency Management *TF*
Richard Dimont, Contract Specialist

Att: Pricing Information



Quote

Address
3217 Hinsley Road
New Hill, NC 27562
United States

Created Date 8/6/2013
Expiration Date 8/31/2013
Quote Number 00000491

Description Replacement HAR system for 170/270 at McGarveys due to vehicular accident of existing equipment.

Prepared By Ryan Tutor
Phone (919) 387-4856
E-mail rvan@roadsnap.com
Fax (919) 387-6333

Contact Name Eric Najarian
Phone (843) 812-6905
Email ericn@bcgov.net

Bill To Name Beaufort County
Bill To 113 Industrial Village Road
Beaufort, SC 29906

Ship To Name Beaufort County
Ship To 113 Industrial Village Road
Beaufort, SC 29906

Payment Terms Net 15, Upon Approved Credit

FOB Origin Pre-Paid
Est Delivery Product will ship within 2 weeks of order

Product	Description	Quantity	Unit	Sales Price	Total Price
RDS-DR360S-HAR-AC	<p>HIS Highway Advisory Radio System - AC Pole Mounted, Dial-up HAR AM Broadcast System with remote dial-up, local control, exterior audio input and battery back-up system. Customer is to provide and install a Class 4/5 utility pole, make phone and AC power available at the installation site. Includes Black Max Series Electronics with: Black Max Rack and Back Plane, Aluminum Back Panel Assembly with Surge Arrestors, Power Supply Module and Battery Back-up cable, Transmitter Module FCC Certified 10 Watts, DR1500 digital recorder/player, Enclosure, NEMA 3R Aluminum for HAR Electronics with Keys and Lock. System also includes: GROUND SYSTEM: Triad Ground System, 6 @ 10' Tubes; Includes 6, 10' x 2" perforated copper ground pipes, copper sulfate, connecting wire; BlackMax Module User Manual CD: CD Containing all User Manuals and Guide for Black Max Rack and Components; FCC Licensing Application Services - New or modified license for HAR frequency; FCC licensing application services in accordance with the current Policy on FCC Related Matters (copy available upon request), customer to complete a brief survey describing the location, owner and operator of the system. (Licenses can take up to 12 weeks to receive approval from the FCC; HAR Commissioning/Site Acceptance: Commissioning is</p>	1.00	System	\$48,950.25	\$48,950.25
MHC-GND001	Triad Ground System for HAR system, Mfg approved and designed to work with the Black Max Series HAR System.	-1.00	system	\$3,295.25	(\$3,295.25)
ANT-HIGHBAND KIT	High Band Antenna Kit (1000Khz to 1700) Antenna specify frequency between 1000KHZ to 1700 (HIGH BAND). Includes: Complete Antenna, Mounting Bracket, and Mounts.	-1.00	KIT	\$1,669.41	(\$1,669.41)
MHC-SRX107	FCC Licensing Application Services - Frequency Search Provides services for doing a frequency search of a given location to determine the best frequency availability to use for the HAR radio broadcast. This service may be included when purchasing a complete system package.	-1.00	Search	\$650.00	(\$650.00)
RDS-SUBCON	RDS Subcontracted Services for:	1.00	lump	\$1,950.00	\$1,950.00
Subtotal				\$45,285.50	



Quote

Standard Comments:

1. Applicable Sales Taxes will be added as required by law.
2. Submit sales tax exemption certificate at time order is placed.
3. Freight charges are estimated only and subject to change.
4. Signed quote shall accompany Customer's Purchase Order.
5. All Purchase Orders must reference this Quotation number.
6. Acceptance of quote constitutes acceptance of RoadSNAP's Terms.

Total Price	\$45,285.59
Shipping and Handling	\$600.00
Tax	→ 2717.14
Grand Total	\$45,885.59

Comments

Sales tax not added to this quote. Typically Beaufort pays sales tax direct to the state.

NOTE - This quote is based on combining the labor with another SCDOT HAR project on I-95 at the same time. If order is not placed in time for equipment to arrive on that same schedule, then a separate trip just for this work will be quoted with increased labor charges.

