

COUNTY COUNCIL OF BEAUFORT COUNTY
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ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE

Monday, October 7, 2019

4:00 p.m.

(or immediately following the Finance Committee Meeting)
Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:
Brian Flewelling, Chairman
York Glover, Vice Chairman
Michael Covert
Mark Lawson
Joseph Passiment

Staff Support:
Patrick Hill, Director
IT Systems Management
Vacant, Division Director
Transportation Engineering
Robert McFee, Division Director
Facilities and Construction Engineering

1. **CALL TO ORDER – 4:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **INTRODUCTIONS**

[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]

4. **APPROVAL OF AGENDA**
5. **APPROVAL OF MINUTES** (backup)
 - A. **June 3, 2019**
 - B. **August 12, 2019**
6. **CITIZEN COMMENTS** (Comments regarding agenda items only)
7. **EXECUTIVE SESSION**
 - A. **Receipt of legal advice regarding BMH impact fee credit - Thomas J. Keaveny, II, County Attorney**
 - B. **Receipt of legal advice regarding issues involving the County Transportation Committee - Thomas J. Keaveny, II, County Attorney**
8. **MATTERS ARISING OUT OF EXECUTIVE SESSION**
9. **DISCUSSION**
 - A. **Update on HWY 278 Jenkins Island**
10. **ACTION ITEMS**



- A. Consideration of a Resolution approving an impact fee credit for Beaufort Memorial Hospital** - *Eric Greenway, Community Development Director in cooperation with Rob McFee, Director of Construction, Engineering & Facilities and Thomas J. Keaveny, II, County Attorney* ([backup](#))
- B. Contract Renewal / FY20 (October 2019 – June 2020) for Daufuskie Island Ferry Services** - *Monica Spells, Assistant County Administrator and Dave Thomas, Purchasing Director* ([backup](#))
- C. Consideration of a 2018 One Cent Sales Tax Right of Way Resolution** - *Rob McFee, Director of Construction, Engineering & Facilities* ([backup](#))
- D. Approval of a contract with Infrastructure Consulting & Engineering for the 2018 1 cent Pathway projects** - *Rob McFee, Director of Construction, Engineering & Facilities* ([backup](#))
- E. Approval of a contract with O’Quinn Marine Construction, Andrews Engineering Co., and McSweeney Engineers for the Design-Build of the Fort Frederick Boat Ramp** - *Rob McFee, Director of Construction, Engineering & Facilities* ([backup](#))
- F. Approval of a contract with PowerHouse Recycling for Beaufort County Electronic Waste Transportation and Recycling Services in the amount of \$68,000** – *Dave Thomas, Purchasing Director* ([backup](#))
- G. Approval of a contract to Southeastern Environmental & Waste Company for new Solid Waste Used Oil Equipment for \$ 68,307.09** – *Dave Thomas, Purchasing Director* ([backup](#))
- H. Transportation Impact Fee Credit Request** – *Eric Greenway, Community Development Director* ([backup](#))
 - 1. Stokes Toyota
- I. MOU between Beaufort County and Bluffton Township Fire Department** – *Rob McFee, Division Director, Construction, Engineering & Facilities* ([backup](#))
- J. Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk** – *Rob McFee, Division Director, Construction, Engineering & Facilities* ([backup](#))
- K. Consideration of an Ordinance authorizing the execution and delivery of a deed at 35 Fording Island Road extension South Carolina** - *Rob McFee, Division Director, Construction, Engineering & Facilities* ([backup](#))

11. INFORMATIONAL ITEMS

- A. Kalama Testing on County Property** – *Christopher Inglese, Deputy Administrator* ([backup](#))
- B. Beaufort County Unpaved Road Evaluation** – *Rob McFee, Division Director, Construction, Engineering & Facilities* ([backup](#))

12. ADJOURNMENT

**MINUTES
PUBLIC FACILITIES COMMITTEE**

June 3, 2019

Executive Conference Room, Administration Building,
Beaufort County Government Robert Smalls Complex,
100 Ribaut Road, Beaufort, South Carolina 29902

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

ATTENDANCE

Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Joseph Passiment and Mark Lawson

Absent: Michael Covert

Ex-officio: Gerald Dawson, Stewart Rodman, Alice Howard, Lawrence McElynn and Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)

Staff: Eric Greenway, Community Development Director; Thomas J. Keaveny II, County Attorney; Dave Thomas, Purchasing Director; Phil Foot, Assistant County Administrator-Public Safety; David Wilhelm, Director of Public Works; Mark Roseneau, Director, Facilities Management; Rob McFee, ; Ashley Jacobs, County Administrator

Media: Joe Croley, Lowcountry Inside Track

CALL TO ORDER

Councilman Flewelling called the meeting to order at 4:00 p.m.

APPROVAL OF AGENDA

Motion: It was moved by Councilman Passiment, seconded by Councilman Lawson to approve the agenda as presented. The vote: YAYS – Councilwoman Howard, Councilman Flewelling, Councilman Dawson, Councilman McElynn, Councilman Rodman, Councilman Passiment, Councilman Lawson and Councilman Sommerville. The motion passed.

APPROVAL OF MINUTES

Motion: It was moved by Councilman Passiment, seconded by Councilman Lawson to approve the minutes of April 1st and May 6th as presented. The vote: YAYS – Councilwoman Howard, Councilman Flewelling, Councilman Dawson, Councilman McElynn, Councilman Rodman, Councilman Passiment, Councilman Lawson and Councilman Sommerville. The motion passed.

CITIZEN COMMENTS

No Citizen Comments

INFORMATION ITEMS

Item: Update / 278 Corridor Committee – David Johnson, Chairman of the 278 Corridor Committee

Discussion: Councilman McElynn stated this is an update on the 278 Corridor Committee that is operating in the Town of Hilton Head and has to do with construction and traffic congestion from Moss Creek to Squire Pope Road. The Town Council created a committee of 15 people that meet weekly to discuss this issue.

Mr. Johnson explained that any project that uses Federal Funds falls under the National Environmental Policy Act (NEPA) Process, which follows a very formal and detailed assessment and usually takes 2-2.5 years to complete. In addition, studies need to be completed including wetlands, endangered species, cultural issues, historical and archeological sites, social issues, and impacts on neighborhoods including noise. Mr. Johnson stated the next challenges involve coming up with a simple, easily understood way to think about, analyze and convey priorities on the alternatives the DOT gives as well as communicate the alternatives to the Hilton Head and regional communities and receive feedback about their priorities.

Councilman Flewelling asked what efforts Mr. Johnson envisions to make sure everyone's voice is heard and their concerns are addressed.

Mr. Johnson stated they are having a meeting on June 12th at Mount Calvary Church to give their thoughts and have community members come to the meeting to be heard. Even if they just replace one span of the corridor, something has to be done for those communities. Mr. Johnson stated Mayor McCann has made it clear that this is the most important issue of his tenure.

Councilman Flewelling asked if the current iterations of those improvements are preserved in the alternatives.

Mr. Johnson stated they did not use the super streets model, but the DOT has been very consistent in saying they will consider existing structures.

Councilman Flewelling stated bridges are iconic and does not want a bland run of the mill bridge and asked for the message to be carried to those asking about aesthetics.

Mr. Johnson stated they have two landscape architects on the committee and they have been asked to lead that effort. SCDOT and the Federal Highway Department will not pay for aesthetics. During an evacuation, keeping some of the old structures could help get people out.

Status: For information only.

Item: Update / Solid Waste and Recycling – David Wilhelm, Director of Public Works

Discussion: Mr. Wilhelm stated they are working through the details of the council priorities given to his department. Mr. Wilhelm stated that the “Restart Strategy” has proven to be a lot of work as it involves a complete analysis of all options but he anticipates being able to present a list of preferred alternatives or options to this committee in the next month or so. As for the task of looking at transfer stations and how they tie into recycling options, cost are currently being explored and a recommendation will be made to this committee upon completion. As for the last task, Enterprise Fund and funding approval, it cannot start until his department knows what they are going to do with the prior mentioned task.

Councilman Flewelling stated recycling options may need to be separated definitively because of potential issues. He also stated the Enterprise Fund option would have to be delayed because the committee won’t be able to find an option for the recycling until late December / early January.

Mr. Wilhelm stated the recycling markets right now are very volatile. There are some meetings this week that may help define what the course of action will be.

Councilman Flewelling asked if the funding for the consultant is in their FY 2020 budget.

Mr. Wilhelm confirmed it is in the FY 2020 budget and stated the staff has been going to landfills and material recovery facilities and they will now begin to have discussions with municipal leaders to come up with the best solutions and explore the possibility of a regional approach. Mr. Wilhelm stated the county is going to hire a consultant to evaluate the Convenience Centers regarding misuse, which has been very costly. Another big problem with the Convenience Centers is they are not in compliance with the Stormwater Regulations and it’s an estimated cost of \$2 million to improve them.

Councilwoman Howard stated when they meet with the municipalities she hopes they discuss some of the more densely urban areas in the County getting the chance to have curbside pickup.

Mr. Wilhelm stated 3 of the 4 municipalities have curb side collection as part of their fee. They are hoping to find a way to incorporate all the municipalities and unincorporated Beaufort County as well.

Status: For information only.

ACTION ITEMS

Item: Presentation / Beaufort County Unpaved Road Evaluation – Rob McFee, Director Facilities & Construction Engineering

Discussion: Mr. McFee stated 8 months ago Beaufort County hired a consultant to help his team work through the issues of grading dirt roads. About every 5 years Beaufort County evaluates all the dirt roads and his team created a priority matrix with the purpose being to provide consistent, objective data based approach to ranking unpaved roads for the purpose of prioritizing them for paving. Ranking involves looking at the number of dwellings on a road, the cost to maintain the dirt road, the cost to pave the road, the length of time the road has been in county system, and the right of way status of the road. Mr. McFee stated the county enlisted the help of Johnson, Mirmiran & Thompson, Inc. to collect the ranking criteria data on 184 unpaved county roads.

Councilman Dawson asked when year 1 of 5 starts.

Mr. McFee stated that this 5 year plan is being brought forward for the committee to review and approve. Upon approval his team will begin by doing a design/build approach for the contract which shaves a couple months off the time and about 20% overall in cost.

Councilman Glover stated he has an issue with the ranking criteria due to urban areas falling far down on the list and rural areas getting paved.

Councilman Flewelling stated they need to reevaluate how to rank the unpaved roads and the criteria starting for year 2.

Councilman Passiment stated since the 2nd day he has been on County Council the residents of Harrison Island Road have been coming to him about how they have been trying to get their road paved for a long time.

Councilman Flewelling asked if the priority list will look to be changed as year 2 approaches.

Mr. McFee answered it will be brought to this committee for updates.

Councilman Rodman asked if the next thing the committee will see from him is a proposed contract.

Mr. McFee stated the proposed contract would be the next step if this is approved.

Councilman Flewelling stated Davis Road and Wright Place are in the municipality of Hilton Head and asked why it is Council's responsibility.

Mr. McFee stated there is currently not a policy in place that addresses this hence the reasoning behind these items being presented before this committee.

Councilman Passiment stated Tom Keaveny and John Weaver have said they should pursue a declaratory judgement giving Council a legal reason to say it will not do something in a municipality.

Councilman Rodman stated when they had the discussion about the Sheriff's budget, they agreed they would take up these kinds of issues with Hilton Head in the 3rd quarter. Councilman Rodman asked where this money is coming from.

Mr. McFee stated there are 2 pots of money. CTC funds, which have been traditionally used in the past, and TAG funds. Each contract they put together would run through CTC and this committee.

Councilman Flewelling asked if the municipalities had access to direct CTC and TAG fund money separately from what the County does.

Mr. McFee stated CTC has in the past, consistent with their transportation plan, taken project solicitations from municipalities.

Councilman Flewelling asked if there was any paving.

Mr. McFee stated there was resurfacing in the Town of Hilton Head on Pope Avenue and resurfacing in the City of Beaufort on Joshua Court off of Battery Creek.

Councilman Sommerville asked if the municipality could apply to the CTC on their own to have it done.

Mr. McFee stated yes they could.

Councilman Lawson asked if each year was broken down into about \$3 million dollars for a reason.

Mr. McFee stated it is because of the revenue stream in the past.

Councilman Dawson asked if the CTC receives State funds for the County to do resurfacing of SCDOT secondary roads.

Mr. McFee stated State Law requires CTC to spend 25% of its allotment on the State System. Generally, that has taken the form of resurfacing.

Councilman Rodman asked if they have another path to get money other than the CTC to pave roads out of this State funding.

Mr. McFee stated it is possible they could pursue Community Development block Grant or something like that but as far as other significant pots of money, he does not know of any.

Councilman Flewelling asked what the committee thinks about keeping Davis Road and Wright Place in the 5 year plan even though they are in the municipalities.

Craig Gordon, Chairman of the CTC, stated the inter-transportation plan has a requirement to submit to the SCDOT annually how they are going to operate that year. The transportation plan currently states in January and February, municipalities can submit to them for their consideration to have projects funded through the CTC.

Councilman Dawson stated the committee needs to make a decision and develop policy guidelines for the staff and asked if the CTC would give them guidance for dealing with this situation.

Councilman Flewelling stated he has been hearing ideas from the CTC that it might be time for them to reevaluate paving versus graveling these roads.

Councilman Passiment asked why they own roads in a municipality.

Councilman Sommerville stated to answer the question of why they own roads in a municipality, when annexation takes place they intentionally exclude annexing the road.

Motion: It was moved by Councilman Glover, seconded by Councilman Passiment to forward group 1A (Rice Road, Salicornia Drive, Wards Landing Road and George Williams Lane) and group 1B

(Davis Road, Wright Place and Wickecliff Place) to Public Facilities to continue the process. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilman Dawson, Councilman Glover, Councilman Lawson, Councilman Passiment, Councilman Sommerville and Councilwoman Howard. The motion passed.

Recommendation: To forward group 1A (Rice Road, Salicornia Drive, Wards Landing Road and George Williams Lane) and group 1B (Davis Road, Wright Place and Wickecliff Place) to Public Facilities to continue the process.

Item: **Contract Award / To Sourcewell for New 200KW Cummins Gen Set from Cummins Sales and Service** – Dave Thomas, Purchasing Director

Discussion: Mr. Thomas stated Sourcewell supports many local and State government agencies. This is to replace the old 1988 200KW electrical/gas generator which provides backup power to the Sheriff's Office Law Enforcement Center, Emergency Management and the 911 Dispatch Center located at 2001 Duke Street. The cost is \$72,283.57 which includes equipment, delivery, installation, SC sales tax, 5 year or 2,500 hour warranty or in a 3 year service agreement and manuals.

Motion: It was moved by Councilman Glover, seconded by Councilman Passiment for Committee to approve the contract award of \$73,283.57 to Cummins Sales and Service, Inc., for one new 200KW Cummins Generator Set. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Passiment, Councilman Lawson and Councilman Glover. Councilman Dawson did not vote. The motion passed.

Item: **Discussion / Lease of Bob Jones Property to Holy Trinity** – Thomas J. Keaveny II, County Attorney

Discussion: Mr. Keaveny stated this is a piece of property that is the Bob Jones Park ball field and playground and Holy Trinity would like to expand the use of the mobile classrooms because they need some additional space. Mr. Keaveny stated they cover their own insurance and all the costs associated with these leases.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to approve the 12 month lease of the Bob Jones Property to Holy Trinity. The vote: YAYS – Councilman Dawson, Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Passiment, Councilman Lawson and Councilman Glover. The motion passed.

Recommendation: Approve the 12 month lease of the Bob Jones Property to Holy Trinity.

Item: **Discussion / Possible purchase of Buckwalter Place Land Encroachment, BMH** – Thomas J. Keaveny II, County Attorney

Discussion: Mr. Keaveny stated this concerns the purchase of a right of way at the intersection of Buckwalter and Bluffton Parkway. When the roads were constructed, the turn lane was put on property that was not purchased for that purpose. At the end of last year, Beaufort Memorial Hospital purchased that property on the corner to turn it into a facility. It is before the committee today to discuss the

County getting an appraisal of the land that the right of way sits on and offer to purchase it from Beaufort Memorial for the appraised value.

Councilman Flewelling asked Mr. McFee if Road Impact Fees would be correct.

Mr. McFee stated Road Impact Fees or TAG Fees would be appropriate.

Councilman Flewelling asked if there was enough balance to cover this cost.

Mr. McFee confirmed this.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to take the \$32,500 appraised value of the land from the Road Impact Fees to purchase the right of way. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Sommerville, Councilman Passiment, Councilman Lawson and Councilman Glover. Councilman Dawson did not vote. The motion passed.

Recommendation: Take the \$32,500 appraised value of the land from the Road Impact Fees and purchase the right of way.

Item: Discussion / Consideration of three (3) Lease Agreements – Stefanie M. Nagid, Passive Parks Manager

Discussion: Ms. Nagid stated the Lucky Property lease is currently month to month, entered into on December 1, 2005 and approved January 9, 2006. There is a \$650 a month rental fee with a 30 day termination notice. Things to consider are it has been in place for 13+ years with no change in rental fee, house and grounds appear in disrepair from casual exterior observation and property is under MCAS Restrictive Easement with MCAS representatives having filed several noncompliance reports during annual inspections. Staff recommendation is to terminate the lease agreement and include the structures on the passive parks demolition plan which will be brought for consideration at a future committee meeting.

Councilwoman Howard asked if it is used as farming anymore.

Ms. Nagid stated the only thing they noticed were food plots for deer.

Councilman Lawson asked if the house is inhabitable.

Ms. Nagid stated they are inhabiting the house but from the outside it does not seem to be maintained very well.

Councilman Sommerville asked if MCAS complained about the aesthetics.

Ms. Nagid stated they complained because they were in violation of the restrictive easement.

Councilwoman Howard stated there is supposed to be a limited amount of time someone can live there and it has been 13 years now.

Ms. Nagid stated because the lease started before she got here, her understanding of it was someone was living on the property when it was purchased and they were allowed to live there until she passed and then the son or nephew decided to inhabit the building and the lease was signed with Gene Bardo.

Councilman Flewelling asked what Ms. Nagid would do with the property beside remove the structures on it.

Ms. Nagid answered it is a suitable property for passive recreation, trails and is attached to another property the county owns that has deep-water access.

Councilman Glover stated he believes it should be terminated.

Councilman Rodman asked if we signed a lease with this person, do we have the right to terminate it.

Ms. Nagid stated she will have to discuss it further with Chris but the lease says they have to provide a 30 day termination notice that would be sent by the administrator and if they don't vacate, they would have to go through eviction proceedings.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to begin termination proceedings for Lucky Property Lease Agreement and adding this to the Passive Parks Demolition Plan. The vote: YAYS – Councilman Dawson, Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Sommerville, Councilman Passiment, Councilman Lawson and Councilman Glover. The motion passed.

Recommendation: To begin termination proceedings for Lucky Property Lease Agreement and add the property to the Passive Parks Demolition Plan.

Ms. Nagid stated the Chechessee Property lease agreement terms are month to month, entered into on July 12, 2013 and does not appear to have been approved by the ordinance process. There is a \$200 a month rental fee and would need a 30 day termination notice. Considerations are 2,400 square foot building and 0.5 acres of grounds, 6 year lease with no change to rental fee and structures and grounds appear to in good condition and maintained. Unsure if still being used as a congregation space or just storage. Staff recommendation is to determine if structure is still used as a place of worship or for storage. If used for storage, terminate lease and include the property structures on the passive parks demolition plan. If used as a place of worship, increase the lease agreement monthly rental rate to \$300 and enter into an ordinance approved 12-month lease with the option for 4 additional 12-month extensions by mutual written agreement.

Status: Get more information about the use of the property and come back to the Committee.

Ms. Nagid stated the Olsen Property lease agreement terms are original 3 year lease from December 15, 2016 to December 15, 2019. In 2018 it was extended for an additional 5 years but does not appear to have been approved by the ordinance process. The rental fee is \$1.00 a month with property maintenance provided by tenant. Considerations are Mr. and Mrs. Olsen sublet to a caretaker of unknown identification and the property needs to be inspected to determine if maintenance is being performed. Structures need to be inspected to determine any disrepair, evaluate need to increase monthly rental fee and needs to be passed via ordinance.

Councilman Flewelling stated there is more work to do for this property before they can make a decision. They should inspect the building, see if it is within their rights to ask for a renegotiation on the lease they have including an increase on the fee, whether they can add on to the property or whether they added it inappropriately and needs to be taken down. Within the next 2-3 years, the purpose for that property is to have trails behind the animal shelter.

Status: Get more information about the leasing and subleasing of the property and come back to the Committee.

Item: RFP for Facilities Master Plan – Dave Thomas, Purchasing Director

Discussion: Mr. Thomas stated this is a draft RFQ for a Master Plan that would capture the real estate needs, space needs and capital improvement needs. There are 114 buildings on the list and the study would take about 6-9 months to do. The ballpark estimate that was received from one of the architect firms that did this was about \$250,000.

Ashley Jacobs, County Administrator, stated this would probably be funded in parts.

Councilman Glover stated in light of what is happening, will the firm look at security as well in the study.

Mr. Thomas stated they can ask them to, but they are mainly looking at the heat and air controls, the roofs, condition of the building itself, traffic and landscaping. Safety can be put in the contract.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to forward the RFP to County Council. The vote: YAYS – Councilman Dawson, Councilman Glover, Councilman Lawson, Councilman Passiment, Councilman Sommerville, Councilwoman Howard, Councilman Flewelling and Councilman Rodman. The motion passed.

CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS

Item: Beaufort County Transportation Committee / (1) vacancy (Luana Graves Sellars)

Motion: It was moved by Councilman Glover, seconded by Councilman Passiment to appoint Luana Graves Sellars to the Beaufort County Transportation Committee. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Sommerville, Councilman Passiment, Councilman Lawson and Councilman Glover. The motion passed.

Adjournment

The meeting adjourned at 6:04 p.m.

Ratified by Committee:

**MINUTES
PUBLIC FACILITIES COMMITTEE**

August 12, 2019

Executive Conference Room, Administration Building,
Beaufort County Government Robert Smalls Complex,
100 Ribaut Road, Beaufort, South Carolina 29902

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

ATTENDANCE

Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Joseph Passiment, Mark Lawson, and Michael Covert

Absent:

Ex-officio: Gerald Dawson, Stewart Rodman, Alice Howard, Chris Hervochon, Lawrence McElynn and Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)

Staff: Eric Greenway, Community Development Director; Thomas J. Keaveny II, County Attorney; Dave Thomas, Purchasing Director; Mark Roseneau, Director, Facilities Management; Ashley Jacobs, County Administrator; Brittany Ward, Deputy Attorney; Chris Inglese, Deputy Attorney; Patrick Hill, Beaufort County IT Director;

Media: Joe Croley, Lowcountry Inside Track

CALL TO ORDER

Councilman Flewelling called the meeting to order at 4:23 p.m.

Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act

APPROVAL OF AGENDA

Motion: It was moved by Councilman Glover, seconded by Councilman Covert to approve the agenda as presented. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, and Councilman Hervochon. Councilman Sommerville did not vote and Councilman Passiment was not in the room. The motion passed.

CITIZEN COMMENTS

No Citizen Comments

ACTION ITEMS

Item: Recommendation to award CARE Environmental Corp. the contract for household hazardous waste disposal services for the Beaufort County Solid Waste and Recycling Section in the amount of \$160,000 – Dave Thomas, Purchasing Director

Motion: It was moved by Councilman Passiment, seconded by Councilman Rodman to award CARE Environmental Corp. the contract for household hazardous waste disposal services for the Beaufort County Solid Waste and Recycling Section for \$160,000. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council for approval.

Item: Janitorial Cleaning Contract extension request with A & B Cleaning Services (July through September) – Dave Thomas, Purchasing Director

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to approve the Janitorial Cleaning Contract extension request with A & B Cleaning Services (July through September. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council for approval.

Item: Recommendation to award Paul S. Akins Construction Company, Inc., the contract for the Beaufort County Government Complex, New Office Building in the amount of \$6,775,812.00 – Dave Thomas, Purchasing Director

Discussion: Councilman Flewelling stated he wanted to make sure the building was listed as The Arthur Horne Office Building throughout the contract and not New Office Building.

Motion: It was moved by Councilman Passiment, seconded by Councilman Hervochon to award Paul S. Akins Construction Company, Inc., the contract for the Beaufort County Government Complex, New Office Building for \$6,775,812.00. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council for approval.

Item: Approval of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County known as the Wright Family Park
– Thomas J. Keaveny II, County Attorney

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to approve an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County known as the Wright Family Park. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council for Approval

Item: An ordinance to appropriate \$21,677 from the local hospitality tax for waterfront structure inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier
– Ashley Jacobs, County Administrator

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to approve an ordinance to appropriate \$21,677 from the local hospitality tax for waterfront structure inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council for Approval

Item: An ordinance to appropriate \$27,000 each year for five (5) years from the 3% Local Accommodation Tax funds for the inspections of Broad River Fishing Pier – Ashley Jacobs, County Administrator

Discussion: Mr. Keaveny stated the contract is subject to appropriation.

Motion: It was moved by Councilman Glover, seconded by Councilman Passiment to approve an ordinance to appropriate \$27,000 each year for five (5) years from the 3% Local Accommodation Tax funds for the inspections of Broad River Fishing Pier. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council.

Item: Resolution applying impact fee credit to Beaufort Memorial Hospital pursuant to an Intergovernmental Agreement among The County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park Frontage Road. (IGA dated February 28, 2011.) – Thomas J. Keaveny II, County Attorney

Discussion: Mr. Keaveny BMH would like to build a new facility on 170 and is requesting to receive some impact fee credits for engineering design work they did on this project. The three (3) areas in which they are requesting to receive credit from consist of the Escrow Fund that was created for a stop light, Internal Capture, and Design Fees BMH paid for a road that was not constructed.

Mr. Greenway stated the thing that concerns him is setting a precedence that any developer that goes out and just does design work and doesn't follow through with the project could come in and claim they are eligible for a credit.

Section 82.88.-Credits (a) of the Beaufort County Code of Ordinances provides that any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP. Section 82.88. -Credits (b) (2) provides that a "Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County.

EXECUTIVE SESSION

Councilman Flewelling stated he would like to go into executive session.

Motion: It was moved by Councilman Sommerville, seconded by Councilman Glover to go into executive session. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Councilman Sommerville, seconded by Councilman Passiment to credit BMH with \$339,860.00. \$161,319.00 from the Escrow Fund, \$75,000 for Internal Capture and \$103,541.00 for Design Fees.

Discussion: Councilman Flewelling stated he would not vote in favor of the current motion with the \$103,541.00 in it.

Motion to Amend: It was moved by Councilman Lawson, seconded by Councilwoman Howard to amend the previous motion to remove the \$103,541.00 for Design Fees. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman McElynn, Councilman Passiment and Councilman Hervochon. NAYS - Councilman Covert and Councilman Sommerville The motion passed 9:2.

Main Motion: To credit BMH with \$236,319.00 - \$161,319.00 from the Escrow Fund, and \$75,000 for Internal Capture. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Recommendation: Forward to County Council for approval.

CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS

Item: Keep Beaufort County Beautiful Board

Motion: It was moved by Councilman Covert, seconded by Councilman Hervochon to appoint Eileen Hutton, Joan Iaco, and Randy Boehme to the Keep Beaufort County Beautiful Board. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Motion: It was moved by Councilman Passiment, seconded by Councilman Sommerville to adjourn the meeting. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilwoman Howard, Councilman Lawson, Councilman Glover, Councilman Dawson, Councilman Covert, Councilman McElynn, Councilman Hervochon, Councilman Sommerville and Councilman Passiment. The motion passed.

Adjournment

Ratified by Committee:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Beaufort Memorial Hospital's request for impact fee credits

Council Committee:

Public Facilities

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

Thomas J. Keaveny, II, County Attorney, Eric Greenway, Community Development Director, Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Whether or not to award an impact fee credit to Beaufort Memorial Hospital based on a 2011 Intergovernmental Agreement entered into between Beaufort County, Town of Bluffton, and Beaufort Memorial Hospital.

Points to Consider:

Does the IGA contain an ambiguity. If the IGA contains an ambiguity is there evidence to support the contention that the parties intended BMH to receive impact fee credits elsewhere in the southern service district if it chose not to construct improvements near the intersection of US 278 and Buckwalter Pkwy. If so, does Beaufort County Code of Ordinances allow such a credit.

Funding & Liability Factors:

None.

Council Options:

Approve or reject

Recommendation:

To be provided in executive session

**INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF
BLUFFTON, BEAUFORT MEMROIAL HOSPITAL AND BEAUFORT
COUNTY COUNCIL**

TO: BEAUFORT COUNTY COUNCIL PUBLIC FACILITIES COMMITTEE

FROM: ALLISON COPPAGE, BEAUFORT MEMORIAL HOSPITAL & RYAN
LYLE, ANDREWS ENGINEERING

SUBJECT: TRAFFIC IMPACT FEE CREDIT, IGA

DATE: AUGUST 30, 2019

The purpose of this memorandum is to summarize the historical context and request of Beaufort Memorial Hospital (BMH) to be granted a credit in the amount of \$103,541 as contemplated in the 2011 Intergovernmental Agreement between The County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital (Exhibit A).

In the early 2000's the County's immediate needs study identified the need for Hwy 278 frontage roads which would allow many of the median crossovers to be closed eliminating left hand turns and allowing right-in and right-out movements only, ("RI-RO") when widening from 4 to 6 lanes. In 2011, BMH placed under contract a property in the Buckwalter Commercial Site ("Buckwalter Property") which was identified in Beaufort County's Capital Improvement Program to be the site of the Buckwalter Commercial Frontage Road. (Exhibit B) BMH sought to develop a 60,000 square foot medical office building at the Buckwalter Property located at the intersection of Buckwalter and 278. During the same time, Beaufort County Traffic and Transportation proposed an amendment to the ZDSO to further limit un-signalized intersections by encouraging the use of roundabouts to provide the safest at grade intersection treatment. The proposed intersection at the Buckwalter Property could not be stop sign controlled due to future failure and its proximity to Hwy 278's signal. Therefore, it was required by Beaufort County that the Buckwalter Property entry onto Hwy 278 be restricted from a full turn to a RI-RO and that a Frontage Road extension be constructed through the property and its preserved wetlands connecting to Buckwalter (US 278 Frontage Road Buckwalter Commercial). Beaufort County traffic engineering department indicated a roundabout would be required to be consistent with the amended zoning ordinance which mandated roundabouts be implemented along Buckwalter Parkway.

At the time BMH's contract to purchase was pending, there was lack of funding both at a state and local level to perform the necessary analysis and engineering for the road improvement. Beaufort County Ordinance Sec. 82-88 (c) (6) states: "the County may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct road improvements in the CIP, to the extent the fair market value of the construction of those road improvements exceed the obligation to pay road facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and

development's use of the road improvement(s) constructed.” Connectivity was an integral part of BMH’s feasibility analysis of the property and the County’s assessment of the 278 corridor; therefore, the Town of Bluffton, Beaufort County and BMH entered in an Intergovernmental Agreement on February 2/28/2011 through which BMH would expend up to \$200, 700 to engage appropriate professionals to perform a roundabout feasibility study. Beaufort Memorial engaged Andrews and Burgess Engineering to conduct a roundabout feasibility study and expended \$103,541 in professional services under this agreement. Based on the results of the study, Beaufort Memorial chose to select a different site in the Southern Beaufort County Service Area.

The engagement of the professional design services at BMH’s expense was a benefit to both BMH and the County. BMH was able to understand the development costs of the property and the County benefitted from the availability of the study to determine appropriate use and traffic requirements associated with the property. Since 2011, two car dealerships were constructed at the Buckwalter Commercial tract without closing the Hwy 278 median or construction of a frontage road/wetland impact/roundabout on Buckwalter. Further, in 2018 Vineyard Bluffton Assisted Living was permitted on Tract C1 east side of Buckwalter and allowed to create a median crossover in Buckwalter Parkway (stop sign controlled, not a roundabout) with full turning movements (both left and right movements allowed from both side road approaches).

Regarding the IGA, it is BMH’s position that the IGA is ambiguous because it is silent as to the responsibilities of the parties should Beaufort Memorial chose to purchase an alternate site. In the preamble, both parties contemplate that the Hospital may generate additional Road Facilities Development Fees at other facilities it may alter or construct in Southern Beaufort County; however, it fails to address the effect of the selection of another site within the agreement. “Where a contract is silent as to a particular matter, and ambiguity thereby arises, parol evidence may be admitted to supply the deficiency and establish the true intent.” Columbia East Assocs. v. Bi-Lo, Inc., 299 S.C. 515, 519-20, 386 S.E.2d 259, 261-62 (Ct. App. 1989); Wheeler v. Globe Rutgers Fire Ins. Co. of City of N.Y., 125 S.C. 320, 325, 118 S.E. 609, 610 (1923). Under the parol evidence rule, extrinsic evidence is inadmissible to vary or contradict the terms of a contract. Penton v. J.F. Cleckley Co., 326 S.C. 275, 280, 486 S.E.2d 742, 745 (1997). “However, if a contract is ambiguous, parol evidence is admissible to ascertain the true meaning and intent of the parties.” Koontz v. Thomas, 333 S.C. 702, 709, 511 S.E.2d 407, 411 (Ct. App. 1999). An ambiguous contract is a contract capable of being understood in more than one way or a contract unclear in meaning because it expresses its purpose in an indefinite manner.” Klutts Resort Realty, Inc. v. Down’Round Dev. Corp., 268 S.C. 80, 89, 232 S.E.2d 20, 25 (1977).

When a contract is ambiguous the parties may look to other sources to ascertain the intent. In this matter, the parties should look to the discussions that occurred both at the County Council Finance Committee meeting on February 21, 2011 (see highlighted items Exhibit C) and County Council meeting February 28, 2011 (see highlighted items Exhibit D). The cited discussions show that it was the intent of County Council that a credit be given to Beaufort Memorial for the expenditure of these funds even if Beaufort Memorial chose to select a different site within the service area. Specifically, Mr. Tedder responded to Mr. Baer’s question about building anywhere South of the Broad and whether credit should apply should Beaufort Memorial choose a different location. Mr. Tedder responded that “there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was

necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees.” In short, the funds are tied to the service area.

BMH is in the process of constructing a medical office building in the Southern Service Area; therefore the pending request is that County Council approve an impact fee credit in the amount of \$103, 541 as contemplated in the 2011 Intergovernmental Agreement.

EXHIBIT A

Intergovernmental Agreement

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON, AND BEAUFORT MEMORIAL HOSPITAL REGARDING ROAD DESIGN AND CONSTRUCTION OF BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD

THIS AGREEMENT (the "Agreement") is made and entered into this 28th day of February, 2011, by and among the County of Beaufort, South Carolina ("Beaufort County"), the Town of Bluffton, South Carolina, and Beaufort Memorial Hospital (the "Hospital").

WHEREAS, Beaufort County commissioned and adopted a US Highway 278 Short Term Needs Study in 2001 in which a New Road Connectivity component included the building of a frontage road connector designated as the Buckwalter Commercial - Buckwalter Parkway Connector (the "Buckwalter Commercial Frontage Road"), the purpose of which was to alleviate traffic congestion along Highway 278; and

WHEREAS, the prior owners of that certain property known as Buckwalter Commercial Park more particularly described on Attachment A (the "Property") had contemporaneously agreed with the South Carolina Department of Transportation ("SCDOT") regarding Encroachment Permit Number S-07-000179 dated May 17, 2000 and supplemental correspondence through November 14, 2000, that the Highway 278 crossover (median cut) at Buckwalter Commercial Park could be closed in conjunction with future improvements to Highway 278 upon agreement between Beaufort County and SCDOT after completion of a frontage road connecting the Property from Highway 278 to Buckwalter Parkway, and that the owner of the Property would provide the right of way for the Buckwalter Commercial Frontage Road with SCDOT being responsible for all permitting, construction and maintenance costs of the Buckwalter Commercial Frontage Road; and

WHEREAS, Beaufort County Council approved at third reading on October 23, 2006 by Ordinance Number 2006-24 (now codified at Chapter 82 of the Beaufort County Code of Ordinances) a Development Impact Fee, including a Road Facilities Fee, and within that Ordinance identified and incorporated by reference the Road Facilities Impact Fee Support Study and CIP: South Beaufort County Service Area, dated September 2006 (Support Study) and the County adopted South Beaufort County Road Capital Improvement Plan (CIP) identified therein, which were used to calculate the Road Facilities Fee (Section 82-85 of the Beaufort County Code of Ordinances); and

WHEREAS, Table 12 of the Support Study identified the Buckwalter Commercial Frontage Road (identified in that Study as Frontage Road, South Side, Meggett Tract to Buckwalter

Parkway) as a Needed Capital Improvement, consisting of 0.42 Added Lane Miles at an estimated cost of \$900,000.00; and

WHEREAS, Beaufort County and SCDOT are presently engaged in designing, permitting and constructing improvements to Highway 278 that include the median closure described above; and

WHEREAS, the Buckwalter Commercial Frontage Road has long been approved as part of Beaufort County's Capital Improvement Program as described above, and the Buckwalter Commercial Frontage Road is an improvement eligible to have the design, permitting and construction costs paid from Beaufort County Traffic Impact Fees pursuant to Chapter 82 of the Beaufort County Code of Ordinances; and

WHEREAS, the recent economic downturn has affected the income stream from the Beaufort County Road Facilities Impact Fees, inhibiting the ability Of Beaufort County to fund the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, SCDOT has also experienced a shortfall in funding because of the economic downturn, and SCDOT cannot commit funds for the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, the Hospital has placed under contract the Property through which the Buckwalter Commercial Frontage Road is to be constructed, and the Hospital desires to have the design, permitting and construction of the Buckwalter Commercial Frontage Road to begin as quickly as possible in order to deliver health care services to southern Beaufort County; and

WHEREAS, construction of the buildings upon the Property by the Hospital will generate Beaufort County Impact Fees; and

WHEREAS, Section 6-1-1050 of the Code of Laws of South Carolina provides for an impact fee payor to enter into an agreement with a governmental entity, providing for the construction or installation of system improvements by the fee payor or developer and credits or reimbursements for costs, among other things; and

WHEREAS, Section 82-88 of the Beaufort County Code of Ordinances provides for a impact fee payor to apply for credits and enter into a Credit Agreement with County Council for system improvements identified in the CIP and dedication of road right of way, among other things; and

WHEREAS, Section 82-SS (c) (6) of the Beaufort County Code of Ordinances further provides for a Capital Contribution Front-Ending Agreement to the extent the fair market value of the construction of the road facilities exceed the obligations to pay road facilities development impact fees; and

WHEREAS, the Town of Bluffton, pursuant to an Intergovernmental Agreement with Beaufort County, collects the Beaufort County Impact Fees and transmits them to Beaufort County, less an Administrative Fee; and

WHEREAS, the Hospital has had prepared a scope of services and fee agreement with design professionals which includes the initial studies and applications to apply for the various permits from the Army Corps of Engineers, SC Dept. of Health and Environmental Control, and others which are necessary to construct the Buckwalter Commercial Frontage Road, with such services totaling \$200,700.00; and

WHEREAS, the Hospital has had prepared a preliminary Engineer's Estimate of Probable Cost regarding the costs to construct to County standards the Buckwalter Commercial Frontage Road across the Property with connections to both US 278 and Buckwalter Parkway, which totals \$1,300,000.00 and

WHEREAS, the first phase of the Hospital's buildings on the Property will generate approximately \$677,400.00 in Beaufort County Road Facilities Development Fees (60,000 s.f. times \$11.29/s.f. Road Facilities Fee), with total additional buildout to generate an additional \$677,000 to \$903,000.00 in Road Facilities Development Fees, for a potential total of \$1,580,000.00 in Road Facilities Development Fees; and

WHEREAS, the Hospital may generate additional Road Facilities Development Fees at other facilities it may alter or construct in Southern Beaufort County in the future; and

WHEREAS, discussions with County Council, County Staff and the Hospital's administration and consultants have led to a consensus that a traffic roundabout should be considered as an alternative to a full access four way intersection at the intersection of the Buck-walter Commercial Frontage Road and Buckwalter Parkway; and

WHEREAS, with the assistance of Beaufort County Engineering, the Hospital's engineers are soliciting proposals for the design of a roundabout suitable for the Buckwalter Parkway intersection, with an accompanying engineer's estimate of construction costs; and

WHEREAS, it is anticipated that the design profile of such a roundabout may require the acquisition of additional property from adjacent landowners to create a sufficient right of way for the road and its associated drainage.

NOW THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the design, permitting and construction of the Buckwalter Commercial Frontage Road shall be undertaken by the Hospital upon the following terms and conditions, which are accepted by both Councils of the Town of Bluffton and Beaufort County and the Board of Trustees of Beaufort Memorial Hospital, and that the following shall be the Credit Agreement and Capital Contribution Front-Ending Agreement as contemplated by Chapter 82 of the Beaufort County Code of Ordinances.

1. DESIGN AND PERMITTING

- a. The Hospital will contract for the design professional's services, totaling \$200,700.00 as more particularly set forth and described in the attached Attachment B. The parties agree that the terms of services set forth in Attachment B are within the

customary range of costs for similar services, and competitive bidding is not required. It is further agreed that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and the County, after obtaining at least three proposals, and the costs for those services will be added to the approved professional's services fees.

b. Unless otherwise agreed, the Hospital will be in charge of supervision of the design and permitting, and the Town of Bluffton and Beaufort County will execute such applications for permits as may best be processed in either or both of their capacities as governmental bodies. It is acknowledged that the Army Corps of Engineers and DHEC wetland permits and land disturbance permits will likely be submitted as a joint County-Town application, which may also be joined by SCDOT as a co-applicant.

c. Beaufort County, after consultation with the Town of Bluffton, shall approve the initial design and construction specifications of the Buckwalter Commercial Frontage Road and its profile, as the Buckwalter Commercial Frontage Road right of way shall be dedicated to Beaufort County after completion of construction. Preliminary design requirements from the County include two twelve foot travel lanes with usual and customary turn, acceleration and deceleration lanes within the Property as contained in the SCDOT Blue Book, with at least one multi-use path on one side completely through the Property. US 278 access to the Buckwalter Commercial Frontage Road will be a limited access right in, right out movement, with a deceleration lane only off of US 278, and Buckwalter Parkway access to the Buckwalter Commercial Frontage Road shall be a full access roundabout, unless the traffic study commissioned by the Hospital with the assistance and guidance of Beaufort County Engineering indicates that it should be only be a traditional four way full access intersection with appropriate acceleration and deceleration lanes. Provisions for a future connector southward from the Property towards the Berkeley Place commercial area shall be incorporated into plans, as well as a westward connector from the Property towards Island West Planned Unit Development. The road shall be curb and gutter with sidewalks on both sides. Storm water design for the road shall be coordinated with the Hospital's storm water requirements for its on-site development so as to have an integrated storm water master plan. Design parameters for the Buckwalter Commercial Frontage Road required by Beaufort County should be made available to the Hospital no later than 45 days after approval by Beaufort County of this Agreement. It is acknowledged road and landscaping enhancements requested by the Hospital beyond the initial design requirements will be at Hospital's expense.

d. Beaufort Memorial Hospital shall be responsible for the timely payment of the invoices for services and application fees in regards to the design and permitting of the Buckwalter Commercial Frontage Road, but the Hospital shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on the Buckwalter Commercial Frontage Road. These credits shall be evidence by prepayment certificates at the time the funds are expended by the Hospital, which credits shall be based upon the amount of commercial square footage to be constructed by the Hospital on the Property (such as medical office buildings), as such expenditures for the construction Of the Buckwalter Commercial Frontage Road would satisfy Road Facilities Development Fee requirements. There shall be no diminution in

value due to Road Facilities Development Fee increases in the future (i.e., 10,000 s.f. of pre-paid fees at today's rate of SI 1.29 per s.f. will still satisfy the requirements for 10,000 s.f. of commercial medical office space (or its future equivalent category) regardless of any rise in the commercial rate, provided further that any decrease in the commercial rate will accrue to the benefit of the Hospital (i.e., additional square footage shall be available if the fee should be less than in effect when paid).

II. CONSTRUCTION

- a. The parties agree that the completion of the Buckwalter Commercial Frontage Road and associated infrastructure improvements within the time frame necessary to provide access and utility service to the medical office buildings to be constructed on the Property by the Hospital is an integral and essential element of this Agreement, as is coordination with the US 278 widening project to achieve economies of scale and avoid lack of essential access during construction and site occupancy. The Hospital shall provide the necessary right of way for the road and associated drainage, and shall receive a credit for land dedication in accordance with Section 82-88 (c). To the extent that additional land is required for the roundabout from adjacent landowners, such adjacent landowners likewise shall be eligible to receive credit against future Road Facilities Development Fees in like manner.
- b. The parties further agree the Hospital may submit a build proposal for the Buckwalter Commercial Frontage Road and associated improvements which shall meet or exceed applicable state and county design requirements. If the Hospital's proposal(s) and its unit costs are comparable to similar road projects presently under construction in Beaufort County, and Beaufort County receives a legal opinion from its attorneys that such proposal does not violate any procurement statute or ordinance, the Hospital shall use its procurement process to award the contracts. If placed for normal bidding through Beaufort County's procurement process, Beaufort County agrees to include provisions in the road improvement and/or utility installation contract specifications and plans which provide for a completion date of the Buckwalter Commercial Frontage Road and associated infrastructure improvements no later than ten months after contract execution, and that failure to stay within the designed critical path for completion by more than one month (with due allowance for inclement weather delay) shall constitute a material breach of such contract. Beaufort County shall include contract provisions in the construction documents making the Hospital an intended third party beneficiary of said contract(s), which shall provide that the contractor's failure to complete the road and associated improvements in accordance With the required terms set forth herein, including completion dates, and to provide continuous functional construction access to the building sites of the Hospital may subject the road building contractor to a claim from the Hospital for damages that may be proven to have been incurred by Hospital by virtue of the contractor's failure to perform, including, but not limited to, loss of revenue from the buildings that are unable to obtain a Certificate of Occupancy from Beaufort County as a result of the delay and any increased construction and or financing costs. In an effort to mitigate damages, Beaufort Memorial Hospital shall have the right, but not the obligation, to demand Beaufort County terminate the contract with the road contractor and allow the Hospital to complete that portion of the road construction not

timely completed by County's contractor. In such event the road contractor may be liable for the amount paid or incurred by the Hospital to complete the road improvements and for such other damages as may be proven and provided for by law. In the event of default by the contractor, Beaufort County shall pay any amounts due under the Contract to the Hospital, and Beaufort County agrees to participate as a party Plaintiff in any litigation against the defaulting contractor to recover all costs and damages due to the Hospital as a result of the default.