48,602.73 - Tax

I accept this quotation, RoadSNAP's Terms of Sale, and Payment Terms.

Name: _____ Signature: _____

Date: _____ Customer PO#: _____

RoadSNAP Terms and Conditions of Sale

Ordering Procedure: All sales are made in accordance with ROADSNAP, LLC Terms and Conditions of Sale. No order shall be binding upon ROADSNAP, LLC ("ROADSNAP") until accepted by the company in writing at its corporate office in New Orleans, LA. Please order by model, stock number and description as they appear in the ROADSNAP Quotation. Orders placed by telephone should be confirmed in writing and must be clearly marked "confirming" or ROADSNAP cannot assume liability for duplicate shipments.

Prices: ROADSNAP endeavors to keep published price lists current; however, prices listed herein are subject to change without prior notice. Payment Terms: Customer agrees to pay per the terms of this quotation. Terms as stated are subject to credit approval at time of order. Payment Methods: (1) CASH - Full payment with order. (2) COD - This method is recommended for small rush orders and emergency shipments. (3) OPEN ACCOUNT - Orders are accepted from existing customers with whom a credit line has been established or whose credit is acceptable to ROADSNAP. Open account billing requires payment in full within 30 days of shipment. (4) FINANCE PLAN - On major purchases, time financing of the balance after a 20% down payment may be available. Lease plans may be available. Contact your ROADSNAP Regional Manager or the Corporate Finance Department for details on Financing Plans that may be available. (5) PREPAYMENT - Wire Transfer, Bank Draft or Cashier's Check received and verified at ROADSNAP prior to shipment. (6) CREDIT CARD - Payments may be accepted; please inquire for specific qualifying purchases, limits and applicable fees. Payments shall be remitted to RoadSNAP, LLC, PO BOX 791310, New Orleans, LA 70179. Payments must be remitted within time period on invoice.

Finance Charges: A Financing Charge of 1.5% per month will be computed on past due amounts. Buyer agrees that all collection costs, courts cost, investigation costs, lien costs, legal fees, and all other incidental costs incurred in the collection of his past due account will be paid by Buyer.

Warranty Adjustment: A MANUFACTURER warranty is typically included in the Terms and Conditions of Sale. In the event of a warranty claim, replacement or repair parts will be supplied FOB at the discretion of the specific equipment or product Manufacturer and ROADSNAP. The Purchaser may be required to return the defective part or equipment to ROADSNAP, FOB New Orleans, LA or Manufacturer's warranty facility if not ROADSNAP. Warranty replacements of defective merchandise will be billed to Purchaser's account. This billing will be cleared by a credit issued upon return of the defective item.

Taxes: All quotations are exclusive of federal, state, and local taxes, which the parties agree are the responsibility of the buyer. Seller will add the amount of any applicable federal, state, or local sales or equivalent taxes to the quotation unless the buyer provides Seller with an acceptable resale or exemption certificate.

Shipping: Prices are Ex-Works. Freight cost is estimated on quotes and subject to change. Buyer must have proper equipment and manpower to unload truck in a timely manner upon delivery.

Assembly: It is the sole responsibility of Buyer to assemble merchandise purchased to the manufacturer's exact specifications. RoadSNAP, LLC disclaims any and all responsibility for the proper assembly, installation, and/or use of merchandise sold. Buyer agrees to indemnify, release, and hold RoadSNAP, LLC, its members, managers, and employees, agents, contractors, and/or successors harmless with respect to any claims arising out of the assembly, installation, and/or use of merchandise sold and with respect to any claims arising from the failure or improper use of any materials or components used in the assembly and/or installation of merchandise sold, whether those materials or components are provided by RoadSNAP, LLC or any other party. Return, Repair or Exchanges: Do not return any merchandise without ROADSNAP written approval and a Return Authorization. ROADSNAP will provide special shipping instructions and a RMA number that will assure proper handling and prompt issuance of credit as warranted. Please furnish complete details as to the circumstances and reason when requesting return of merchandise. In certain cases, at ROADSNAP's discretion, ROADSNAP will facilitate warranty return, repair or exchange directly with the Manufacturer, upon Manufacturer concurrence.

Returns and Cancellations: Custom built equipment or merchandise specially ordered is not returnable. Where return of unused merchandise is at the request of, or a convenience of the Purchaser, a restocking fee of 25% will be charged. No unused merchandise will be accepted for return later than 30 days after shipment. All returned merchandise must be sent freight prepaid and properly insured by the Purchaser. Goods

RESOLUTION 2013 /

A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

WHEREAS, Beaufort County Council may appoint and commission as many animal service officers as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Animal Service Officer has completed training and whatever certification may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina that:

1. County Council hereby appoints and commissions the following individual as Animal Service Officer for Beaufort County:

Tallulah Trice, Director of Beaufort County Animal Services

2. Each Animal Service Officer shall present the appropriate certificate to a duly-appointed magistrate for Beaufort County to take the oath of office prior to any official action as an Animal Service Officer.

Adopted this ____ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **MEMORANDUM OF UNDERSTANDING**

Draft July 26, 2013

This Memorandum of Understanding (the “Memorandum”) is entered into this _____ day of _____, 2013, by and between Beaufort County, a body politic and political subdivision of the state of South Carolina (hereinafter referred to as the “County”) and the Lowcountry Economic Alliance, a South Carolina not for profit corporation (hereinafter referred to as “LEA”) regarding the provision of various services to advance economic development interests in Beaufort County (hereinafter referred to as “Services.”)

WHEREAS, Beaufort County desires to promote the expansion, relocation, and establishment of economic development opportunities within the geographic boundaries of Beaufort County and throughout the Lowcountry region; and

WHEREAS, LEA has the professional capacity to provide the services necessary to carry out the goals of Beaufort County with regards to economic development services; and

WHEREAS, Beaufort County Council has appropriated funding in an amount not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) for purposes that are more fully outline below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the County and LEA, the parties hereto agree as follows:

1. Responsibilities of the County

Beaufort County agrees to provide a one-time funding request to LEA in an amount not to exceed \$190,000.00 which shall be used to carry out the projects to be undertaken by LEA as more fully described herein.

2. Responsibilities of LEA

Upon receipt of the funds identified above, LEA shall undertake to provide the following services for the advancement of Beaufort County’s economic development interests:

A. Site Analysis and Site Feasibility Study

LEA shall undertake to subcontract with one or more qualified vendors to conduct a site analysis of potential and existing industrial properties along the SC 17, SC 21, SC 170 and SC 46 highway corridors in order to develop an inventory of possible sites that may be utilized for economic development purposes. Additionally, the study shall also evaluate and

determine the infrastructure needs for each parcel and a correlating plan to fund any such needs.

The allocation of Beaufort County funding necessary to fulfill this requirement shall not exceed \$85,000.00.

B. LOOPnet Interface

LEA shall undertake to improve its existing GIS systems by linking/interfacing with the LOOPnet system to provide a comprehensive inventory of available commercial properties within Beaufort County on the LEA website.

The allocation of Beaufort County funding necessary to fulfill this requirement shall not exceed \$10,000.00.

C. SC Works Program Committee/Educational Program Analysis Committee

LEA shall undertake to manage and staff a committee to participate in the SC Works Program which will evaluate and monitor the Beaufort County labor pool and other associated matter. LEA shall provide a report on the activities, goals, and accomplishments of the committee to Beaufort County Council on no less than a quarterly basis.