III. PAYMENT FOR CONSTRUCTION COSTS

a. Recognizing the present inability to fully fund the construction of the Buckwalter Commercial Frontage Road by either of the governmental parties or SCDOT, Beaufort Memorial Hospital will fund the construction costs of the Buckwalter Commercial Frontage Road and pay invoices as they come due, but the Hospital will receive credits against future Beaufort County Road Facilities Development Fees for the actual amounts paid for the construction costs of the Buckwalter Commercial Frontage Road, with such credits to be evidenced by pre-payment certificates in the same manner as described in Section I(d) above.

b. Further recognizing that the costs of the design, permitting and construction of the Buckwalter Commercial Frontage Road and associated roundabout and access may exceed the amount of Road Facilities Development Fees due from the Hospital to Beaufort County for the Hospital's future construction, the Town of Bluffton and Beaufort County agree to use their best efforts to obtain such other monies as may become available through grant application or otherwise to supplement the funds available for repayment of the costs to construct the Buckwalter Commercial Frontage Road.

c. It is acknowledged that present fiscal demands for existing under construction projects as part of Beaufort County's Capital Improvement Program have required the designation of funds from the Road Facilities Development Fee program to complete those projects. The Town of Bluffton and Beaufort County agree to reimburse the Hospital for the costs to construct the Buckwalter Commercial Frontage Road and associated roundabout and access not covered by the Hospital's projected Road Facilities Development Fees from future Road Facilities Development Fees not already earmarked for these other sales tax projects as they may become available in the future. It is acknowledged that the timing of these future reimbursements is uncertain, and it likely will be several years prior to such fees becoming available.

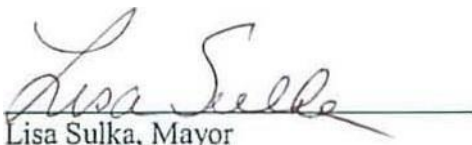
d. Notwithstanding the foregoing, in the event a project that would generate Road Facilities Development Fees is proposed that would connect to or take access from the Buckwalter Commercial Frontage Road or associated roundabout and access, such fees will be collected and reimbursed to the Hospital until the costs of the Buckwalter Commercial Frontage Road and associated roundabout and access have been fully reimbursed to the Hospital.

IV. MISCELLANEOUS

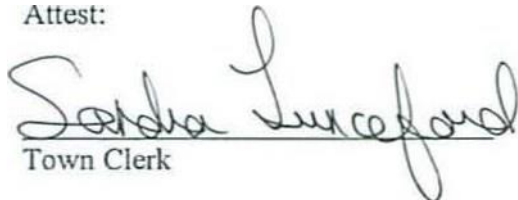
- a. If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.
- b. The above recitals are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Town of Bluffton and Beaufort County, acting under the authority of their respective governing bodies, and Beaufort Memorial Hospital, acting by and through its Board of Trustees, have approved this Intergovernmental Agreement, authorized its authorized officers to duly execute same in triplicate, any of which is to be considered an original, thereby binding the Town, County and Hospital for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

TOWN OF BLUFFTON


Lisa Sulka, Mayor

Attest:


Town Clerk

BEAUFORT COUNTY



Weston Newton, Chairman

Attest:



Sue Raine, Clerk to County Council

SIGNATURES CONTINUE ON FOLLOWING PAGE

BEAUFORT MEMORIAL HOSPITAL



Jerry Schulze, Chairman

Attest: 

David L. Tedder, Secretary

EXHIBIT B

Buckwalter Commercial Frontage Road

2D. US 278 FRONTAGE ROADS: BUCKWALTER COMMERCIAL

Project Summary

Design Firm: Florence & Hutcheson, Inc.

Project Manager: David Beaty, Florence & Hutcheson, Inc.

The Buckwalter Commercial frontage road will reduce traffic on US 278 by connecting Lost Oaks Drive to Fording Island Parkway. Two medians are scheduled to be closed by SCDOT on US 278 in this vicinity. This frontage road will be a two-lane road. Each lane will be 11 ft. wide with 6 ft. wide shoulders on each side.

Project Status

All documents for execution were submitted to the Town of Bluffton at the end of November, 2008, to be under development. The Town of Bluffton plans to coordinate with developers to assure the frontage road is consistent with future area development. Construction costs are estimated at \$1.04 million.

PROJECT NUMBER AND TITLE	Budget (Anticipated Total Expenditures)	Expended FY2007 to date	Encumbered as of 6/30/2010	Expended to date + Encumbered TOTAL
02D - US278 Frontage Rds (The Gatherings to Graves Rd)	\$5,375,944	\$1,790,190	\$1,364,908	\$3,155,098



Thanks,

Ryan Lyle, P.E.
Project Manager

Andrews & Burgess, Inc.

Exhibit C

Minutes of Beaufort County Finance Committee – February 21, 2011

February 21, 2011

FINANCE COMMITTEE

February 21, 2011

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

The Finance Committee met on Monday, February 21, 2011 at 3:00 p.m. in the conference room of building two, Beaufort Industrial Village.

ATTENDANCE

Finance Committee members: Chairman Stu Rodman, Vice Chairman William McBride, and members, Steven Baer, Brian Flewelling, Paul Sommerville, and Jerry Stewart attended. Member Laura Von Harten absent. Non-committee member Rick Caporale, Gerald Dawson and Herbert Glaze were also present.

County Staff: Milton Boswell, Assessor's Office; Morris Campbell, Community Services Division Director; Todd Ferguson, Emergency Management Division Director; Bryan Hill, Deputy County Administrator; Ed Hughes, Assessor; Gary Kubic, County Administrator; Monica Spells, Compliance Officer; David Starkey, Chief Financial Officer; Dave Thomas, Purchasing Director; William Winn, Director of Public Safety.

Public: Doug Henderson, Treasurer Elect; Dick Stewart; David Tedder, Attorney representing Beaufort Memorial; Rick Toomey, Beaufort Memorial Hospital CEO.

Media: Richard Brooks, *Bluffton Today*; Joe Croley, Hilton Head Association of Realtors; Kyle Peterson, *Beaufort Gazette/Island Packet*.

Pledge of Allegiance: The Chairman led those present in the Pledge of Allegiance to the Flag.

INFORMATION ITEM

3. Discussion of Beaufort Memorial Hospital Property Full Road Access to U.S. Highway 278 and Buckwalter Parkway.

Discussion: Mr. David Tedder, representing Beaufort Memorial Hospital, stated this Committee met two weeks ago and examined the proposed intergovernmental agreement among the County of Beaufort, the Town of Bluffton, and the Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road. Several questions arose and were discussed. Most were regarding an access point at Buckwalter Parkway. Since that time, Engineer Steve Andrews has been working with the County's Engineering Department. The Town of Bluffton has discussed this and is in support of this and the acceptance of the roundabout, and is wants this to move forward. He stated since the last meeting he has provide chronology and backup data on how we went from 1999 to 2011 with road studies, traffic analysis and what needed to be done which shows this frontage road has been out there for 12 years. He distributed a handout of the proposed changes of the intergovernmental agreement related to the comments received at the last committee. He stated he incorporated in to the whereas clause the discussions with County Council and county staff that led to the senses that a traffic roundabout should be considered as an alternative to a full access four-way intersection at the Buckwalter Parkway. We are now currently soliciting proposals for the design of a roundabout suitable. It is recognized in the intergovernmental agreement that the roundabout may require additional property from across the street from the Bluffton Parkway.

Page 4, Section 1 - A. – the acknowledgement that we are agreeing that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and County after obtaining at least three proposals and the cost will be added to the approved professional's services fees was added to the intergovernmental agreement.

Page 4, Section 1 – C was changed to clarify the road design and time table for the design parameters.

Page 5, Section 2 – A an acknowledgement of what the County Ordinance, Section 82-88 provides language to say if land is dedicated to the County for a system improvement there is an impact fee credit available, therefore the language to the extent of additional land from property owners, across the street, is required, they will required a traffic road facilities development fee credit was added to the intergovernmental agreement.

Page 5, Section 3 – B and C language was inserted so that it was clear that the associated roundabout and access is includes as part of the cost the Hospital is asking credits back for. In Page 5, Section 3 – D language was included so that the impact fees generated from tie-ins to the system improvement is available to the Hospital as repayment.

Mr. Stewart stated at the last meeting we talked about this in respect to the Access Management Plan for Buckwalter Parkway, and his understanding was that we were going to get some modification / amendments proposed since we never considered roundabouts in the original Plan and are not putting in something that was not associated with it. Is this consistent with what is being proposed? Does it meet the requirements of the Engineering staff with respect to the distance from the lighted intersection of U.S. 278? Do we foresee a kind of traffic congestion / problem with people backed up on U.S. 278 at high traffic periods because of the traffic circle?

Mr. McFee stated insofar as the amendments to the Access Management Plan, the County

Administrator has the staff recommended changes in order to more clearly codify the use of roundabouts. He stated he does not believe a roundabout is in the engineer's transportation toolbox. In order to make sure they are in the engineer's transportation toolbox, it is under review. In regard to the performance of a traffic circle at that location, once more specific information is received it will be easier to tell.

Mr. Stewart wanted to know if a traffic circle will be a full service intersection. Mr. McFee stated it will allow full access.

Mr. Stewart stated it seems it is not meeting the 2,000 feet between signals. Mr. McFee stated it is an issue of semantics. As far as functionality is concerned, and solving the problem with regard to access and safety, this is appropriate. Mr. Stewart's concern is the location of the roundabout. Is the distance from U.S. 278 a sufficient distance?

Mr. Tedder stated we need to move forward on this. The Hospital has done all the due diligence under the ordinance. The Hospital has dealt with the engineers and has asked for their recommendation on a traffic engineer to hire. The way this is written it says how we are going to incorporate those recommendations into this. If it does not call for a full roundabout and full access is unachievable, it is doubtful that the rest of the Hospital Board will vote to buy this property. This will then go away. He would like to move forward with a process that includes an improved traffic analysis under the guidance of the County, with the assistance of the Town of Bluffton. The Hospital needs some confirmation to move forward in conjunction with our public partners to get this figured out. It is consistent. The Access Management Plan calls for a full access point there, without a light.

Mr. Baer stated he will submit his one page of questions. He stated it is unclear that the location of this roundabout is the best location for all the people who are going to use it. Moving it closer to Sea Turtle Cinema so that it is a multiuse roundabout makes more sense. He would like some unbiased study of that.

Mr. Tedder stated the Master Plan for the property across the street from the proposed site shows an intersection that has already been approved. The Hospital has taken into account what is happening across the street. What has been done to accommodate the Theatre is at the behest of the County engineers and the Town, provide a stub out to run down the 14 to 25 acres below the proposed site to the Theatre parking area, so they will be connected.

Mr. Baer would like to see that in diagram form. Mr. Tedder stated they provided Planning Department with those diagrams.

Mr. Baer stated this item was presented as an off agenda item on January 4, 2011. Then we received a presentation February 7, 2011, where handouts were given at the meeting. Today again

handouts were given out at the meeting, different from the ones received last Friday. Our job is due diligence for the tax payers. He stated he wants this to happen, it is a good use. In doing due diligence for the taxpayer, if the materials were provided a week before January 4 when this appeared as an off agenda item, giving us a month to ask and add questions we would be voting on this in Council now. Instead it is coming to us in pieces. How can we vote on this? Mr. Tedder stated he has provided materials in a timely manner to County staff. Whether they got to Council before the meeting or not, he does not know. Today was the only time he has provided documents at the meeting. He stated he is trying to provide Council with information.

Mr. Stewart brought forth the fact that the roundabout will be more costly and will require acquisition of land that had not been factored. The County is being asked to accept this and accept the additional cost of the County. He stated he would like to see this done, but there are so many uncertainties that are hitting us at the last minute, that we do not know. We don't know what this impact will be. We have already projected impact fees into the future for existing projects on the books.

Mr. Rodman stated the location of the roundabout that is a current permitted access and what we are talking about is whether it is expanded or updated to a traffic circle or a signal. Mr. Tedder stated the 2007 Traffic Management Plan shows an intersection (C1) that includes turn lanes in both ways and acceleration lanes out both ways. We are proposing to expand out the area required to be used, due to a roundabout taking up more space. His understanding is that under the 2007 approved Traffic Management Plan, there cannot be a signalized intersection at that point. It is a full access only, with turn lanes. In order to address the County's concerns, Bluffton's concerns, and the Hospital's concerns, we looked at the Traffic Impact Analysis done for this project and acknowledged it needs to be updated. In those discussions, the potentiality for the need of a roundabout, rather than a stop sign intersection was determined desirable. We are trying to move forward adding that study onto our study so we can justify that. That additional cost is to be included in the design and permitting portion of this. If it turned out that future traffic studies did not justify the roundabout, would the Hospital be comfortable with the current access – stop signs, acceleration and deceleration lanes. Mr. Tedder stated it is likely, but it is contingent on the Hospital having access to the new traffic study, so they can do their due diligence. The Hospital does not want to design a failure for the County. He continued by saying that if the Hospital Board gets to a point and sees where it will not work, they will not purchase the property.

Mr. Rodman clarified that before the Hospital buys the property, they will have to understand that the traffic piece will work. Mr. Tedder stated this information and the permitting of the road are prerequisites for closing on this property.

Mr. Stewart wanted to know what it would take to move the traffic circle further south. Is that impossible to do? We are already going to be incurring additional costs, above and beyond what we envisioned it to be. Let's do it now versus doing it less than appropriately and be sorry for it in the future. Why can't the engineers get together? Why can't the traffic circle move further south on the Parkway so it is further removed from the intersection?

Mr. Tedder replied money. At least two or three properties would have to be condemned to be able to do that. They will not want to have their property condemned.

Mr. Baer stated they will get better access. Mr. Tedder stated he is not speaking for the people, but it is his understanding they do not feel that way.

Mr. Kubic stated he asked Mr. Rob McFee to come up with the engineering changes so that a text amendment could eventually be proposed. His position, as administrator, is that he does not like putting in traffic lights. You are stopping traffic. We spent money on Buckwalter and Bluffton Parkway to move traffic from one end to another, continuously, at a certain speed as a parkway or major thoroughfare. We did not want a major roadway where curb cuts would occur every five feet. We passed the Access Management Plan and designated that C1 intersection. When the Hospital came forward, his recommendation was if it reasonable to assume you'd have more trips and they wanted a backdoor, that something other than a traffic light should be introduces. He stated he was trying to keep all sides moving forward. He does not want the Hospital to withdraw the project. He sees it as an economic development. He agrees with Councilman Stewart in understanding if a roundabout is better. We have tried to keep five to six items moving at the same time, recognizing that the only static piece we have is the Traffic Management Access Plan that has identified a CI intersection at that location. He stated he does not like crossovers on medians. If it was his choice and a roundabout couldn't be done, he'd suggest right turn in, right turn out. Unfortunately that will not meet the Hospital's expectations. When he first learned about the project, he instructed Mr. McFee to take a look at all of the options for backdoor frontage connectivity, which included Island West, the Hospital, Sea Turtle, and the property across the street from the C1 intersection to see what would be feasible. They came back with a lot of different recommendations. All of it came back to trying some alternate would be a very expensive proposition. As a fallback position, after the last meeting he does have the text changes that deals with distance and size and new tool in our toolbox, but he stated he has to follow through appropriate steps in introducing a text amendment. The Planning Department is currently looking at it. It will then go to the Planning Commission. It may take some time. He recommends us to find a way to allow the process to continue so that we do not jeopardize a potential investment in the area. He is hoping there is a way to allow all of those things to go to the next step. In any event, if the traffic analysis is going to require some type of study and the Hospital feels it is not going to work, the project won't be going forward anyway.

Mr. Sommerville stated if the Hospital does not purchase this property and move forward with this project, we don't know if or when that property will be developed. We know the money will come in if the Hospital purchases it. If they do not, we do not know if it will ever come in. there is money there that will only be available if the Hospital buys. The Traffic Management Access Plan he assumes the Town of Bluffton, Beaufort County, and SCDOT are the parties. Mr. McFee stated it is just Beaufort County. It was developed with Beaufort County and the Town of Bluffton as a signatory.

Mr. Sommerville stated if we want to amend that all it is going to take is action from the two councils. The only reason we would have to amend it is if we decide put in a traffic light. Right now that is not being contemplated. Mr. Kubic stated a modification would have to be made if the plan is not accepted at face value. We have an ordinance. Anything that is different than the ordinance would require an amendment.

Mr. Sommerville stated the current Traffic Management Access Plan allows us to put in a roundabout. Mr. McFee stated the Plan does not allow us in a signal. It is silent on all other aspects.

Mr. Sommerville wanted to know if improvement of an intergovernmental agreement requires three readings and a public hearing. Mr. Tedder stated the County has been approving intergovernmental agreements by resolution. Chapter 82 provides for an agreement to be presented to the Council for approval.

Mr. Sommerville stated when this leaves Committee; it goes to Council for one reading by resolution. There are always some unanswered questions that can be answered between now and the next Council Meeting, February 28, 2011. He stated he is scared to let this languish in Committee.

It was moved by Mr. Sommerville, seconded by Mr. Flewelling, that Committee approve and recommend to Council approval of an intergovernmental agreement among the County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Flewelling stated he would appreciate it if Mr. Baer would send his list of questions to all of Council to make sure they are fully answered. Mr. Tedder asked if he has permission to respond directly to those questions to all Council members or should it be sent to staff. Mr. Rodman stated he could send it to everyone.

Mr. McBride concurred with Mr. Sommerville in that it is time to move this forward. The Hospital has been working on this and trying to find property for many months. They have done what they were told they needed to do to bring this forward and meet the spirit of the compliance of our ordinance in place. It would not be fair to them to delay them any longer. We can move this forward with a recommendation for approval of Council with the understanding that any additional questions Council has will be submitted to the Hospital Board or whomever the appropriate person is and the answers to be received before it goes before County Council. If the answers are not satisfactory, we will have a vigorous discussion at County Council before a vote is taken.

Mr. Rodman stated before the Hospital is going to purchase the property they want to make sure that the roundabout will work or that the access point will work. Mr. Tedder concurred. Mr. Rodman continued by saying he believes that to be a couple months of work to figure that out. Mr. Tedder stated at the Natural Resources Committee, they presented the critical path on getting this done. The Hospital is not buying the property, closing on the property, until a wetland permit is obtained for the crossing that must be obtained to get to the point of where the roundabout goes. It is important to know what to design, because it has to be taken in to account for the submission of the core and OCRM. No, the Hospital is not going to buy this property if they cannot have suitable access that functions properly. It needs to work properly.

Mr. Rodman the Hospital is asking for a credit against impact fees, up to the amount they will front in to pay for the study and the building of the road. Mr. Tedder stated that is correct.

Mr. Rodman stated we know we will come short on the 1% sales tax and have prioritized and have projects underway that assume most of the impact fees. How will the Hospital get paid if the impact fees don't materialize? Mr. Tedder stated the Hospital acknowledges that there is a possibility that we may not get paid back for decades. That is why they ask that the certificates be issued. They anticipate receiving the impact fees for anyone that ties in, because they are using the infrastructure the Hospital has provided. The Hospital also asks the County and the Town to use their best efforts in finding other money to help out. The Board understand that there is a possibility of being out some money for awhile, but anticipate that the impact fees at full build out would be sufficient to cover everything but the roundabout.

Mr. Rodman wanted to know if anyone is uncomfortable with concept of the Hospital front ending the money and getting paid back in the future. Mr. Caporale stated he is not uncomfortable with it, but the question arises that if the impact fees begin to accrue, do we get into a scrap as to how they are proportioned. Mr. Flewelling added he is very comfortable with the idea of using impact fees to pay for specific improvements related to that project, but he would like to identify which properties would be drawn down (the properties the future impact fees would be used from). He wants specificity. Mr. Tedder stated he could provide that information. Mr. Caporale stated it would satisfy his concern as well.

The vote was – FOR: Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Sommerville. OPPOSED – Mr. Baer and Mr. Stewart. ABSENT - Ms. Von Harten. The motion passed.

Mr. Baer's questions and concerns are attached to the minutes.

Recommendation: Council approves an intergovernmental agreement among the County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Thoughts, Comments and Questions on BMH Access Road Project - February 21, 2011

1 - Proposed Use:

- The Healthcare facility seems to be a good use and good for the area. It will create jobs, although we have been told it will not pay taxes. Perhaps other related businesses will spring up nearby, that will pay taxes.

2 - Road and Traffic Design:

- It is not clear to me that the plan presented (2/7/11) is the best design for all the people of the area. Questions include:
 - What is the plan for this road? Is it a hospital driveway, or a full service access Rd. to the Buckwalter Parkway as envisioned in our 1% project book?
 - Does the road proposed meet the standards envisioned in the 1% project list?
 - What is the best traffic design to cover all the users in the area?
 - It seems to me that such an access road should also meet the needs of the movie/restaurant complex nearby. Was there a joint design?
 - It has been said that the proposed rotary violates our County access management plan. It has also been said that it seems designed for some other unknown land access purpose across Buckwalter parkway. That is not a bad thing, but given the high traffic movie/restaurant complex nearby, it seems that this road needs to be designed to cover all nearby purposes.
 - Where is the traffic study for the project?

3 - Funding:

- A frontage road at Buckwalter Commercial was on the 1% project list at some point in time. (It was in the July 26, 2010 report.) However, that list lumped all the frontage roads into a single \$2,228,047 project. It is not known if any remaining money is available in that bundle, particularly after other commitments, and overruns. The entire 1% list had to be reprioritized and many projects put on hold. There are also new demands and uses for those funds emerging.
- What is the total cost of the project, and cost to County?
- How much is the hospital asking for: \$200,000, the full road construction cost, or some other number?
- Where is that money proposed to come from? What will it displace?
- What impact fees will be generated by this project?

4 - Presentation and Approval Methods:

- This appears to be a worthwhile project that I would like to see succeed. However, it is an example of how not to present complex material to CC for a rapid decision. This project was presented to us in a rushed fashion with major slides and handouts given to us in real time at meetings. That prevented any advance homework or research by Committees.

- First appeared Jan. 4, 2011 as an off agenda item at end of Natural resources Committee meeting.
- Next appeared as a presentation on Feb. 7, 2011 at Finance Committee meeting. Some (but not all) complex handouts provided during presentation.

The fastest way to get this project done would have been to put it on the agenda for Jan. 4, 2011 and provide handouts a week before. Then we would have had questions that could have been resolved in a month, and we could have voted by Feb. 4 or the next CC meeting thereafter.

If we are going to do Due Diligence on behalf of taxpayers, we need to enforce some standards on the backup materials and timing of requests brought to us.

Steven Baer February 21, 2011

Exhibit D

Minutes of Beaufort County Council Meeting – February 28, 2011

February 28, 2011

Official Proceedings
County Council of Beaufort County
February 28, 2011

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

The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 28, 2011, in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman Weston Newton, Vice Chairman D. Paul Sommerville and Councilmen Steven Baer, Rick Caporale, Gerald Dawson, Brian Flewelling, Herbert Glaze, William McBride, Stu Rodman, Gerald Stewart and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Councilman William McBride gave the Invocation.

PROCLAMATION

Boys & Girls Clubs Month

Chairman Newton proclaimed March 20, 2011 through March 26, 2011 as Boys & Girls Club Week. Mr. Doug Barry, Executive Director of the Boys & Girls Clubs of the Lowcountry, and Ms. C.J. Humphrey, President of the Board of Directors, Boys & Girls Clubs of the Lowcountry accepted the proclamation.

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON, AND BEAUFORT MEMORIAL HOSPITAL REGARDING ROAD DESIGN AND CONSTRUCTION OF BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD

Mr. Newton reported he will be abstaining from any conversation or discussion with regard to this item. One of his law partners is involved, on behalf of one of the owners of this property, that Council's determination on this potentially could impact that entity or individual. As a consequence, to avoid even the appearance of impropriety, as is his custom, he will recuse himself from this matter. He has refrained from participating in any of the discussions of this matter so far at Council level and will leave the room and ask Mr. Sommerville to take over.

Mr. Newton passed the gavel to the Vice Chairman.

Mr. Newton temporarily left the room.

Mr. Sommerville stated this is a request by Beaufort Memorial Hospital to receive credits for impact fees it is subject to pay in the future against the cost of engineering and designing an access road into and through property at the corner of Buckwalter Parkway and U.S. Highway 278, one which possibly includes a roundabout. This is a Finance Committee recommendation.

Mr. Rodman, as Finance Committee Chairman, stated this is an expansion to Beaufort Memorial Hospital (Hospital) because their facilities in the Bluffton area are too small. No one disagrees with the proposal relative to the Hospital. The Hospital suggested that they would like to incur the costs of which would be an offset of the impact fees, if and when they would be collected. Our County Attorney has reviewed this and advised that he is comfortable with the agreement as proposed. Part of the concept, from a traffic planning standpoint, is this particular access road was in the long range planning for the transportation network. It is, however, not a part of our high priorities, in the sense that it is not in the current plan for the highway construction projects underway or CIP. In terms of what is possibly being disputed – if you can picture the intersection of U.S. Highway 278 and Buckwalter Parkway, moving to the south is the location of the proposed traffic circle. Under the current regulations, it is too close to the intersection of U.S. Highway 278 and Buckwalter Parkway to be considered for a traffic signal, but it is authorized to be a stop sign. What is being proposed is a traffic circle. That piece is in dispute. He believes there to be two ways to move forward: (i) Agree to the overall proposal and the issue of whether a traffic circle is appropriate would be handled by engineering in the due course of procedures; or (ii) This item be postponed until a majority of Council are satisfied with the traffic output. It came out of committee with a vote of 4:2. There is little disagreement that it is a good idea and a good approach, but there are concerns of whether or not there should be a traffic circle that close to the traffic signal at U.S. Highway 278 and Buckwalter Parkway.

Mr. Sommerville stated based on agreements between SCDOT, Beaufort County, and Bluffton Town, it has been agreed that an access road should be constructed. It was contemplated as part of the 1% Sales Tax Referendum. It is a prerequisite in order to close some medians on U.S. Highway 278, which cannot be closed until the access road is constructed. It is consistent with our desire and long-standing commitment to close those two medians on U.S. Highway 278. Regarding the question of whether or not there should be a roundabout / traffic circle, his understanding is that the intersection created by a non-signalized intersection will not be a failed intersection until the property is developed almost entirely. The question of building or not building a traffic circle does not have to be made today. This is supported by the Town of Bluffton. Our Impact Fee Ordinance permits this to happen and permits us to credit entities with impact fees to build roads that are part of our traffic plan in the event there is precedent. This item is time sensitive in that the Hospital needs to make a decision now of whether or not they are going to purchase the property. They cannot commit to that purchase until they have a guarantee that an access road will be built through the property, allowing egress and ingress for U.S. Highway 278 and Buckwalter Parkway. The initial expense that the Hospital is asking credit against would be an engineering study cost of approximately \$200,000, construction of the roadway, and a traffic circle.

Mr. Rob McFee, Division Director – Engineering and Infrastructure, stated there is no doubt that this fits into the long range plans for the roads with regard to U.S. Highway 278 interconnectivity frontage roads. It was a part of staff's recommendation that went to the Beaufort Transportation Advisory Group (BTAG) and County Council. Frontage roads for U.S. Highway 278 are the highest priority. Frontage roads in the Comprehensive Plan are not delineated X-Z, but frontage roads on U.S. Highway 278 are certainly in the Comprehensive Plan as a high priority. He believes we can move forward, but reserve the ability to have experts in roundabout design make sure everything is proper as we move forward. Discussions about pushing the roadway south are good ideas. We need to determine whether or not we have the appetite to do so.

Mr. Sommerville inquired as to whether or not his statement about it being speculative as to when this intersection may or may not fail in that a stop sign will work for a time, is accurate.

Mr. McFee replied certainly. The stop sign in the first phase will serve the purpose, but it will only be a matter of time before it does fail.

Mr. Rick Toomey, Beaufort Memorial Hospital Chief Executive Officer, stated there is some time sensitivity to the issue. Through a process, this land has been identified, approximately 20 acres on U.S. Highway 278 with an access road proposed to tie into the Buckwalter Parkway. The Hospital is looking at developing this over many years (15 to 20 years). The initial building would be approximately 40,000 to 60,000 square feet and a shelled in top floor for future use. The timeline is between the Hospital and sellers. There are a couple of milestone dates -- accessibility of the land to Buckwalter Parkway and the Army Corps of Engineers. The Hospital is looking at a 12 to 24 month period to work through this. The first critical decision is whether or not the land can have accessibility to the Buckwalter Parkway. At present, it has an access road off of U.S. Highway 278. As medical and outpatient services are developed, that will not serve the Hospital's purposes. Connecting into the Buckwalter Parkway is the key variable for the Hospital to continue with the process of closing on the property. There have been a lot of technical questions in regard to the intergovernmental agreement and road design. He turned that discussion over to Hospital representative and board member, Mr. David Tedder.

Mr. Tedder stated year 2000 was the first Short-Term Needs Study which identified frontage roads along U.S. Highway 278 as a high priority. The encroachment permit from the State, for this project, at that time in 2000 recognized there needed to be an access road. Planning continued. In 2006 the County adopted its current version of the Development Impact Fee Ordinance, in which Chapter 82 provides for an identified system improvement to be funded by a developer, in this case the Hospital. In that ordinance it identified this road as one of those system improvements. In 2006 this road was identified, and a funding opportunity that could be done through a developer or an accumulation of impact fees collected.

In 2007 there was an Access Management Study for the Buckwalter Parkway completed that addressed the particular intersection identified as C-1 and showed it as a full access intersection. Thereafter, in 2008, the County engineers, as part of the 1% Sales Tax and Impact Fee Program, created an Engineering Plan for this road that detailed that particular intersection as a full access road. That access point is critical in order to be capable of servicing the needs of the community for the Hospital. This is the end result of about three years worth of strategic planning, site location, and medical demographic studies. The Hospital looked at this, identified a way to pay for it, have an identified road improvement, and decided to go to the County's engineering department. He stated the Hospital's maximum build-out is 140,000 of medical office.

The traffic access studies done in 2006 and 2007, which became part of the Access Management Plan, assumed that amount of square footage on the property in question. The Hospital consulted with the Mr. McFee, Mr. Kinton, and Mr. Klink, and it was determined when looking at this project overall in conjunction to what we have in the area, it might behoove us to see if that is the best approach in doing it.

We then spent a couple of months working on whether the roundabout is the best way to deal with this. The Hospital's engineer has been interviewing roundabout engineers, because the County has asked that experts in designing roundabout be found. The Hospital currently has three in which costs is being discussed.

The terms of the Intergovernmental Agreement, brought before Council, provide for that study to be incorporated. It provides an opportunity for tweaking of the road design. The Hospital has included multi-use paths to connect the interconnectivity. The Hospital has worked with the Town of Bluffton to identify adjacent zonings and other potential uses. The Hospital believes they can accommodate those needs as this study goes forward. The timing issue on this is 14 to 20 months to get the Army Corps of Engineers permit. The milestone on this is to get the engineering done, identify the design, and get it into the permitting.

A road cannot be built until permits have been attained. We do have to have the basic design in order to submit a plan to OCRM and Army Corps of Engineers that is substantially what is going to be built so we are talking about hundreds of square feet of differences and potential wetland impacts. The Intergovernmental Agreement provides how the things are suppose to work when we are building system improvements. It is in the Capital Improvement Program (CIP) and has been. It just is not one of those projects Council chose to take the general pool of funds to build. He believes this has been used before. We believe we have the ability to move forward under the ordinance, implementing at least the design that was identified in the Access Management Plan and by County engineers, to tweak that to get what we need collectively, as the community of the Town of Bluffton, the Hospital, and the County as we move forward to design a roundabout that will service the need.

It was moved by Mr. Caporale, seconded by Mr. McBride, that Council approve an Intergovernmental Agreement among the County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Baer thanked Mr. Tedder for the package of information provided over the weekend. The information provided changed his mind. The \$207,000 mentioned is really \$200,700 if you review previous data. Also, somewhere in the text it appears that if you build anywhere south of the Broad River, credit will be received for the impact fees.

Mr. Tedder stated there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees. He believes it is what the ordinance allows.

Mr. Baer stated Mr. Flewelling raised the desire to identify the properties that had impact fees that might be credited to this project (in the vicinity of the project).

Mr. Flewelling stated he will be voting against this tonight due to him not receiving the list of the identified properties.

Mr. Tedder replied that he had provided a multi-colored map as part of the package that identified each of the properties that looked like it could be extended down to the Sea Turtle Cinema, across Buckwalter Parkway, and over to Willow Run. He thanked Mr. McFee, Mr. Kubic and the GIS Department for working in creating the map, giving the mega data necessary for the Hospital's engineers to overlay the zoning with the listing of the potential uses in the PUD adjacent to Rural with Transitional that still remains in that area. We cannot quantify how many thousands of square feet might take access from the east of Buckwalter Parkway because that particular PUD can move commercial areas around that area. There is a significant amount allowed in there.

Mr. Baer's concern is that if you build far away in southern Beaufort County, why you should get credit for impact fees from that build for this project.

Mr. Tedder replied because it was in that service area. An example of this with another agency - Beaufort-Jasper Water and Sewer (BJWSA) has capacity fees and has service areas. If you over build and get capacity credits from them, you may only use them for projects within that service area. It is a common occurrence to allow credit against the service area for the impact fees, capacity credits, capacity fees, etc., for that particular area.

Mr. Baer asked, "As a Council, are we comfortable to such a broad area of applicable credit channeled into this project"?

Mr. Sommerville stated his understanding is that the guesstimate of the total impact fees that will be paid by the Hospital to Beaufort County is about \$1.6 million for this project that would not otherwise be available. That entire amount can be credited back to the Hospital that is using its own money. What happens if the costs exceed the total impact fees paid?

Mr. Baer stated suppose they build a building at Callawassee junction that generates \$1 million of impact in impact fees why is that \$1 million not devoted to fixing traffic problems near the building they are building at Callawassee. Why would it be channeled into this?

Mr. Sommerville stated under this agreement they can only recover the actual costs they incurred to build this access road. It is a finite number.

Mr. Tedder stated the area defined in the ordinance is the southern district, which includes everything in that development impact fee ordinance conglomeration of costs, then generated the fees. The Hospital is contributing to the pot regardless.

Mr. Sommerville wanted to know if it is fair to categorize this agreement as tracking the language in our ordinance.

Mr. Tedder informed Council that the County Attorney opined on that.

Mr. Sommerville stated he is referring to the development impact fee ordinance.

Mr. Tedder replied that is what is being tracked.

Mr. Rodman stated obviously if you build on the property for \$1.6 million then that offsets the impact fees. If the engineering study, costing approximately \$150,000, is complete and if the Hospital decides to go elsewhere, only that \$150,000 is subject for reimbursement.

Mr. Tedder replied in the affirmative. It is actual monies spent. It also has the caveat for whatever the Hospital spends, other than the initial engineering, has to be approved by Beaufort County to make sure the design is commensurate with what is wanted.

Mr. Rodman said it seems reasonable that the only place there would be a carryover if the Hospital went to another site would be the engineering work spent, prior to the time a decision was made, to go somewhere else.

Mr. Sommerville wanted to know if the Hospital will return with additional requests.

Mr. Tedder stated the last design build that used a process like this was the beginning of the Bluffton Parkway, then known as the east-west connector between Burnt Church Road and Highway 46. Engineers submitted a design, had the County approve it, and it was built under supervision. It was a staff level approval of the engineering because it was out of the blue book.

Mr. Flewelling stated he was under the impression that only those properties affected by this roundabout or the access road were to be included in the list of properties we were going to be collecting and applying to be used towards this project if necessary. That now is not the case.

Mr. Tedder stated it is a combination. The ordinance itself provides that if another party takes access or utilizes the system improvement, created, built, constructed by the developer, those fees would go to compensate the developer. All the properties that could potentially take access to the roundabout or the

frontage road are the potential subdivisions shown down to Sea Turtle are potential donors back to the cost of this road infrastructure improvement.

Mr. Stewart stated these monies, \$1.7 million, would be at build out. When it will be built out or if it will be built out, we do not know. We are assuming it will be built out for specifications. Also, we have no idea what this total cost will be. It is difficult to make the assumption that we are going to forego impact fees on a project for which we do not have a sound idea of what the final costs will be. He believes it will be well in excess of the \$1.7 million. That is dependent upon what happens at the intersection at Buckwalter Parkway. He has no problems with the Hospital, the plans they have, the use of the land, or what they are attempting. It is a question of getting it done properly today rather than finding out five years from now we made a mistake. We have to minimize and eliminate the problems that will come back to bite us in future years. He also expressed his happiness to see all of the documentation; unfortunately, Council should have had that information when we first started this process in January. Instead, it was seen piecemeal. He also commented on the long gap between the Hospital's process and when it was brought before Council. It could have come forward sooner and in a more logical manner. He is satisfied with the Hospital; however, has some questions for Mr. McFee. Are we or are we not making the decision to do a rotary / roundabout at Buckwalter Parkway? Are we saying we do not know what we are doing there?

Mr. McFee replied their original use will be able to function with a stop sign, but their ultimate use will not. In the desire to do what is right, a roundabout appears to be the tool that needs to be implemented now for the future. That is a discussion going forward -- whether or not a roundabout should or should not go there. That goes back to what the Hospital business model says and what their investment 10 to 15 years down the road will look like. What the Hospital is trying to secure tonight is an agreement that Council, per the ordinance, agrees to allow the credit of the impact fees for them to move forward towards finalizing this design, based on their business model and all the other rules and regulations.

Mr. Stewart commented across Buckwalter Parkway the tract of land is under agreements and will be developed. We know the four-way stop will fail. It is not an acceptable end point. It would be negligent to approve something knowing it will fail sometime in the future. He does not want to approve something that is going to fail. He wants to know tonight what is going to be built there, what it is going to cost to build it, and what the County is committing to. We need to understand that now, as opposed to sometime in the future. If we go forward with this, we are making the decision that we need a roundabout and it will, at sometime and someday, need to be paid for. That way is by crediting the impact fee. We are now making a decision, in less than a month, to spend \$1.7 million plus the amount spent on the roundabout. We will be well in excess of \$2.0 million. To make that decision in short-order is very difficult, especially when we have been talking about another project, for about the same amount of money, that has been going on for well over one to two years, yet we cannot come to grips with. He wants to know, before voting on this item, what it is Council is approving.

Mr. Toomey stated if it was just a one-building concept for the Hospital, we would not be looking at having 20 acres. This is being looked at as a long-term endeavor. No one has a definitive fact to say the system will fail. In the original scoping of the site, it was designated that even with 120,000 build out, the four-way stop would work. The Hospital does not want this to fail or come close to failing. This is looked at as a multiple-building campus site. The Hospital is willing to do what is right. It is better to do it on the frontend then to do it on the backend where there is a lot more disruption of services. He would rather invest the money up front to make it right. He is in agreement with Mr. Stewart.

Mr. Tedder stated on Page 4 of the Intergovernmental Agreement, the access is defined as "Buckwalter Parkway access to the Buckwalter commercial frontage road shall be a full access roundabout unless the traffic study commission by the Hospital with the assistance and guidance of Beaufort County engineering indicates that it should only be a traditional four-way access." We are not going to build a problem for our successors to have to deal with 10 to 20 years from now.

Mr. Stewart stated here tonight we are moving downstream to have an access point which is a roundabout. He is satisfied up to that point. He would still like to see it moved further south. It would be better suited. He encouraged everyone to find a way to move it further south to minimize the impact to the main intersection at U.S. Highway 278 and Buckwalter Parkway. He will vote in favor of the project this evening, but believes we still have some work to do.

The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. RECUSAL – Mr. Newton (He left the room, and was not present for any of the discussion or the vote). The motion passed.

Mr. Newton reentered the room.

The Vice Chairman returned the gavel to the Chairman in order to continue the meeting.

The Chairman passed the gavel to the Vice Chairman in order to receive committee reports.

ADJOURNMENT

Council adjourned at 7:50 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Wm. Weston J. Newton, Chairman

ATTEST: _____

Suzanne M. Rainey, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of a Contract Renewal to Daufuskie Island Ferry Services, LLC for FY20 (October 2019 - June 2020) ferry services to/from Daufuskie Island for \$271,222.56

Council Committee:

Public Facilities Committee

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

Monica Spells, Assistant County Administrator and Dave Thomas, Purchasing Director

Issues for Consideration:

- The County has opted to support a ferry service for full-time residents of Daufuskie Island (4% property assessments) for several decades; the program has expanded in recent years to include part-time resident homeowners (6% property assessments).
- The ferry services program operated on a month-to-month extension from July 2019 to September 2019 totaling \$90,407.52 while the ferry contractor explored additional parking options for customers.

Points to Consider:

- The ferry contractor is honoring the same monthly rate of \$30,135.84 from FY19 for FY20.
- The ferry service currently operates from the County's Buckingham Landing in the Buckingham Landing Community Preservation District (BLCP), which was selected as the ferry embarkation site after the previous site (Palmetto Bay Marina) was destroyed due to the effects of Hurricane Matthew in the fall of 2016.
- The BLCP's purpose is to conserve the existing residential neighborhood and to improve the quality of life and public safety for residents; several residents in this area have contacted the County with concerns about the ferry operating from this location.
- The ferry contractor is working with Palmetto Breeze Transit on an improved solution for off-site parking and shuttle service.
- The County has a separate agreement with the ferry contractor for parking management (\$1,000/month); Palmetto Breeze Transit historically provided this service.
- The County has a separate agreement with Palmetto Breeze Transit to issue and manage photo ID cards for individuals using the ferry service (\$4,200).

Funding & Liability Factors:

- The County's FY20 grant application via the Communications and Accountability Department to the SC Department of Transportation for a maximum amount of \$80,000 in State Transit Mass Funds was successful.
- The County receives an average of \$45,000 annually in ridership fees.
- Demand for the ferry services and parking during early spring to late summer is increasing; the County will need to evaluate funding level and ridership fees for FY21.

Council Options:

- Approve or disapprove the contract renewal.

Recommendation:

- Approve the contract renewal.



Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

1 October 2019

Daufuskie Island Ferry Services, LLC
Attn: Mr. Doug Egly, CEO
10 Haig Point Circle
Hilton Head Island, SC 29928

Re: Contract for Ferry Transportation Services – Daufuskie Island

It is a great pleasure to inform you that Beaufort County wishes to renew the above mentioned contract for a nine-month period at a rate of \$30,135.84 for the period of October 1, 2019 to June 30, 2020.

We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or tmyers@bcgov.net if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

2018 One Cent Sales Tax ROW Resolution

Council Committee:

Public Facilities Committee

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

J. Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

A Resolution authorizing the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete approved projects and the 2018 One Cent Sales Tax Referendum.

Points to Consider:

This Resolution is modeled after Resolution 2009/17 which was adopted to facilitate the 2006 One Cent Program.

Funding & Liability Factors:

N/A

Council Options:

Approve or disapprove of Resolution

Recommendation:

Approve Resolution

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OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ź Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) Ź 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0019

Originally submitted on: 2019-06-11T15:11:58

Select One:

- ☒ Ordinance / Resolution
☐ MOA / MOU / IGA
☐ Other _____

- ☐ Lease (Real Property)
☐ Easement / Right Of Way

Document Title: 2018 One Cent Sales Tax ROW Resolution

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 8/26/2019

Description of Document or Any Concerns:

This Resolution is modeled after Resolution 2009/17 which was adopted to facilitate the 2006 1 cent program. I have attached the 2009/17 Resolution for reference. Please let us know if you have any questions.

If applicable, please provide the total value amount of the contract:

- ☐ Amount BELOW \$50,000.00
☐ Amount \$50,000 to \$99,999
☐ Amount \$100,000 and above

Has the item been approved by a Council Committee? ☐ Yes ☒ No ☐ N/A

Has the item been approved by full Council? ☐ Yes ☒ No ☐ N/A

Attachments: _____



Resolution 2018 One Cent Sales
Tax.docx
21.54 KB



Resolution R 2009 17.pdf
261.75 KB



No file attached

2019-08-20T14:19:28

2019-08-20T14:21:10

LEGAL DEPARTMENT USE ONLY

Attachments:

Resolution 2018 One Cent Sales Tax
(1).docx
21.8 KB



No file attached



No file attached

☒ Approved

☐ On Hold

☒ Send Request to County Admin

☐ Disapproved

☐ Additional Documents Requested

Comments:

approved with additional language provides which outlines generally the process for approving the individual projects.