Additionally, LEA shall undertake to form and manage an Education Program Analysis Committee involving participants from the Technical College of the Lowcountry, University of South Carolina Beaufort, and the Beaufort County School District. This committee will work to expand existing programs or develop new programs that will be able to provide skilled, trained, and educated employees to targeted industries. LEA shall provide a report on the activities, goals, and accomplishments of the committee to Beaufort County Council on no less than a quarterly basis.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$30,000.00

D. Promotional Video Production

LEA shall undertake to subcontract with one or more competent vendors to create and produce a promotional video highlighting the economic development opportunities/potential of Beaufort County.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$10,000.00

E. Blue Ribbon Task Force

LEA shall undertake to create and manage a Blue Ribbon Task Force which shall include key stakeholders and influential parties from within Beaufort County who shall provide the necessary input and reactions to the development of messages and marketing information. All members recruited for participation on the Task Force shall be reviewed and approved by the Chairman of the Governmental Committee and the Beaufort County Administrator. LEA shall provide a report on the activities, goals, and accomplishments of the committee to Beaufort County Council on no less than a quarterly basis.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$25,000.00

F. Internal Marketing Plan

LEA shall undertake to subcontract with one or more competent vendors who will prepare and develop an internal education/marketing plan for local business owners and citizens that provides a clear and concise message defining the concept of economic development and will provide a better understanding of the job creation priorities in Beaufort County.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$30,000.00

LEA agrees by acceptance of the funding from Beaufort County that it shall undertake to fully complete and carry out the above identified projects within the identified budget limitations. Additionally, LEA agrees that any funds remaining after the above identified projects have been completed will be returned to Beaufort County unless otherwise directed by Beaufort County Council. Should LEA fail to undertake or complete any of the identified projects listed above, it shall return the portion of funds identified for any such project(s).

3. General Requirements of the Agreement

- a. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and the LEA.
- b. The LEA may not assign this Agreement to another organization without the prior written approval of the County.

4. Default Remedies

In the event the LEA does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may immediately terminate this Agreement without further notice.

5. Term

The term of this Memorandum of Understanding shall be from the date of execution until June 30, 2013, and shall be automatically terminated thereafter or at such time as LEA has satisfied the requirements of the Agreement outlined above, whichever shall occur first.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

COUNTY OF BEAUFORT

**LOWCOUNTRY ECONOMIC
ALLIANCE**

By _____
Gary Kubic
County Administrator

By _____
Kim Statler
Executive Director

Date _____

Date _____

Business License Ordinance

July 30, 2013



County Business License Ordinance

- ❖ Per State statute define and differentiate between a business license fee and business license tax.