Christopher S. Inglese

Department Staff

9/16/2019

1:21:28 PM

Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes if Re-submit button is NOT present

ADMINISTRATION USE ONLY

☐ Approved

☐ Disapproved

County Administrator

Date/Time

RESOLUTION 2019 / __

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

1. Hilton Head Island – US 278 Corridor Traffic Improvements
2. Lady's Island Corridor Traffic Improvements
3. Sidewalks and Multi-Use Pathways – Safe Routes to School:
 - a. Burnt Church Road, Ulmer Road, and Shad Road
 - b. Laurel Bay Road Pathway Widening
 - c. Bluffton Parkway Phase I
 - d. Joe Frazier Road
 - e. Meridian Road
 - f. Alljoy Road
 - g. Salem Road, Old Salem Road, and Burnt Hill Road
 - h. Middle Road
 - i. Stuart Point
 - j. Broad Rover Boulevard and Riley Road
 - k. Broad River Drive

- l. Lake Point Drive and Old Miller Road Pathway Connection
- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this ____ day of _____, 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman , Chairman

Attest:

Sarah Brock, Clerk to Council

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Requester's Department: Engineering

Requester's Name: Brittane Fields

Ph: 843-255-2692

Em: brittane.fields@bcgov.net

Date needed by: 8/26/2019

Description of Document or Any Concerns:



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If applicable, please provide the total value amount of the contract:

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☐ Amount \$50,000 to \$99,999
☐ Amount \$100,000 and above

Has the item been approved by a Council Committee? ☐ Yes ☒ No ☐ N/AHas the item been approved by full Council? ☐ Yes ☒ No ☐ N/A

Attachments:

 Resolution R 2009 17.pdf
261.75 KB No file attached



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Tax.docx
21.54 KB

2019-08-20T14:21:10

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☐ Disapproved ☐ Additional Documents Requested

☒ Send Request to County Admin

Comments:

approved with additional language provides which outlines generally the process for approving the individual projects.

Christopher S. Inglese
Department Staff

9/16/2019 1:21:28 PM
Date/Time

Click the **SAVE** and **CLOSE** buttons on the top ribbon to commit changes if Re-submit button is **NOT** present

ADMINISTRATION USE ONLY

- ☒ Approved
☐ Disapproved

Ashley M. Jacobs
County Administrator

9.16.19
Date/Time



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award RFP #053019E Pathways Project Design Services

Council Committee:

Public Facilities

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

J. Robert McFee, PE Division Director Construction, Engineering and Facilities

Issues for Consideration:

1. Pathways to be constructed in each District of Beaufort County to ensure optimum distribution and availability to all citizens.
2. Prioritization of the order of construction of the proposed pathways has been determined by County Council.
3. Unusually front loaded (Pre-engineering) as this process will affect hundreds of homeowners' properties.
4. Complexities in Pre-engineering (attached) result in pricing unknowns, leading to a cost-plus w/NTE as the most efficient contract.
5. ICE has unique capabilities in the areas demanded by this project, with over 280 personnel who could be tapped.

Points to Consider:

On May 30, 2019, Beaufort County received four (4) proposals which were evaluated based on the RFP's baseline. Out of 100 possible points, the Evaluation Board rated and ranked the firms as follows:

- | | |
|---|-----------|
| 1. Infrastructure Consulting & Engineering: | 92 points |
| 2. Ward Edwards Engineering: | 79 points |
| 3. Traffic Planning & Design: | 77 points |
| 4. J. Bragg Consulting: | 71 points |

Based on the review of the proposals, Infrastructure Consulting & Engineering (ICE) ranked the highest and is deemed the most qualified for the contract. The Review Board was unanimous in their recommendation for ICE.

Funding & Liability Factors:

The current funding is 2018 One Cent Transportation Sales Tax that allocates \$10,000,000.00 to the project as recorded in Beaufort County Resolution 2019/22. Project proposal is a Cost Plus, with a total not to exceed value of \$3,120,862.80.

Council Options:

Award the contract to Infrastructure Consulting & Engineering or re-advertise.

Recommendation:

Recommend award of RFP #053019E Pathways Project to Infrastructure Consulting & Engineering as a cost-plus project.

**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 Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: **New Contract as a Result of Solicitation**
Recommendation of Award to Infrastructure Consulting & Engineering - RFP 053019E, Pathways Project

DATE: 10/07/2019

BACKGROUND:

On November 13, 2017, County Council approved a One Cent Transportation Sales Tax for 3 specific projects in Beaufort County. One of the

BIDDER INFORMATION On April 30, 2019, Beaufort County advertised for engineering design service proposals for the 2018 1 cent Pathway

- | | |
|---|-----------|
| 1. Infrastructure Consulting & Engineering: | 92 points |
| 2. Ward Edwards Engineering: | 79 points |
| 3. Traffic Planning & Design: | 77 points |
| 4. J. Bragg Consulting: | 71 points |

Based on the review of the proposals, Infrastructure Consulting & Engineering ranked the highest and is deemed the most qualified for the

VENDOR INFORMATION:

Infrastructure Consulting & Engineering

COST:

NTE \$3,120,862.80

FUNDING:

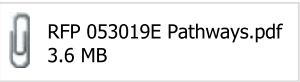
Infrastructure Consulting & Engineering proposes a total not to exceed value of \$3,120,862.80. The current funding is 2018 One Cent Transportation Sales Tax. The 2018 One Cent Transportation Sales Tax was effective May 1, 2019. The County anticipates receiving sufficient transportation funding to cover the proposed project.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee Meeting October 7, 2019.

RECOMMENDATION:
Staff recommends award to Infrastructure Consulting & Engineering.

Attachment:





cc: Ashley Jacobs, County Administrator

Approved: Date:

Check to override approval: ☐ Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Check to override approval: ☐ Overridden by: Override Date:

Robert McFee, PE, Division Director, Construction, Engineering

Approved: Date:

Check to override approval: ☐ Overridden by: Override Date:

ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons

August 6th, 2019

J. Wes Campbell
Construction Manager
2266 Boundary Street
Beaufort, SC 29902

Re: County Pathway Projects

Dear Mr. Campbell:

I am pleased to offer the following proposal to provide engineering design services for the County Pathways Project. Our firm is prepared to begin work immediately upon your authorization.

PURPOSE:

This fee proposal is a supplement to the previously submitted statement of qualifications for the Beaufort County Pathways Project RFP #053019E. The project includes the design and permitting of 14 pathways throughout the County totaling approximately 13.65 miles. The roads include: Stuart Point Road, Big Estate Road, Middle Road, Dr. Martin Luther King, Jr Road, Meridian Road, Broad River Road, Ribaut Road to Parris Island Gateway, Depot Road, Salem Road/Old Salem Road, Broad River Road/Riley Road, Burton Hill/Old Salem Road, Burnt Church Road, Bluffton Parkway, Ulmer Road/Shad Road. Infrastructure Consulting & Engineering, PLLC (Consultant) shall perform the following scope of work at the direction of the County to begin design for the Project.

SCOPE OF SERVICES OUTLINE:

The scope of services is listed below and more fully detailed in the RFP.

- Task 1 – Data Collection & Field Surveys
- Task 2 – Wetland Permitting
- Task 3 – Preliminary Design
- Task 4 – Final Construction Plans
- Task 5 – Final Drainage Design & Stormwater Permitting
- Task 6 – Right of Way Acquisition
- Task 7 – Utility Coordination
- Task 8 – Public Outreach

OTHER SERVICES:

The following services may be provided under separate directive on an as needed basis.

1. Geotechnical Investigation
2. NEPA Services
3. Wetland Mitigation Design Services
4. Phase I Environmental Site Assessments
5. Pavement Design

6. Landscaping Design
7. Site Lighting Design
8. Subsurface Utility Engineering (SUE)
9. Construction Engineering & Inspection (CEI)

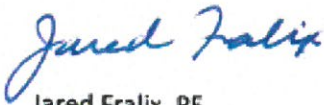
Compensation:

Compensation will be made based on a cost plus materials basis for a total not to exceed value of **\$3,120,862.80**. See attached breakdown per road. The unit prices for labor and materials will be based on the labor rates and reimbursable expense values provided in the RFP. See attached. In the event that significant changes in the scope of work occur, the total value may be adjusted to an amount that is fair and reasonable to both the Consultant and the County. Payment shall be made monthly without retainage based upon a work performed.

Authorization:

Should you find this proposal to be acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with Beaufort County on this important Project.

Infrastructure Consulting & Engineering, PLLC



Jared Fralix, PE
VP of Site Development/CM-CEI Project Manager

Accepted By:
Beaufort County

Name

Date

Title

OVERALL FEE

<u>Roadway Name</u>	<u>Task</u>		<u>Cost</u>
Stuart Point Road District 1	1	Data Collection & Field Survey	\$ 57,600.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 52,524.00
	4	Final Construction Plans	\$ 165,470.00
	5	Final Drainage Design & Stormwater Permitting	\$ 62,828.00
	6	Right of Way Acquisition	\$ 7,600.00
	7	Utility Coordination	\$ 41,106.00
	8	Public Outreach	\$ 5,000.00
	Total:		\$404,056.55
<u>Roadway Name</u>	<u>Task</u>		<u>Cost</u>
Big Estate Road District 1	1	Data Collection & Field Survey	\$ 40,320.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 36,766.80
	4	Final Construction Plans	\$ 115,829.00
	5	Final Drainage Design & Stormwater Permitting	\$ 43,979.60
	6	Right of Way Acquisition	\$ 5,800.00
	7	Utility Coordination	\$ 28,774.20
	8	Public Outreach	\$ 5,000.00
	Total:		\$288,398.15
<u>Roadway Name</u>	<u>Task</u>		<u>Cost</u>
Middle Road District 2	1	Data Collection & Field Survey	\$ 69,120.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 63,028.80
	4	Final Construction Plans	\$ 198,564.00
	5	Final Drainage Design & Stormwater Permitting	\$ 75,393.60
	6	Right of Way Acquisition	\$ 8,000.00
	7	Utility Coordination	\$ 49,327.20
	8	Public Outreach	\$ 5,000.00
	Total:		\$480,362.15
<u>Roadway Name</u>	<u>Task</u>		<u>Cost</u>
Dr. Martin Luther King, Jr. Road District 3	1	Data Collection & Field Survey	\$ 12,960.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 11,817.90
	4	Final Construction Plans	\$ 37,230.75
	5	Final Drainage Design & Stormwater Permitting	\$ 14,136.30
	6	Right of Way Acquisition	\$ 3,400.00
	7	Utility Coordination	\$ 9,248.85
	8	Public Outreach	\$ 5,000.00
	Total:		\$105,722.35
<u>Roadway Name</u>	<u>Task</u>		<u>Cost</u>
Meridian Road District 3	1	Data Collection & Field Survey	\$ 46,080.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 42,019.20
	4	Final Construction Plans	\$ 132,376.00
	5	Final Drainage Design & Stormwater Permitting	\$ 50,262.40
	6	Right of Way Acquisition	\$ 8,800.00
	7	Utility Coordination	\$ 32,884.80
	8	Public Outreach	\$ 5,000.00
	Total:		\$329,350.95

Roadway Name	Task		Cost
Broad River Drive District 4	1	Data Collection & Field Survey	\$ 28,800.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 26,262.00
	4	Final Construction Plans	\$ 82,735.00
	5	Final Drainage Design & Stormwater Permitting	\$ 31,414.00
	6	Right of Way Acquisition	\$ 7,600.00
	7	Utility Coordination	\$ 20,553.00
	8	Public Outreach	\$ 5,000.00
	Total:		\$214,292.55
Roadway Name	Task		Cost
Ribaut Rd to Parris Island Gateway District 4	1	Data Collection & Field Survey	\$ 5,760.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 5,252.40
	4	Final Construction Plans	\$ 16,547.00
	5	Final Drainage Design & Stormwater Permitting	\$ 6,282.80
	6	Right of Way Acquisition	\$ 600.00
	7	Utility Coordination	\$ 4,110.60
	8	Public Outreach	\$ 5,000.00
	Total:		\$55,481.35
Roadway Name	Task		Cost
Depot Road District 4	1	Data Collection & Field Survey	\$ 11,520.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 10,504.80
	4	Final Construction Plans	\$ 33,094.00
	5	Final Drainage Design & Stormwater Permitting	\$ 12,565.60
	6	Right of Way Acquisition	\$ 2,400.00
	7	Utility Coordination	\$ 8,221.20
	8	Public Outreach	\$ 5,000.00
	Total:		\$95,234.15
Roadway Name	Task		Cost
Salem Road/Old Salem Road District 5	1	Data Collection & Field Survey	\$ 28,800.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 26,262.00
	4	Final Construction Plans	\$ 82,735.00
	5	Final Drainage Design & Stormwater Permitting	\$ 31,414.00
	6	Right of Way Acquisition	\$ 6,800.00
	7	Utility Coordination	\$ 20,553.00
	8	Public Outreach	\$ 5,000.00
	Total:		\$213,492.55
Roadway Name	Task		Cost
Broad River Blvd/Riley Road District 5	1	Data Collection & Field Survey	\$ 31,680.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 28,888.20
	4	Final Construction Plans	\$ 91,008.50
	5	Final Drainage Design & Stormwater Permitting	\$ 34,555.40
	6	Right of Way Acquisition	\$ 17,200.00
	7	Utility Coordination	\$ 22,608.30
	8	Public Outreach	\$ 5,000.00
	Total:		\$242,868.95

Roadway Name	Task		Cost
Burton Hill/Old Salem Road District 5	1	Data Collection & Field Survey	\$ 14,400.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 13,131.00
	4	Final Construction Plans	\$ 41,367.50
	5	Final Drainage Design & Stormwater Permitting	\$ 15,707.00
	6	Right of Way Acquisition	\$ 3,200.00
	7	Utility Coordination	\$ 10,276.50
	8	Public Outreach	\$ 5,000.00
	Total:		\$115,010.55
Roadway Name	Task		Cost
Burnt Church Road District 9	1	Data Collection & Field Survey	\$ 32,650.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 30,867.96
	4	Final Construction Plans	\$ 76,539.31
	5	Final Drainage Design & Stormwater Permitting	\$ 21,797.74
	6	Right of Way Acquisition	\$ 4,200.00
	7	Utility Coordination	\$ 10,731.33
	8	Public Outreach	\$ 5,000.00
	Total:		\$193,714.89
Roadway Name	Task		Cost
Bluffton Parkway District 9	1	Data Collection & Field Survey	\$ 5,650.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 4,397.07
	4	Final Construction Plans	\$ 16,885.27
	5	Final Drainage Design & Stormwater Permitting	\$ 8,341.43
	6	Right of Way Acquisition	\$ 400.00
	7	Utility Coordination	\$ 5,795.84
	8	Public Outreach	\$ 5,000.00
	Total:		\$58,398.16
Roadway Name	Task		Cost
Ulmer Road District 9	1	Data Collection & Field Survey	\$ 15,250.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 18,971.19
	4	Final Construction Plans	\$ 58,441.48
	5	Final Drainage Design & Stormwater Permitting	\$ 14,452.51
	6	Right of Way Acquisition	\$ 2,200.00
	7	Utility Coordination	\$ 10,731.33
	8	Public Outreach	\$ 5,000.00
	Total:		\$136,975.06
Roadway Name	Task		Cost
Shad Road District 9	1	Data Collection & Field Survey	\$ 21,350.00
	2	Wetland Permitting	\$ 11,928.55
	3	Preliminary Design	\$ 14,566.95
	4	Final Construction Plans	\$ 105,556.30
	5	Final Drainage Design & Stormwater Permitting	\$ 14,452.51
	6	Right of Way Acquisition	\$ 4,000.00
	7	Utility Coordination	\$ 10,650.13
	8	Public Outreach	\$ 5,000.00
	Total:		\$187,504.44

Overall Total: \$3,120,862.80

SUMMARY OF LABOR RATES

<u>STAFF CLASSIFICATION</u>	<u>UNIT RATES</u>
Project Manager	\$194.78
Public Outreach / Community Involvement / Public Meetings	\$125.79
<u>Preconstruction / Design Services</u>	
Subsurface Utility Engineering	SUE based on linear feet
Utility Coordination	\$194.78
Right of Way Acquisition	Per Tract
Roadway Engineer	\$173.79
Roadway Designer/EIT	\$135.81
Drainage Engineer	\$163.56
Drainage Designer/EIT	\$133.82
Land Surveyor	\$158.71
Survey Technician	\$93.29
<u>Environmental</u>	
Environmental Specialist	\$196.27
Wetland Permitting & Mitigation	\$124.90
Phase I Environmental Site Assessments (HAZMAT)	Site Specific
<u>Supplemental Services/ Additional Resources</u>	
Pavement Design	\$230.44
Construction Manager	\$194.78
Sr. Inspector	\$100.07
Jr. Inspector	\$77.20

REIMBURSABLE EXPENSES

EXPENSE DESCRIPTION	UNIT COST	UNIT
Per Diem, with Overnight Stay	\$25.00	day
Per Diem, without Overnight Stay	\$45.00	day
Lodging	\$150.00	night
Mileage	\$0.58	mile
Shipping, Standard	\$25.00	shipment
Shipping, Overnight	\$40.00	shipment
Copies 12" x 18"	\$0.80	each
Copies 24" x 36"	\$2.00	each
Stakes	\$1.25	each
Nails	\$1.00	each
Rebar	\$2.25	each
Flagging	\$1.50	each
Paint	\$3.35	each
Rebar Caps	\$0.40	each
Railroad Spikes	\$2.00	each

**PATHWAYS PROJECT RFP #010918E
BACKGROUND SUMMARY**

- Typical Project Preconstruction (Architect/Engineering) ranges from 8 to 12 percent total project cost, focusing on the infrastructure associated with one property and evaluating singular water, electric, gas lines, ROW, etc. The tasking is definitely not trivial; however, it is typically singular in its approach. Then, the actual construction (depending upon the type of roadway or building) will be complex in comparison, utilizing the skills of multiple teams for foundations, utilities, plumbing, framing, HVAC, drywall, electricity, roofing, etc.
- This project is the polar opposite: The pathway project consists of adding a 10' pathway to various roadways totaling approximately 12.5 miles distributed throughout Beaufort County. The actual construction will be simple, basically, two teams: paving and framing (for boardwalk areas over wetlands). The complex portion will be the Preconstruction as it affects hundreds of individual, privately-owned properties.
- The cost of road construction A/E generally runs between 13 to 15 percent of total project cost when the property acquisition has already been accomplished.
- Therefore, in this situation (complex A/E, simplified construction, not all ROW pre-established), it is assessed that a premium of 20 to 30 percent justifiable.
- To keep that percentage and the total cost at a minimum, it is proposed that a cost/plus contract with a Not To Exceed price be established. In the same vein, we want to select a firm that has displayed the capability and knowledge needed to perform the tasks. The recommended contract costs would be mitigated and monitored using a unit rate contract with the County only paying for work performed. Addition of the Not To Exceed cost ensures a savings over a lump sum contract over the cost of the performance.
- Further, the proposed consultant will assist the County in exploring and applying for grant funds such as SCDOT Safety Funds, TAP grant funds, and CDBG funds. Additional unique challenges include, for every property encroached or affected:
 - o Data collection and field surveys IAW SCDOT's Preconstruction Survey
 - o Property Owner Database and Surveys including topographic and planimetric features, ROW, easement, and boundary files
 - o Delineation of Protected Wetlands using hydric soils, hydrophilic vegetation and wetland hydrology.
 - o Jurisdictional Determination (JD) packages must be prepared for each wetland area for USACE.
 - o Tidal or saltwater wetlands critical area boundaries must be submitted to the SCDHEC-OCRM.
 - o Identification and Location of Utilities (and coordination for relocation as necessary)
 - o Right of Way Acquisition as needed.
 - o Title Work for all affected properties.
 - o Appraisal Reports on many (potentially hundreds) of individual tracts and assessed for value of area to be acquired, value of the improvement, and damage to the remainder.
 - o Acquisition Support throughout the evaluation, just compensation, offer tendered, negotiation, condemnation, eminent domain, as required.
 - o Right of Way Certification for the acquired properties.
 - o Preliminary Design addressing alignment, grades, cross sections, construction limits, relevant dimensions, preliminary drainage layout, and the location of existing features.
 - o Final Drainage Design & Stormwater Permitting design
 - o Hydraulic and hydrologic studies in accordance with the SCDOT Requirements for Hydraulic Design Studies Manual and the Beaufort County Manual for Stormwater Best Management and Design Practices.
 - o Construction General Permit pre-documentation and permitting

- The “General Coastal Zone Consistency Certification Notification Request Form” will be submitted to OCRM along with the CZC checklist to ensure the project conforms with the agency’s requirements.
- Final Construction Plans will consist of summary of estimated quantity, typical sections, ROW data and property strip map, general construction notes, reference data, traffic Control Plan, Plan and Profile showing existing features and proposed design elements, cross sections, signing and pavement marking plans and plan production will be conducted and performed in accordance with the SCDOT Highway Design Manual, SCDOT Standard Drawings, SCDOT Plan Preparation Guidelines, AASHTO “A Policy on Geometric Design of Highways and Streets”, and the Manual on Uniform Traffic Control Devices.
- Construction Cost Estimation.
- Public Outreach: Schedule public meetings, in coordination with County staff and the appropriate County Council representatives, during the design phase to ensure local input. At a minimum, meetings will be conducted during the preliminary design phase and the final design phase prior to initiating right-of-way acquisition.

A team of three board members evaluated the bids from four firms based upon the County’s evaluation criteria. ICE was unanimously viewed as the superior bidder, averaging 92 out of a possible 100 points, while the next best bid received a score of 79. ICE has performed well for Beaufort County in the past and is prepared and qualified to take on this tasking as well. ICE is a transportation engineering firm with 286 employees, including 81 licensed professionals, located in 14 offices throughout the Southeast. The firm prides itself on timely project progress and quality work. In fact, the work of ICE has been recognized by American Council of Engineering Companies (ACEC) of South Carolina for Engineering Excellence and has been recognized in the Engineering News-Record’s Top 500 Design Firms in the nation and Top 100 Design Firms in the Southeast. Our Team of professionals believe that attention to detail, personal and committed service to clients, and perseverance for excellence is the key to the firm’s success. An unparalleled diligence to client satisfaction is achieved by providing technical accuracy, experienced and competent support, constant communication, accessibility and responsiveness. ICE has adequate current full-time professional, technical, and administrative staff to competently and efficiently perform the described services. The entire ICE Team is available, has the resources, and stands ready to serve Beaufort County upon notice to proceed. ICE professionals have the education, training, experience, equipment, and expertise to provide in-house services in their respective disciplines. ICE has assembled a Team of highly qualified, experienced, dedicated, and available personal who can start work immediately upon notice to proceed. These firms were selected based on their experience and ability as well as our long-established business relationships and history working together on previous projects.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award to O'Quinn/Andrews/McSweeney - Ft. Frederick Boat Ramp, Phase 1

Council Committee:

Public Facilities Committee

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

J. Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

Beaufort County received two (2) bids in response to solicitation RFP#051619E Design-Build Fort Frederick Boat Ramp:

- | | |
|---|------------|
| 1. O'Quinn Marine Construction, Andrews Engineering Co., and McSweeney Engineers | 349 points |
| 2. Quality Enterprises USA, Inc., Bolchoz Marine Advisors, Inc., and Ward Edwards Engineering | 334 points |

Points to Consider:

Based on the review of the proposals, O'Quinn/Andrews/McSweeney ranked the highest and is deemed the most qualified for the contract to fulfill Beaufort County's expectations and meet project objectives.

Funding & Liability Factors:

O'Quinn, Andrews, and McSweeney proposes a total value of \$1,079,840.00 to complete Fort Frederick Boat Ramp Phase I. With an 8% contingency of \$86,387.20, the total project cost is \$1,166,227.20. The current funding is Rural and Critical Lands that allocates \$500,000.00 to the project.

We recommend the remaining \$666,227.20 to be borrowed from the General Fund to allow award and commencement of the project. Concurrently, staff will prepare and submit an application for A-Tax funds which will be used to reimburse the General Fund with County Council approved allocation of Local Accommodation Tax.

Council Options:

Recommendation of Award to O'Quinn/Andrews/McSweeney, or
Disapprove this recommendation

Recommendation:

Recommendation of Award to O'Quinn/Andrews/McSweeney



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 Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Recommendation to Award to O'Quinn/Andrews/McSweeney; Design-Build Fort Frederick Boat Ramp RFP 051619E Phase I

DATE: 10/07/2019

BACKGROUND:

On April 09, 2019 Beaufort County advertised a request for proposals for improvements to its existing boat ramp known as Fort Frederick t

BIDDER INFORMATION An evaluation team to include Andrea Atherton, David Wilhelm, Stefanie Nagid and Andrew Wicker (SCDNR) evalua

1. O'Quinn Marine Construction, Andrews Engineering Co., and McSweeney Engineers 349 points
2. Quality Enterprises USA, Inc., Bolchoz Marine Advisors, Inc., and Ward Edwards Engineering 334 points

Based on the review of the proposals, O'Quinn/Andrews/McSweeney ranked the highest and is deemed the most qualified for the contract

VENDOR INFORMATION:

1. O'Quinn, Andrews, and McSweeney
- \$1,079,840 (total value) + \$86,387.20 (8% contingency)

COST:

\$1,166,227.20

FUNDING:

O’Quinn, Andrews, and McSweeney proposes a total value of \$1,079,840.00 to complete Fort Frederick Boat Ramp Phase 2. The original recommendation for the remaining \$666,227.20 was Local Accommodation Tax. However, due to the newly adopted Local Accommodation Tax, we recommend the remaining \$666,227.20 to be borrowed from the General Fund to allow award and commencement.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee Meeting October 7, 2019.

RECOMMENDATION:
Staff recommends award to O’Quinn/Andrews/McSweeney.

Attachment:

Revised Boat Ramp.pdf
1.7 MB

No file attached

cc: Ashley Jacobs, County Administrator

Check to override approval: ☐ Overridden by:

Approved: Date:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Check to override approval: ☐ Overridden by:

Approved: Date:

Override Date:

Robert McFee, PE, Division Director, Construction, Engineering

Check to override approval: ☐ Overridden by:

Approved: Date:

Override Date:

ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons

ADDENDUM #3 SCORE		O'Quinn/Andrews/McSweeney					Quality/Ward Edwards/Bolchoz				
Evaluation Criteria		AA	SN	AW	DW	total	AA	SN	AW	DW	total
0-15	Demonstrated understanding of the project to be undertaken	15	15	15	15	60	10	15	9	12	46
0-10	Capacity of the firm, based upon demonstrated financial stability and bonding capability	10	10	10	9	39	10	10	10	9	39
0-10	Quality and breadth of design-build experience as provided in the form of references	10	10	8	9	37	10	10	8	8	36
0-10	Identification of the design team, credentials of the design team, and the contractual willingness of the design firm to assume responsibility	10	10	8	10	38	10	10	8	8	36
0-15	Successful past projects, including Beaufort County projects	15	15	14	15	59	10	15	11	12	48
0-10	Approach to the design build process and ability to meet objectives on projects of similar scope and complexity	10	3	9	10	32	5	8	8	8	29
0-5	Qualifications of production sub-contractors and material sources for the proposed project	5	5	3	4	17	5	5	3	3	16
0-10	Overall project duration	10	5	10	7	32	8	10	7	9	34
0-15	Price	10	5	15	5	35	15	15	10	10	50
Grand Total		95	78	92	84	349	83	98	74	79	334

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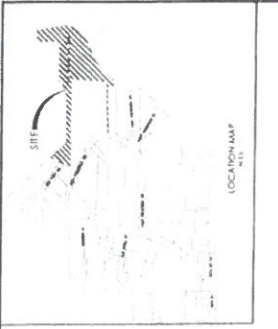
Andrews Engineering
 2712 Old Spring A
 Charleston, SC 29405
 P: 843.373.2222
 F: 843.373.2222
 E: info@andrews-engineering.com

Site Development Plan
 For
 Fort Frederick Boat Ramp
 Old Fort Road
 Town of Port Royal
 Beaufort County, SC

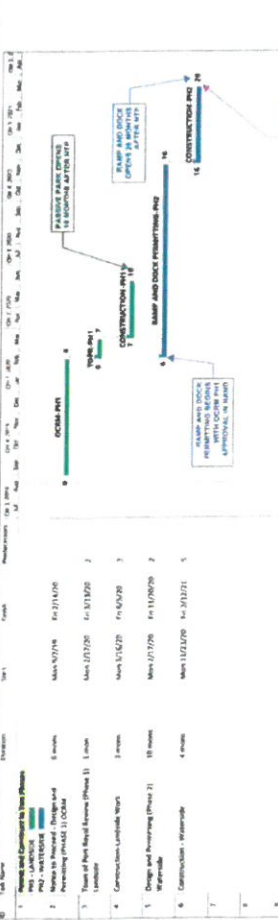
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 Last Revised: 11/11/2011
 Drawn By: SC
 Engineer: S. Andrews

SHEET # 1

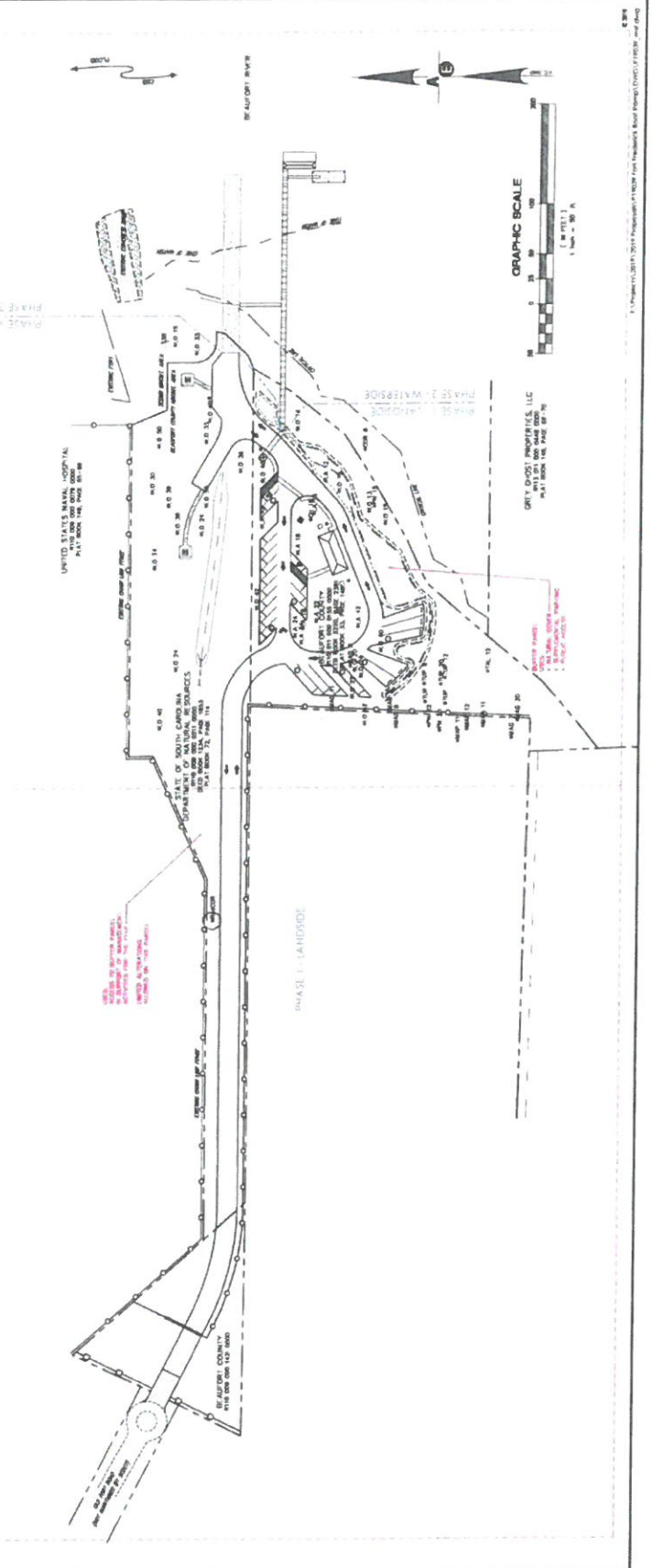
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- PHASE 1 - LANDSCAPE WORK**
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- PHASE 2 - WATERWORKS**
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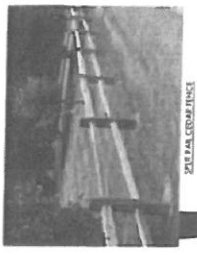
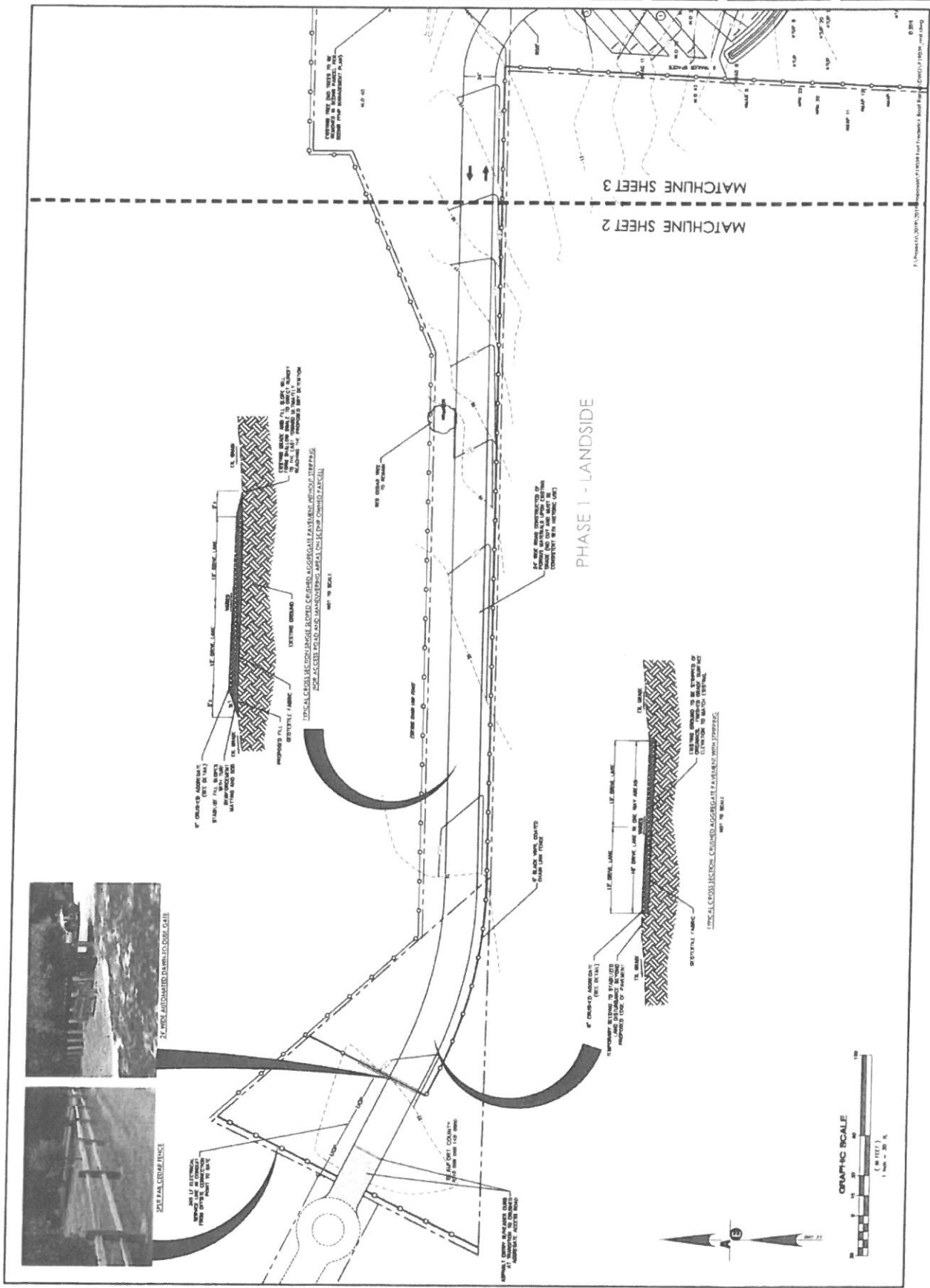


Andrews Engineering
 2712 Old Street, Suite A
 Beaufort, SC 29903
 843.739.2222
 Surveying & Engineering

Site Development Plan
 For
 Fort Fredrick Boat Ramp
 Old Fort Road
 Town of Port Royal
 Beaufort County, SC

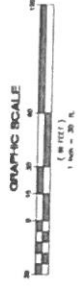
ACCHAS 00233
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 Last Revised: 08/22/18
 Drawn By: EC
 Engineer: J. Andrew

SHEET # **2**
 JOB: P19039



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PROPOSED AUTOMATED BARRIER GATE



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 AND SURVEYORS OF THE STATE OF SOUTH CAROLINA

Andrews Engineering & Surveying

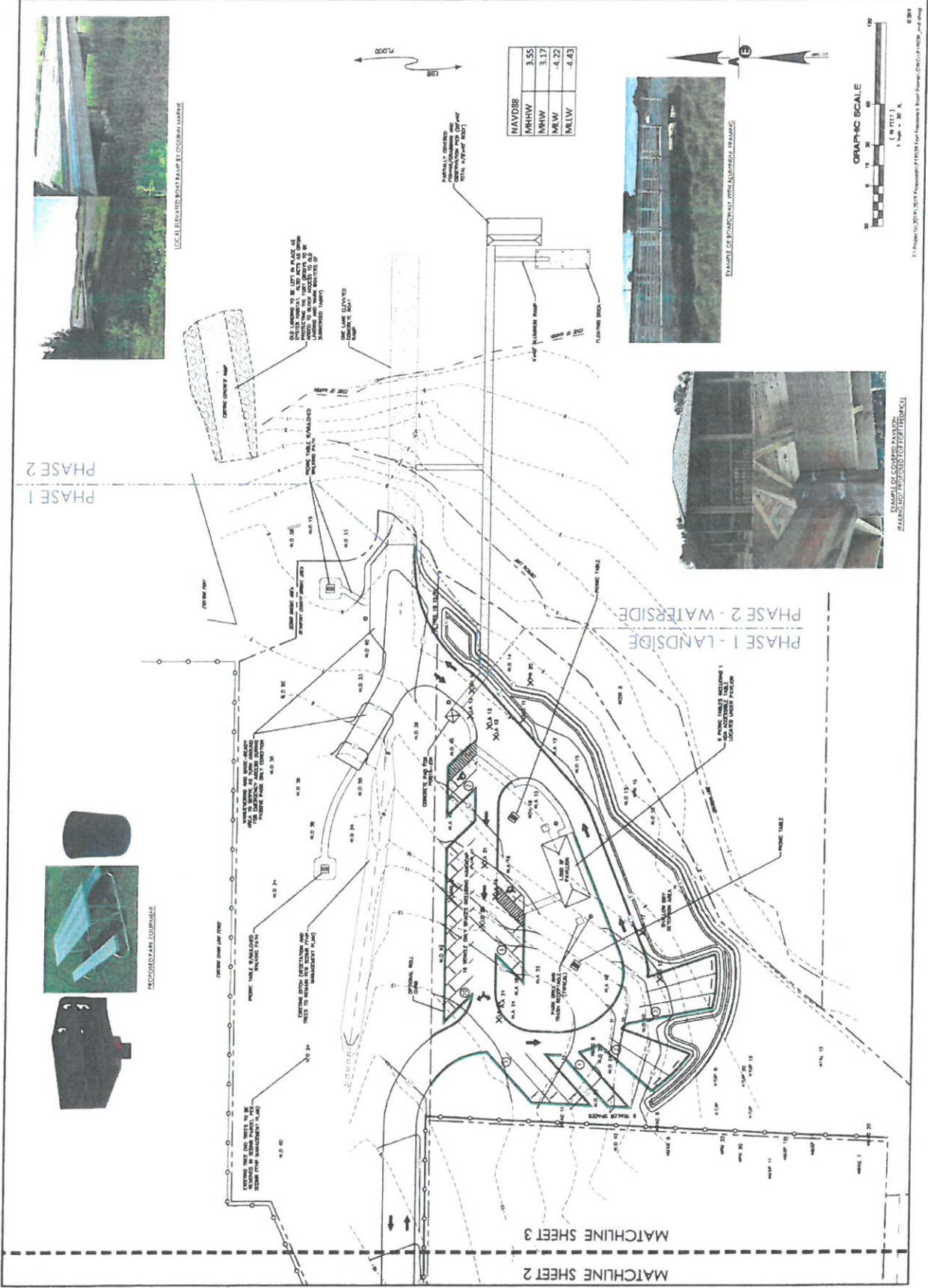
2712 3rd Street, Suite A
 Beaufort, SC 29902
 843.739.2222
 Fax: 843.739.2223

Site Development Plan
 For
 Fort Jackson Boat Ramp
 Located on the South Side of
 Town of Port Royal
 Beaufort County, SC

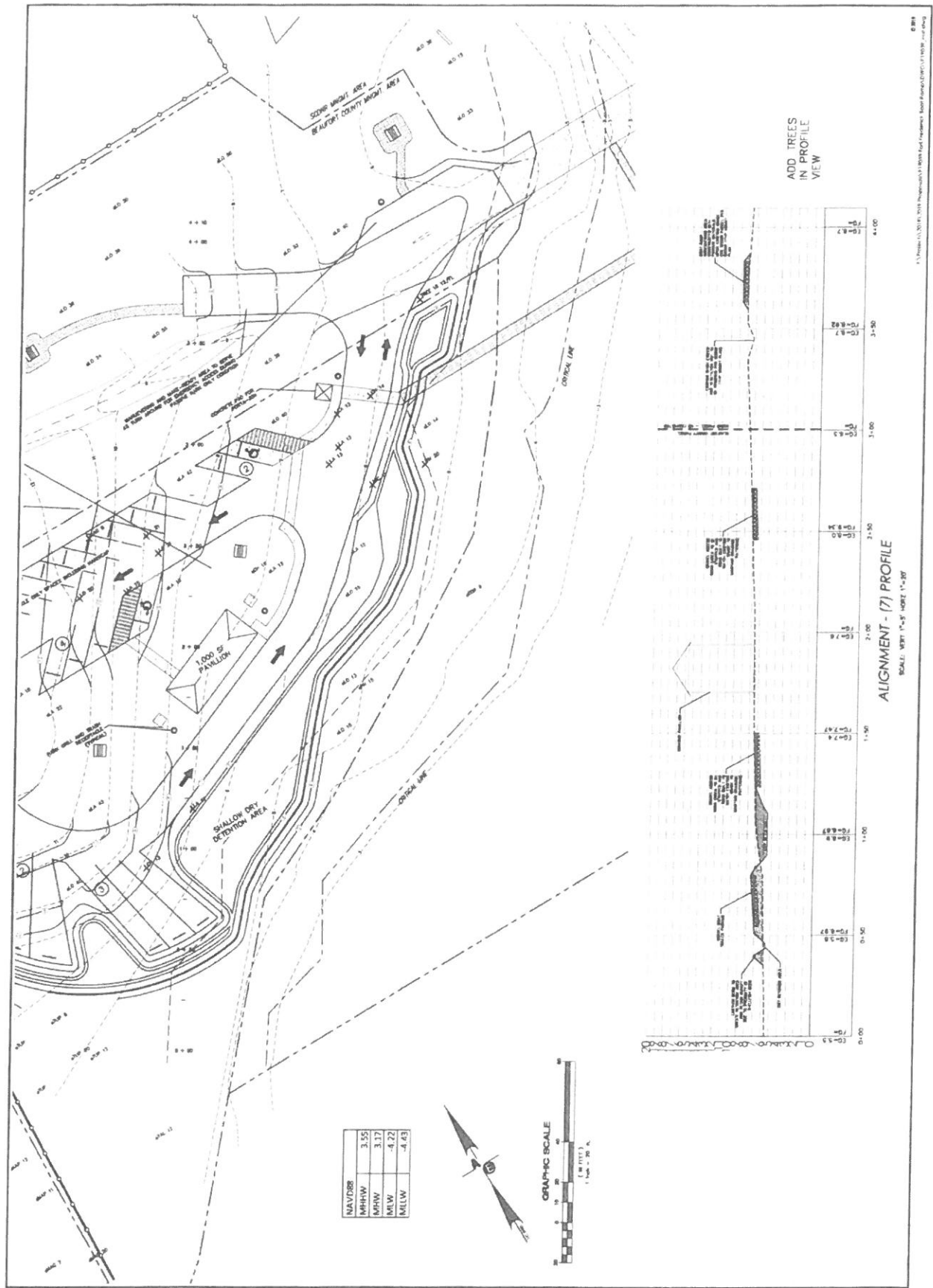
Date Drawn: 08/20/18
 Last Revised: 08/20/18
 Drawn By: J. Andrews
 Engineer: J. Andrews

SHEET #:
3

JOB: P19039



11/11/2018 11:20:18 AM Project: P19039 Fort Jackson Boat Ramp, CIVIL, J. Andrews, J. Andrews





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Contract Award Recommendation for IFB # 072619, Beaufort County Electronic Waste Transportation and Recycling Services

Council Committee:

Public Facilities Committee

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

Issues for Consideration:

Beaufort County issued an Invitation for Bid (IFB) to solicit bids from qualified firms to provide electronic waste transportation and recycling services for the Beaufort County Public Works Department Solid Waste and Recycling Section. Electronics are collected from residents during four (4) advertised County events hosted simultaneously in Beaufort (140 Shanklin Road) and Bluffton (9 Benton Field Road). IFB #072619 was posted through Vendor Registry, the Island Packet, South Carolina Business Opportunities Magazine, and was opened on July 26, 2019.

Points to Consider:

The staff evaluation committee reviewed the bids for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel selected PowerHouse Recycling, Inc. as the lowest responsive/responsible company. PowerHouse Recycling provided the lowest responsive/responsible bid-see the attached recommendation memo.

Funding & Liability Factors:

Solid Waste and Recycling Account 10001340-51164, with current balance of \$110,000.
Total estimated cost per year: \$68,000.00

Council Options:

Committee approve or disapprove the bid recommendation.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,000 to PowerHouse Recycling, Inc.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Contract Award Recommendation for IFB #072619
Beaufort County Electronic Waste Transportation and Recycling Services

DATE: August 20, 2019

BACKGROUND: Beaufort County issued an Invitation for Bid (IFB) to solicit bids from qualified firms to provide electronic waste transportation and recycling services for the Beaufort County Public Works Department Solid Waste and Recycling Section. Electronics are collected from residents during four (4) advertised County events hosted simultaneously in Beaufort (140 Shanklin Road) and Bluffton (9 Benton Field Road). IFB #072619 was posted through Vendor Registry, the Island Packet, South Carolina Business Opportunities Magazine, and was opened on July 26, 2019.

The staff evaluation committee reviewed the bids for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel selected PowerHouse Recycling, Inc. as the lowest responsive/responsible company. The following bidders responded to the bid:

BIDDER INFORMATION:

COST:

1. PowerHouse Recycling, Inc, Salisbury, NC See the attached pricing sheet
PowerHouse Recycling, Inc provided a higher revenue stream and lower charges per ton.
2. Strickland Electronic Recycling, North, SC
Strickland charges an event fee, their revenue stream is lower, and charges are higher per ton.

Total estimated cost per year: \$68,000.00

FUNDING: Solid Waste and Recycling Account 10001340-51164, with current balance of \$110,000.

FOR ACTION: Public Facilities Committee on September 3, 2019

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,000 to PowerHouse Recycling, Inc.

cc: Ashley Jacobs, County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
David Wilhelm, Director Public Works
Cindy Carter, Solid Waste Coordinator

Attachment: 1.-Pricing Sheet



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation for contract award for IFB #090619 for new Solid Waste Used Oil Equipment

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

September 18, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, CPPB, Purchasing Director

Issues for Consideration:

Beaufort County issued an Information for Bid (IFB) to solicit bids from qualified firms to provide equipment and installation to Beaufort County Public Works Department Solid Waste and Recycling Section under the FY20 SCDHEC Used Oil Grant awarded June 17, 2019. Gas/Oil mixture tanks will be replaced at the Bluffton and St. Helena Convenience Centers due to increased traffic and to improve conditions of the collection tanks. Both were approved and will be funded by the Department of Health and Environmental Control.

Points to Consider:

The staff evaluation committee reviewed the proposals for proposed cost. Evaluation committee members consisted of John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent, Cindy Carter, Solid Waste Coordinator and Ashley Jenkins, Recycling Coordinator. The panel evaluated the firms according to the IFB specifications and determined Southeastern Environmental Waste Equipment Company to be the lowest responsive/responsible bid.

Funding & Liability Factors:

Solid Waste and Grant Account 23440011-52400. Budget allowance \$70,301.00.

Council Options:

Approve or Disapprove the purchase/contract award

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,307.09 to Southeastern Environmental Waste Equipment Company.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

TO: Councilman Brian E. Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: IFB #090619 Beaufort County Solid Waste Used Oil Equipment

DATE: September 10, 2019

BACKGROUND: Beaufort County issued an Information for Bid (IFB) to solicit bids from qualified firms to provide equipment and installation to Beaufort County Public Works Department Solid Waste and Recycling Section under the FY20 SCDHEC Used Oil Grant awarded June 17, 2019. Gas/Oil mixture tanks will be replaced at the Bluffton and St. Helena Convenience Centers due to increased traffic and to improve conditions of the collection tanks. Both were approved and will be funded by the Department of Health and Environmental Control.

The staff evaluation committee reviewed the proposals for proposed cost. Evaluation committee members consisted of John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent, Cindy Carter, Solid Waste Coordinator and Ashley Jenkins, Recycling Coordinator. The panel evaluated the firms according to the IFB specifications and determined Southeastern Environmental Waste Equipment Company to be the lowest responsive/responsible bid.

VENDOR RANKING AND INFORMATION:

COST

- | | |
|---|--------------|
| 1. Southeastern Environmental & Waste Equipment Company | \$ 68,307.09 |
| 2. Safe-T-Tank Corporation | \$ 75,042.58 |

FUNDING: Solid Waste and Grant Account 23440011-52400. Budget allowance \$70,301.00.

FOR ACTION: Public Facilities Committee on September 18, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,307.09 to Southeastern Environmental Waste Equipment Company.

cc: Ashley Jacobs, County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
David Wilhelm, Asst. Co. Administrator, Public Works & Sustainability
Cindy Carter, Solid Waste Coordinator

Attachment: 1.Bid tab



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Stokes Toyota Transportation Impact Fee Credit Request

Council Committee:

Public Facilities

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director in cooperation with Mr. Rob McFee, Director of Construction, Engineering & Facilities

Issues for Consideration:

Section 82.88.-Credits (a) of the Beaufort County Code of Ordinances provides that any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP. Section 82.88. -Credits (b) (2) provides that a "Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County." These credits must be approved by the County Council (see attached). In 2005 Stokes Toyota, as part of their plans, were involved in the construction of two additional connector roads that were labeled as "Island West Parkway" (North/South Road) and Toyota Drive (East/West Road)(see attached May 17, 2019 letter from Carolina Engineering) JJ Stokes is requesting that the County authorize an impact fee credit/refund in the amount of \$51,455.00.

Points to Consider:

These improvements are detailed in the Beaufort County CIP, as a system improvement, as required by Section 82.88 of the Impact Fee Ordinance and provide relief on Hwy. 278 due the amount of internal access that may occur for individuals entering and exiting the site from adjacent properties.

The North/South Road known as Island West Parkway was a 50/50 share between Stokes and an adjacent property owner at a cost of \$325,328.78.

The East/West Road known as Toyota Drive, was installed, by Stokes, at a cost of \$172,977.00.

Funding & Liability Factors:

The request, if approved, will result in a transportation impact fee credit/refund of \$51,455.00.

Council Options:

Approve the Credit/Refund in the amount of up to \$51,455.00.

Deny the request and require the payment of the required impact fees for the remaining construction.

Recommendation:

Staff recommends approval of the credit request due to the fact that the improvements meet the requirements of Section 82.88 (a) which provides for impact fee credits in cases of "...any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP." These improvements reduce trips and potentially relieves congestion on Hwy. 278. These are system improvements identified in the CIP.



CAROLINA ENGINEERING
CONSULTANTS, INC.

P.O. Box 294
Beaufort, SC 29901

(843) 322-0553
(843) 322-0556 Fax

May 17, 2019

Mr. JJ Stokes
Stokes Toyota - Bluffton
Via Email: jj@stokesinc.com

Re: Stokes Toyota - Bluffton
Beaufort, SC
J - 1859

Dear Mr. Stokes:

At your request, we have reviewed the site development plans and the site contractor's contract in an effort to estimate the cost of the two roads that were dedicated to the County as part of the Stokes Toyota project. The two roads consist of the north/south road and the east/west road.

The construction of the north/south road was split between you (Stokes) and another property owner (Hatchell) at 50% each and this was noted in the original contract so the cost paid by Stokes for this road was fairly easy to estimate.

The east/west road was paid for by Stokes only and wasn't split out in the original contract so it was necessary to estimate the cost for this road. The original contract was used to determine appropriate unit prices to estimate the construction cost.

Please see the attached for our estimates associated with the cost for each of these roads. If you should have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Jeff P. Ackerman, P.E.
Carolina Engineering Consultants, Inc.

Graves Tract PUD
Estimated Cost for North/South Road
Prepared by: Carolina Engineering
Date: May 15, 2019

North / South Road

Land Cost

Land Cost R/W	\$	388,448.00
Sub-Total, Land Cost =	\$	388,448.00

Engineering & Surveying

Est. Engineering & Surveing	\$	25,000.00
Sub-Total, Eng. & Surv.=	\$	25,000.00

Construction

Mobilization	\$	5,160.95
Clearing and Grubbing	\$	12,925.00
Earthwork	\$	39,723.25
Grading	\$	19,405.00
8" Base Course	\$	45,437.70
Prime Coat	\$	2,318.25
2" Asphalt Wearing Surface	\$	29,209.95
DOT Asphalt Decel	\$	26,759.70
Curb and Gutter	\$	26,853.75
Grassing	\$	4,416.00
Sub-Total, Construction =	\$	212,209.55

Sub-Total, North / South Road =	\$	625,657.55
Less 50% - Land/Construction Paid by Others =	\$	300,328.78
Total, North / South Road (Stokes) =	\$	325,328.78

Note: Constrution Costs Obtained from Actual Contract
Storm drainage not included in estimate

Graves Tract PUD
Estimated Cost for East/West Road
Prepared by: Carolina Engineering
Date: May 15, 2019

East / West Road

Land Cost

Land Cost R/W	\$	105,289.00
Sub-Total, Land Cost =	\$	105,289.00

Engineering & Surveying

Est. Engineering & Surveing	\$	15,000.00
Sub-Total, Eng. & Surv.=	\$	15,000.00

Construction

Mobilization	\$	2,500.00
Clearing and Grubbing	\$	2,750.00
Earthwork	\$	10,766.00
Grading	\$	5,260.00
8" Base Course	\$	12,936.00
Prime Coat	\$	660.00
2" Asphalt Wearing Surface	\$	8,316.00
Curb and Gutter	\$	9,000.00
Grassing	\$	500.00
Sub-Total, Construction =	\$	52,688.00

Total, East / West Road (Stokes) = \$ 172,977.00

Note:

Consturction Costs Estimated from Actual Contract

Storm drainage not included in estimate

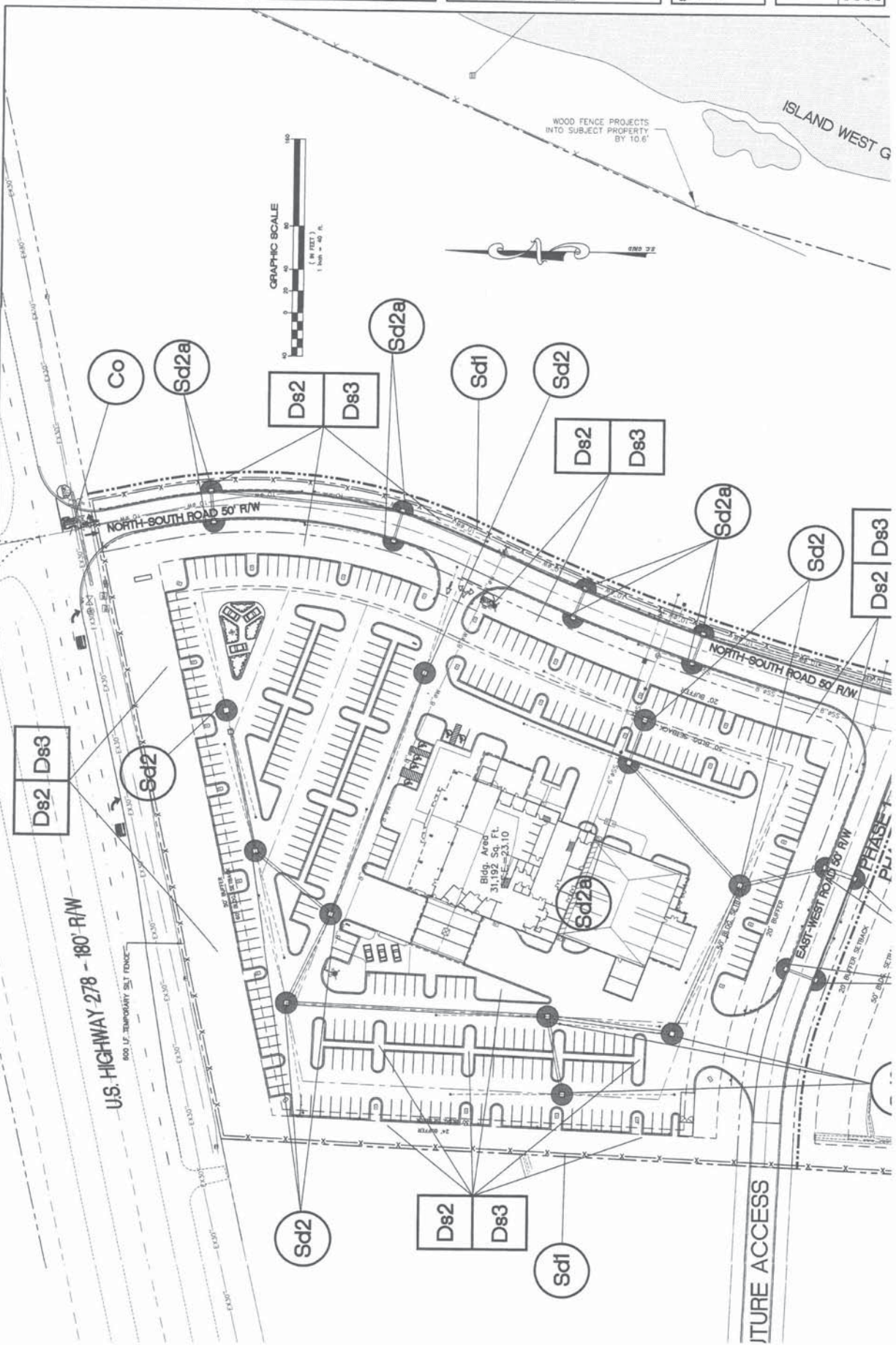
NO.	DESCRIPTION	DATE	BY
1	REVISED PER COUNTY COMMENTS	7/27/05	RAE
2	REVISED PER COUNTY COMMENTS	7/27/05	RAE
3			
4			
5			
6			
7			
8			



Andrews Engineering Co., Inc.
 40-A Shalonda Road
 Beaufort, S.C. 29906
 (843) 465-0088 FAX (843) 465-4788

STOKES TOYOTA PHASE 1
 ISLAND WEST COMMERCIAL
 US HWY 278
 BEAUFORT COUNTY, SC.
 FOR
 J.J. STOKES

SEDIMENT AND EROSION CONTROL PLAN
 SHEET 1
 DATE DRAWN: 7/27/05
 LAST REVISED: 7/27/05
 DRAWN BY: RAJ
 ENGINEER: J.J. Stokes



PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ź Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) Ź 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0014

Originally submitted on: 2019-06-11T15:11:58

Select One:

- ☐ Ordinance / Resolution
☒ MOA / MOU / IGA
☐ Other _____

- ☐ Lease (Real Property)
☐ Easement / Right Of Way

Document Title: MOA Beaufort County and Bluffton Township Fire Department Station 31

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 8/8/2019

Description of Document or Any Concerns:

MOA between Beaufort County and Bluffton Township Fire Department for Station 31


If applicable, please provide the total value amount of the contract:

- ☐ Amount BELOW \$50,000.00
☐ Amount \$50,000 to \$99,999
☐ Amount \$100,000 and above


Has the item been approved by a Council Committee? ☐ Yes ☐ No ☒ N/A

Has the item been approved by full Council? ☐ Yes ☐ No ☒ N/A


Attachments: _____

 BTFD-County MOA Signed 07-31-2019.pdf
533.21 KB


2019-08-01T14:31:54

 18-054 A2.1 FLOOR PLAN-A2.1_10-24-2018.pdf
336.75 KB

2019-08-01T14:32:05

 BTFD EMS Station 31 Design-Build Budget Schedule of Values 3.05.19.pdf
176.47 KB

2019-08-01T14:32:12

 Station 31 Preliminary Estimate Assumptions & Qualifications 3.04.19.docx
22.83 KB

2019-08-01T14:32:23


 No file attached


 No file attached

LEGAL DEPARTMENT USE ONLY

Attachments:

 No file attached

 No file attached

 No file attached

☒ Approved

☐ On Hold

☐ Send Request to County Admin

☐ Disapproved

☐ Additional Documents Requested

Comments:

Christopher S. Inglese

Department Staff


8/7/2019


3:30:03 PM

Date/Time

Click the **SAVE** and **CLOSE** buttons on the top ribbon to commit changes if **Re-submit** button is **NOT** present

ADDITIONAL DOCUMENTS REQUESTED AREA

 MOA - BTFD and County 08-07-2019 Updated.pdf
50.06 KB

 No file attached

 No file attached

Ne...

2019-08-07T15:24:04

Comments:

Resubmittal approved. Department head to submit a Resolution, AIS, and the MOU to the Public Facilities committee requesting authorization for Administrator to execute the MOU.



**COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT**
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.bcgov.net



TO: Ashley Jacobs, Beaufort County Administrator

FROM: Robert McFee, PE, Division Director for Construction, Engineering & Facilities

SUBJ: **Recommendation of Memorandum of Agreement**
Beaufort County and Bluffton Township Fire Department

DATE: August 19, 2019

On August 13, 2018 Beaufort County went into contract with Fraser Construction Company, LLC, for the design and construction of two (2) EMS Stations, one station in southern Beaufort County (Station 31 on Riverside) and the other in northern Beaufort County (Shanklin Road). The Shanklin Road EMS will be a stand alone (EMS only) facility; however, Station 31 is a joint Beaufort County EMS and Bluffton Township Fire District facility. The total cost for the latter, Station 31, is estimated as \$3,373,841. The primary road access point for Station 31 will be shared with a Bluffton Township park; therefore, there will be some shared sitework and infrastructure (earthwork, erosion control, storm drainage, entrance paving, water, sewer, etc) estimated at \$478,322. Bluffton Township will pay fifty percent of this amount and Beaufort County EMS and BTFD will pay the other half (twenty-five percent each). The remaining construction costs for Station 31 will be shared equally between Beaufort County EMS and BTFD with each paying approximately \$1,580,668.

JRM/JWC/bmaf

Attachments: 1. Memorandum of Agreement
2. Station 31 Design-Build Budget Schedule
3. Legal Review Form

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

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019 by and between the Bluffton Township Fire District, South Carolina, (hereinafter referred to as the "BTFD") and Beaufort County, South Carolina (hereinafter referred to as the "County"), a political subdivision of the State of South Carolina. The BTFD and the County hereinafter will collectively be referred to as the "Parties".

WHEREAS, the BTFD provides fire and emergency services to the citizens of Bluffton Township and is in need of an additional fire station to continue providing adequate services to the community; and

WHEREAS, Beaufort County Emergency Medical Services ("EMS") provides emergency patient care for citizens and visitors of Beaufort County and is in need of an additional station in the Bluffton Township area in order to provide adequate services to the community; and

WHEREAS, the Parties are both dedicated to providing high-quality care and services to the community, and in furtherance of these goals, desire to enter into this mutually beneficial arrangement; and

WHEREAS, the BTFD purchased the property located at 204 New Riverside Road, Bluffton, SC 29910, with current PIN R610 036 000 3215 0000, on December 31, 2018, and recorded in Book 3725 at Page 3222 in the Beaufort County Register of Deeds, for the purpose of constructing a Fire Station (hereinafter referred to as "Facility"); and

WHEREAS, the Parties desire to occupy the Facility which shall in turn result in an expansion of public services and the ability to further their mutually shared goals; and

WHEREAS, the BTFD and Town of Bluffton (the "Town") shall enter into a separate agreement whereby the Town shall agree to fund and complete a portion of the site preparation for the Facility; and

WHEREAS, the BTFD has requested that the County contribute to funding the construction of the Facility, and the County agrees to contribute to funding the construction for the purpose of expanding EMS services; and

WHEREAS, the Parties shall enter into a separate agreement establishing the terms and conditions of occupying the Facility upon completion of construction ("Occupancy Agreement"); and

WHEREAS, the Parties recognize that it is reasonable, necessary, and in the best interest of the public to cooperate and coordinate in the financing and construction of the Facility as described herein.

NOW, THEREFORE, for mutual consideration and in the public interest, it is mutually agreed as follows:

ARTICLE I

1. **SCOPE OF WORK.** Construction of the Facility as described in this Section shall hereinafter be referred to as the "Project".

The Parties agree to be mutually financially responsible for the construction of a Fire and EMS Station at 204 New Riverside Road, Bluffton, SC 29910, with current PIN R610 036 000 3215 0000 as described in this Agreement. The Facility shall be occupied by both the BTFD and the EMS, whereby common space shall be mutually used and each entity shall be provided designated space for storing and maintaining equipment.

The BTFD shall commence construction of the Facility on a date mutually agreed upon by the Parties and to diligently complete construction of the Facility thereafter. BTFD agrees to keep County advised as to the progress of construction of the Facility and to work with the County to ensure the Facility is constructed in the manner as described herein and in separate agreements.

2. **EFFECTIVE DATE AND TERM.**

- a. *Effective Date.* This Agreement shall be effective as of the date first above written (the "Effective Date").
- b. *Term.* This Agreement has an initial term beginning on the Effective Date for a period of ten (10) years. This Agreement shall automatically renew for the same period of years, unless one of the Parties elects not to renew following the procedures for terminating this Agreement as stated in Article IV, Paragraph 3. This Agreement shall not be renewed more than two (2) times.

ARTICLE II: CONSTRUCTION OF FACILITY

1. **CONTRIBUTIONS.**

- a. *Contributions by BTFD.* The BTFD agrees to provide the property located at 204 New Riverside Road, Bluffton, SC 29910, with current PIN R610 036 000 3215 0000, for the purpose of constructing the Facility and shall be responsible for fifty percent (50%) of the costs for construction of the Facility, unless otherwise exempt from responsibility as stated in this Agreement.
- b. *Contributions by County.* The County and the BTFD shall be equally responsible for fifty (50%) of the costs for construction of the Facility, unless otherwise exempt from responsibility as stated in this Agreement. All contributions provided for here, are subject to the County's procurement procedures including necessary approval by Beaufort County Council.

2. **PROCEDURE.**

- a. *Sitework.*
 - i. The BTFD and the Town, in a separate agreement have agreed for the Town to pay fifty percent (50%) of the overall cost of sitework preparation for the following areas:
 1. The entrance driveway to the property up to the station;
 2. The cut through intersection improvements on New Riverside Drive;
 3. Utility accesses on the Property; and
 4. Stormwater retention ponds.

The remaining fifty percent (50%) of the cost remaining after the Town's payment shall be split equally between the Parties; specifically, the County shall be responsible for twenty-five percent (25%) and the BTFD shall be responsible

for twenty-five percent (25%) of the cost of sitework stated in this Section.

- ii. The Parties agree to split the remaining sitework preparation cost equally. Specifically, each party shall be responsible for fifty percent (50%) of the total cost of sitework preparation for the following areas:
 1. The building pad;
 2. Driveways, sidewalks, asphalt, and concrete paving;
 3. Grading to provide for water runoff to the retention areas; and
 4. On-site gutters and curbs.
 - iii. Any additional areas or sitework preparation not included in the exclusive lists stated in this Section must be mutually agreed upon in writing. The cost of any additional sitework preparation agreed upon by the Parties shall be split equally. Specifically, each party shall be responsible for fifty percent (50%) of the total cost of the additional sitework preparation.
- b. *Design and Permits.* The County has contracted with Fraser Construction to design the Facility. The BTFD shall be added as a party to the said contract by a Change Order as stipulated in the terms of the contract. The final design shall be approved in writing by the Parties ("Final Design").
 - c. *Changes to Design.* The Parties agree if either party requests a change to the Final Design, the requesting party shall be responsible for one hundred percent (100%) of any additional costs associated with the change to the design. If the change to the Final Design is mutually beneficial and the Parties agree in writing to the said change, the Parties shall each pay fifty percent (50%) of the cost for said change.
 - d. *Contractor.* Following Beaufort County Procurement Procedures, the Parties agree to contract with Fraser Construction Company, LLC for the construction of the Facility (hereinafter the "Contractor"). The Parties shall mutually agree in a separate agreement to the specific terms for the construction of the Facility.
 - e. *Invoices.* The Contractor shall provide a monthly invoice showing an itemized list of the costs to both Beaufort County Engineering and BTFD. Notices shall be provided to those addresses stated in this Article.
 - f. *Payment.* Beaufort County shall pay the entire monthly invoice directly to the Contractor. Beaufort County shall submit to BTFD an invoice for payment of BTFD's applicable portion owed. All payments from BTFD to Beaufort County shall be received by Beaufort County within thirty (30) days of receipt of the invoice.
 - g. *Delivery of Invoices and Payments.* This Paragraph is only for the purposes of invoicing under this Article. The Parties agree that invoices shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To:

Beaufort County _____
P.O. Drawer _____
Beaufort, SC 29901
Phone: 843-255-2027

If to BTFD, To:

Fire Chief
357 Fording Island Road
Okatie, SC 29909

ARTICLE III: OPERATION OF FACILITY

1. **FACILITY MAINTENANCE**

a. *General Maintenance.* The BTFD shall be solely responsible for managing and performing maintenance of the Facility. Maintenance includes preventative and corrective action necessary to maintain the Facility. This Section applies to the building in its entirety, including common space and space that is specifically designated to either party.

b. *Capital Improvements.* The funding of Facility capital improvements shall be the responsibility of BTFD. Capital improvements include, but are not limited to, renovations, modernization, upgrading, or replacing a component, system, or part of the Facility.

2. **TAXES and FEES.** The BTFD shall be responsible for any applicable taxes and/or fees associated with the Facility.

3. **INSURANCE.** Throughout the term of this Agreement, BTFD agrees that it shall be responsible for procuring insurance coverage in an amount sufficient to fully cover the cost of the Facility and shall also procure such contents coverage as may be necessary to cover its property and equipment. In addition, BTFD shall be responsible for procuring general liability insurance in an amount not less than \$1,000,000.00 and shall name the County as an additional insured on policy. The BTFD shall provide certificates of such insurance coverages to the County prior to commencement of construction of the Facility.

The County shall be responsible for procuring its own contents coverage insurance. The County shall provide BTFD with a certificate of commercial general liability insurance in an amount not less than \$1,000,000.00 and shall name BTFD as an additional insured on such policy.

ARTICLE IV: MISCELLANEOUS

1. **MUTUAL COOPERATION AND NOTICE.** Notwithstanding anything contained herein, the County and the BTFD each agree to cooperatively pursue their obligations set forth herein in good faith. All notices to be provided hereunder shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2027

With Copy to: Beaufort County Director of Public Safety
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2055

If to BTFD, To: Fire Chief
357 Fording Island Road
Okatie, SC 29909

With Copy to:

Board Chairperson
Bluffton Township Fire District
357 Fording Island Road
Okatie, SC 29909

2. **DEFAULT.** In the event of a default by either party, the non-defaulting party must allow the defaulting party a period of thirty (30) days in which to cure the alleged breach. If, after the receipt of such notice, the defaulting party has not cured the breach, the other party may elect to immediately terminate this Agreement. The non-defaulting party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to any action for specific performance of obligations recited in this Agreement. The defaulting party shall thereafter not be entitled to any compensation arising under this Agreement.
3. **TERMINATION.** After the initial term provided in Article I, Section 2 either party may terminate this Agreement by notifying the other party in writing with no less than six (6) months' notice; however the Parties agree to a consenting transition plan of at least twelve (12) months from the date of notice. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

This Agreement shall automatically terminate if the following two conditions are met:

- 1) The Parties confirm in writing construction is complete; and
 - 2) An Occupancy Agreement has been agreed upon and executed by both Parties.
4. **DISPUTE RESOLUTION.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The initial disputing party shall be responsible for cost of mediation.
 5. **LIABILITY.** Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Memorandum.
 6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter
 7. **CONFLICTING TERMS.** In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all future agreements associated with the Facility, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.
 8. **AMENDMENT.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
 9. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may

assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

10. NO THIRD PARTY BENEFICIARIES. This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
12. CAPTIONS. The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
13. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
14. WAIVER. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
15. APPLICABLE LAW. This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance, or other breach shall be filed in Beaufort County, South Carolina.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

BEAUFORT COUNTY

By: _____
Ashley M. Jacobs
Beaufort County Administrator

WITNESSES:

Paul Boulware

Bluffton Township Fire Department

By: *John W. Thompson, Jr.*
John W. Thompson, Jr.
Fire Chief, Bluffton Township Fire District



BTDF Station 31

Schedule of Values
March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTDF/EMS Siterwork	Bluffton BTDF Shared Siterwork	Construction Phase	Current Total	Notes
1	Pre-Construction Project Management	\$ 18,679	\$ -	\$ -	\$ -	\$ -	\$ 18,679	
2	Architect Design Fees	\$ 126,500	\$ -	\$ -	\$ -	\$ -	\$ 126,500	
3	Landscape Architect Design Fees	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ 11,500	
4	Civil Engineering Fees	\$ 42,280	\$ 18,078	\$ -	\$ 24,368	\$ 11,054	\$ 95,780	
5	Design Reimbursable	\$ 3,077	\$ 1,923	\$ -	\$ -	\$ -	\$ 5,000	
6	Geotechnical Report	\$ 6,990	\$ 2,330	\$ -	\$ -	\$ -	\$ 9,320	
7	Tree & Topo Survey	\$ 4,414	\$ 4,086	\$ -	\$ -	\$ -	\$ 8,500	
8	BTWSA Water, Sewer & Meter Fees	\$ 15,311	\$ -	\$ -	\$ -	\$ -	\$ 15,311	
9	Road Impact Fees	\$ 19,669	\$ -	\$ -	\$ -	\$ -	\$ 19,669	
10	Fire Impact Fees	\$ 10,160	\$ -	\$ -	\$ -	\$ -	\$ 10,160	
11	Bluffton Development Fees	\$ 5,235	\$ -	\$ -	\$ -	\$ -	\$ 5,235	
12	Blueprints	\$ 1,605	\$ -	\$ -	\$ -	\$ -	\$ 1,605	
13	General Conditions	\$ -	\$ -	\$ -	\$ -	\$ 283,097	\$ 283,097	
14	3rd Party Testing Allowance	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
15	Rubbish Removal & Clean-up	\$ -	\$ -	\$ -	\$ -	\$ 41,256	\$ 41,256	
16	Layout & As-built Survey	\$ -	\$ -	\$ -	\$ -	\$ 15,100	\$ 15,100	
17	Concrete	\$ -	\$ -	\$ -	\$ -	\$ 109,941	\$ 109,941	
18	Concrete Masonry Units	\$ -	\$ -	\$ -	\$ -	\$ 126,098	\$ 126,098	
19	Brick	\$ -	\$ -	\$ -	\$ -	\$ 24,930	\$ 24,930	Waterable Only
20	Structural Steel	\$ -	\$ -	\$ -	\$ -	\$ 42,696	\$ 42,696	
21	Metal Bollards	\$ -	\$ -	\$ -	\$ -	\$ 2,628	\$ 2,628	
22	Light Gauge Metal Framing	\$ -	\$ -	\$ -	\$ -	\$ 22,470	\$ 22,470	
23	Miscellaneous Steel	\$ -	\$ -	\$ -	\$ -	\$ 3,237	\$ 3,237	
24	Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 153,696	\$ 153,696	
25	Millwork & Finish Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 6,773	\$ 6,773	
26	Exterior Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 36,840	\$ 36,840	
27	Shutters	\$ -	\$ -	\$ -	\$ -	\$ 9,881	\$ 9,881	
28	Fences & Gates	\$ -	\$ -	\$ -	\$ -	\$ 9,800	\$ 9,800	
29	Warranty Reserve	\$ -	\$ -	\$ -	\$ -	\$ 3,251	\$ 3,251	
30	Cabinets & Tops	\$ -	\$ -	\$ -	\$ -	\$ 47,370	\$ 47,370	Includes lockers
31	Building Insulation	\$ -	\$ -	\$ -	\$ -	\$ 17,639	\$ 17,639	
32	Metal Roofing	\$ -	\$ -	\$ -	\$ -	\$ 80,472	\$ 80,472	
33	Flashing & Gutters	\$ -	\$ -	\$ -	\$ -	\$ 11,521	\$ 11,521	
34	Caulking	\$ -	\$ -	\$ -	\$ -	\$ 5,341	\$ 5,341	
35	Hollow Metal Doors & Frames	\$ -	\$ -	\$ -	\$ -	\$ 14,796	\$ 14,796	
36	Wood Doors	\$ -	\$ -	\$ -	\$ -	\$ 11,038	\$ 11,038	
37	Access Doors	\$ -	\$ -	\$ -	\$ -	\$ 669	\$ 669	
38	Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 31,000	\$ 31,000	
39	Hurricane Protection for Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
40	Windows	\$ -	\$ -	\$ -	\$ -	\$ 10,005	\$ 10,005	
41	Hardware	\$ -	\$ -	\$ -	\$ -	\$ 11,515	\$ 11,515	
42	Glass And Glazing	\$ -	\$ -	\$ -	\$ -	\$ 2,913	\$ 2,913	
43	Final Cleaning	\$ -	\$ -	\$ -	\$ -	\$ 1,650	\$ 1,650	
44	Drywall	\$ -	\$ -	\$ -	\$ -	\$ 32,772	\$ 32,772	
45	FRP Wall Panels	\$ -	\$ -	\$ -	\$ -	\$ 4,758	\$ 4,758	
46	Stucco	\$ -	\$ -	\$ -	\$ -	\$ 16,884	\$ 16,884	App. Bay Front & Sides (see elevations)
47	Ceramic Tile	\$ -	\$ -	\$ -	\$ -	\$ 14,112	\$ 14,112	
48	Acoustical Ceilings	\$ -	\$ -	\$ -	\$ -	\$ 6,588	\$ 6,588	
49	Resilient Flooring	\$ -	\$ -	\$ -	\$ -	\$ 20,914	\$ 20,914	
50	Exercise Room Flooring	\$ -	\$ -	\$ -	\$ -	\$ 2,790	\$ 2,790	LVL to match Station 31
51	Sealed Concrete	\$ -	\$ -	\$ -	\$ -	\$ 13,441	\$ 13,441	
52	Painting	\$ -	\$ -	\$ -	\$ -	\$ 50,517	\$ 50,517	
53	Knox Box	\$ -	\$ -	\$ -	\$ -	\$ 535	\$ 535	
54	Fire Extinguishers	\$ -	\$ -	\$ -	\$ -	\$ 2,164	\$ 2,164	
55	Toilet Accessories	\$ -	\$ -	\$ -	\$ -	\$ 5,322	\$ 5,322	
56	Toilet Partitions	\$ -	\$ -	\$ -	\$ -	\$ 5,210	\$ 5,210	

BTFD Station 31

Schedule of Values
March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EMS Sitemwork	Bluffton BTFD Shared Sitemwork	Construction Phase	Current Total	Notes
57	Window Treatments	\$ -	\$ -	\$ -	\$ -	\$ 4,250	\$ 4,250	
58	Interior Signs	\$ -	\$ -	\$ -	\$ -	\$ 1,768	\$ 1,768	Allowance
59	Monument Sign	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	Allowance
60	Shelving	\$ -	\$ -	\$ -	\$ -	\$ 6,214	\$ 6,214	
61	Exercise Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By BTFD/EMS
62	Flag Pole	\$ -	\$ -	\$ -	\$ -	\$ 3,538	\$ 3,538	Allowance
63	Appliances	\$ -	\$ -	\$ -	\$ -	\$ 22,009	\$ 22,009	By BTFD/EMS
64	Ice Maker & Extractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
65	Fire Protection	\$ -	\$ -	\$ -	\$ -	\$ 47,760	\$ 47,760	
66	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 123,500	\$ 123,500	
67	HVAC	\$ -	\$ -	\$ -	\$ -	\$ 97,536	\$ 97,536	
68	Electrical	\$ -	\$ -	\$ -	\$ -	\$ 235,688	\$ 235,688	Includes Diesel Generator-Fuel NIC
69	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
70	Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Included in Electrical
71	Site Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Leased
72	Clearing & Earthwork	\$ -	\$ -	\$ 121,448	\$ 105,943	\$ -	\$ 227,391	Ward Edwards Estimate
73	Soil Treatment	\$ -	\$ -	\$ -	\$ -	\$ 2,357	\$ 2,357	
74	Deep Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	None Included
75	Asphalt Paving	\$ -	\$ -	\$ 17,665	\$ 29,250	\$ -	\$ 46,915	Ward Edwards Estimate
76	Concrete Curb, Sidewalks and Paving	\$ -	\$ -	\$ 104,200	\$ 32,160	\$ -	\$ 136,360	Ward Edwards Estimate
77	Erosion Control	\$ -	\$ -	\$ 10,000	\$ 20,500	\$ -	\$ 30,500	Ward Edwards Estimate
78	Fine Grading	\$ -	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 33,000	Ward Edwards Estimate
79	Planting & Irrigation	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	Allowance
80	Site Utilities	\$ -	\$ -	\$ 33,200	\$ 80,900	\$ -	\$ 114,100	Ward Edwards Estimate
81	Sitemwork Contingency @ 10%	\$ -	\$ -	\$ 34,363	\$ 31,805	\$ -	\$ 66,168	
82	Subtotal	\$ 265,420	\$ 26,417	\$ 385,876	\$ 342,926	\$ 1,911,304	\$ 2,931,943	
83	Builders Risk Insurance	\$ 1,348	\$ 134	\$ 1,960	\$ 1,742	\$ 9,709	\$ 14,894	
84	General & Umbrella Liability Insurance	\$ 3,155	\$ 314	\$ 4,587	\$ 4,076	\$ 22,719	\$ 34,851	
85	Municipal Fees	\$ 304	\$ 30	\$ 442	\$ 393	\$ 2,190	\$ 3,359	
86	Payment And Performance Bond	\$ 2,897	\$ 288	\$ 4,212	\$ 3,743	\$ 20,861	\$ 32,001	
87	Building Permit	\$ 2	\$ -	\$ 3	\$ 3	\$ 16	\$ 25	By Owner
88	Subtotal	\$ 273,126	\$ 27,183	\$ 397,080	\$ 352,883	\$ 1,966,799	\$ 3,017,073	
89	Overhead & Fee	\$ 17,253	\$ 1,767	\$ 25,810	\$ 22,938	\$ 127,842	\$ 196,110	
90	Estimate Total	\$ 290,879	\$ 28,950	\$ 422,890	\$ 375,821	\$ 2,094,641	\$ 3,213,183	
	5% Contingency	\$ 14,544	\$ 1,448	\$ 21,145	\$ 18,791	\$ 104,732	\$ 160,659	
	Project Budget Total	\$ 305,423	\$ 30,398	\$ 444,035	\$ 394,612	\$ 2,199,373	\$ 3,373,842	
				51.95%	47.05%			

	BTFD	EMS	BLUFFTON	TOTAL
SHARED COST %	25%	25%	50%	100%
BTFD/EMS COST %	50%	50%		100%
Design & Permit BTFD/EMS	\$ 152,712	\$ 152,712		\$ 305,423
Design & Permit Shared	\$ 7,600	\$ 7,600	\$ 15,199	\$ 30,398
BTFD/EMS Sitemwork	\$ 222,017.50	\$ 222,017.50		\$ 444,035
Bluffton/BTFD/EMS Shared Sitemwork	\$ 98,653	\$ 98,653	\$ 197,306	\$ 394,612
Construction Phase	\$ 1,099,687	\$ 1,099,687		\$ 2,199,373
Total	\$ 1,580,668	\$ 1,580,668	\$ 211,505	\$ 3,373,841



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk

Council Committee:

Public Facilities Committee

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

J. Robert McFee, Division Director Construction, Engineering and Facilities

Issues for Consideration:

Town of Bluffton is requesting the participation of Beaufort County to complete the construction of sidewalk on Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway. A portion of the proposed sidewalk project, 1,067 LF, enters into Beaufort County jurisdiction.

Points to Consider:

Significant increase in pedestrian/bicycle traffic along Goethe Road corridor since the opening of the Walmart and Sam's Club Center.
Promoting pedestrian connectivity and safety.

Funding & Liability Factors:

Council Options:

Approve request or deny request

Recommendation:

Approve request



COUNTY COUNCIL OF BEAUFORT COUNTY

Beaufort County Engineering Department

2266 Boundary Street
Beaufort, South Carolina 29902
Voice (843) 255-2700 Fax (843) 255-9420

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

VIA: Ashley M. Jacobs, County Administrator

FROM: J. Robert McFee, Division Director, Engineering and Infrastructure

SUBJ: **Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk**

DATE: August 27, 2019

BACKGROUND: Town of Bluffton completed sidewalk on Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway in 2018. The next phase of proposed Goethe Neighborhood sidewalk, currently under design, will start at Bluffton Parkway heading north to Joe Hamilton Lane. Joe Hamilton Lane is the dividing line between Town of Bluffton and Beaufort County. For pedestrian connectivity and safety, Town of Bluffton is requesting to continue the sidewalk, to meet the existing sidewalk, on Bluffton Road (SC 46).

Town of Bluffton has contracted with Ward Edwards Engineering to prepare construction documents for the entire length of Goethe Road including the portion within Beaufort County. The Engineer's estimate for construction of the section of sidewalk within Beaufort County jurisdiction is \$90,695.00. This includes all construction costs for a 5 foot concrete sidewalk approximately 1,067 LF.

FOR ACTION: Public Facilities Committee meeting occurring on September 3, 2019.

RECOMMENDATION: Staff recommends funding for construction of this sidewalk through _____ with a balance of _____.

JRM/AA/bmaf

Attachments: 1. Request from Town of Bluffton
2. Map

Lisa Sulka
Mayor
Larry Toomer
Mayor Pro Tempore
Marc Orlando
Town Manager



Council Members
Fred Hamilton
Dan Wood
Harry Lutz
Kim Chapman
Town Clerk

August 23, 2019

Ms. Andrea Atherton
CIP Project Construction Manager
Beaufort County
2266 Boundary Street
Beaufort, South Carolina 29901

RE: Request to participate in construction funding of the Goethe Road Sidewalk project

Dear Andrea:

Thank you for meeting with me last month to discuss a proposed sidewalk project connecting the Goethe Road sidewalks northward to Bluffton Road. As discussed, the Town of Bluffton completed a sidewalk on one side of Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway in 2018. The next phase of proposed Goethe neighborhood sidewalks is currently under design to include, sidewalks on the opposite side of Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway and for a sidewalk on one side of the road north of Bluffton Parkway to eventually connect to the Bluffton Road pathways. For this northern section, the Town limit ends at Joe Hamilton Lane and the remainder of Goethe Road sidewalk would fall within Beaufort County Jurisdiction (Attachment A – Aerial View of the Proposed Goethe Shults Neighborhood Sidewalks - Phase 2).

Town Council and Staff has noticed a significant increase in pedestrian/bicycle traffic along the Goethe Road corridor since the opening of the Walmart and Sam's Club Center and has determined a proposed Goethe Road sidewalk extension north of Bluffton Parkway is in the best interest of public safety for the citizens of Bluffton and Beaufort County. Conceptual alignment plans were completed in FY2019 and the Town of Bluffton contracted with Ward Edwards Engineering to prepare Construction Documents for the entire length of the Goethe Road sidewalk project, including the northern walkways beyond the Town limits. In addition, the Town Council has tentatively approved construction funding in FY2021 (starting July 1, 2020) for all Goethe Road sidewalks within the Town of Bluffton limits, however this does not include funding for any sidewalk construction outside of the Town of Bluffton jurisdiction. Therefore, the Town of Bluffton would like to formally request that Beaufort County consider participating in the funding of the proposed sidewalk for the portion within the County's jurisdiction.

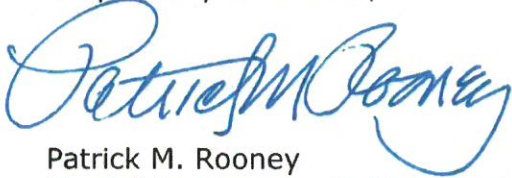
Theodore D. Washington Municipal Building
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910
Telephone (843) 706-4500 Fax (843) 757-6720
www.townofbluffton.sc.gov

Based on recently obtained construction costs for similar sidewalk installations, the estimated cost for the Beaufort County portion should be approximately \$90,695.00, +/- 10% (1,067 LF of 5' concrete sidewalk x \$85.00X/LF = \$90,695.00). This estimate is based on a complete installation including; demolition, grading, storm drainage, utility relocations, paving, striping, signage and detectable warnings. We anticipate that the sidewalk will be located within the SCDOT Right of Way and easements will not be required for the County portion.

The Town of Bluffton is committed to implementing infrastructure to promote more pedestrian connectivity and safety and has constructed approximately 15,000 LF of sidewalks in the past two years. We expect to construct another +/- 15,000 LF in the next two years. The Town recognizes that Beaufort County has also shown the same commitment over the years with construction of pathways along Bluffton Parkway, Buckwalter Parkway and other areas in the Southern part of the County. We hope this joint commitment will continue with this Goethe Road funding request and other future pathways down the road (i.e. May River Road between Buck Island Road and Buckwalter Parkway).

Please review the attachment and let me know how best to proceed with a formal request to the Public Facilities Committee. Thank you again for meeting with me and consideration in this matter. I look forward to hearing from you soon.

Respectfully submitted,



Patrick M. Rooney
Capital Improvements Program Manager

cc.

J. Wes Campbell – CIP Project Construction Manager
J. Robert McFee, PE – Director of Construction, Engineering and Facilities
Marc Orlando, ICMA-CM – Town Manager
Bryan McIlwee, PE – Director of Engineering
Mark Maxwell – CIP Project Manager

Attachment 1 – Proposed Goethe Road Sidewalk Exhibit



Scope of work includes:
8,273 LF of 5' sidewalks
Additional drainage
Signage and pavement markings



ATTACHMENT 1
PROPOSED GOETHE ROAD SIDEWALK
TOWN OF BLUFFTON / BEAUFORT COUNTY CIP PROJECT
GOETHE/SHULTS NEIGHBORHOOD SIDEWALKS PHASE II

Subject to Change



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

--

Council Committee:

--

Meeting Date:

--

Committee Presenter (Name and Title):

--

Issues for Consideration:

--

Points to Consider:

--

Funding & Liability Factors:

--

Council Options:

--

Recommendation:

--

Ordinance No. 2019/ ____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED
CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 35
FORDING ISLAND ROAD EXTENSION SOUTH CAROLINA.**

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 041 000 0008 0000 located at 35 Fording Island Road Extension being the same property conveyed to Beaufort County in Deed Book 3687 at Pages 1233-1238.

WHEREAS, Beaufort