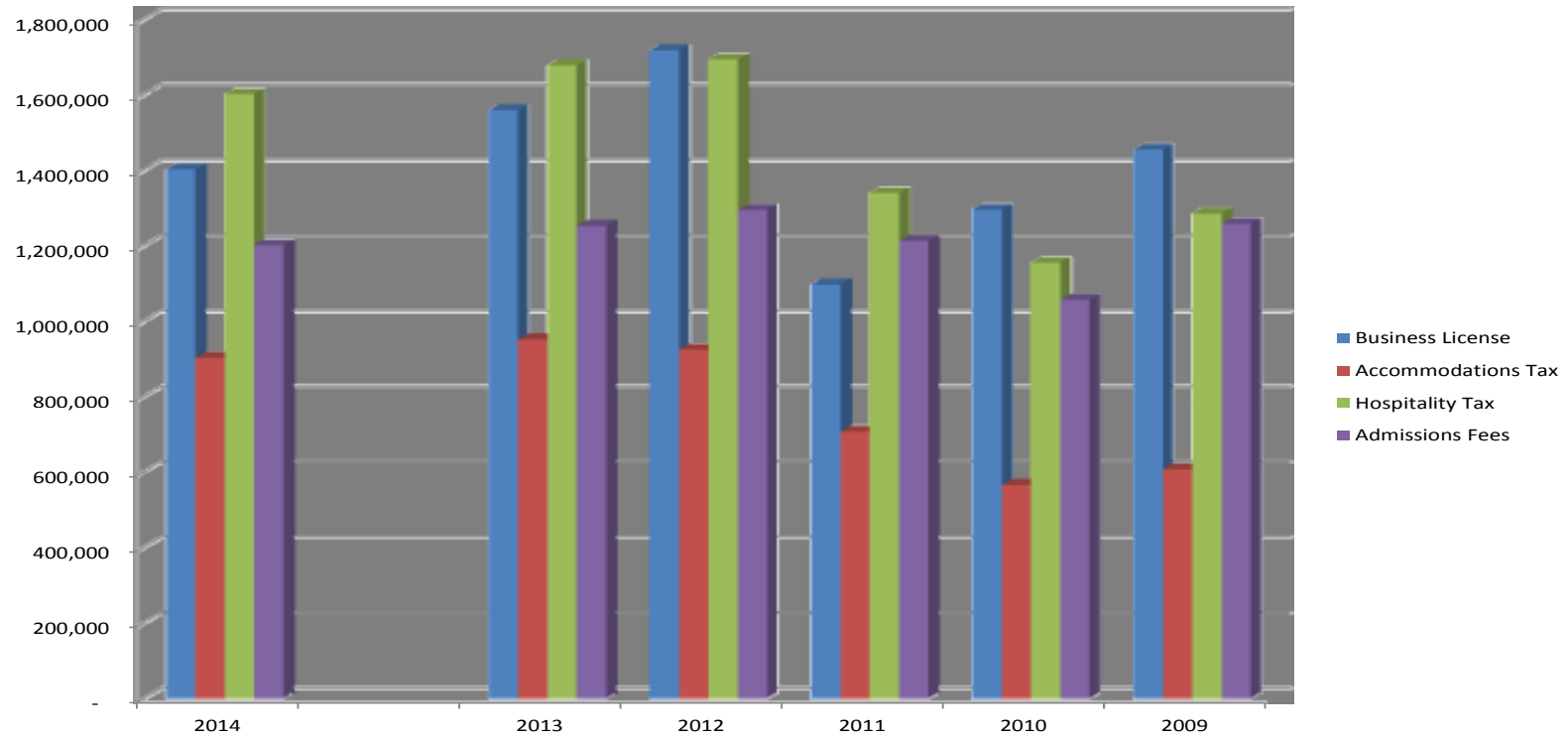


County Business License Ordinance

- ❖ How much is collected annually for business license fees in Beaufort County (last 5 years)?



Beaufort County
Business License, Accommodations Tax, Hospitality Tax and Admissions Fee Revenue



2014 is Projected, 2009 - 2013 are Actual. Note: 2013 is preliminary and unaudited.



County Business License Ordinance

Beaufort County
Business License, Accommodations Tax, Hospitality Tax and Admissions Fee Revenue

	PROJECTED	ACTUAL				
	2014	2013	2012	2011	2010	2009
Business License	1,400,000	1,556,483	1,716,009	1,095,005	1,293,245	1,452,424
Accommodations Tax	900,000	948,991	923,206	704,703	562,869	605,400
Hospitality Tax	1,600,000	1,675,677	1,691,725	1,338,394	1,153,119	1,283,257
Admissions Fees	1,200,000	1,250,603	1,292,584	1,210,155	1,054,388	1,256,286
Total	\$ 5,100,000	\$ 5,431,754	\$ 5,623,524	\$ 4,348,257	\$ 4,063,621	\$ 4,597,367

Note: 2013 is preliminary and unaudited.



County Business License Ordinance

- ❖ What is the business license rate structure for the following (see attached sheet):
 - ❖ Beaufort County
 - ❖ Each Municipality in Beaufort County
 - ❖ Each County in South Carolina that collects a business license fee



County Business License Ordinance

- ❖ Adjoining counties in Georgia
- ❖ Municipalities in adjoining counties—
South Carolina and Georgia
- ❖ Other relevant jurisdictions



County Business License Ordinance

- ❖ What is the rationale for defining the different classes and rates?
- ❖ What is the rationale used to establish the base rate and incremental rate for a given class?



County Business License Ordinance

- ❖ What recommended changes, if any, should be considered for Beaufort County business license rates and structure?
- ❖ If a lowering of rates is recommended, how would the resulting loss in revenue be restored?

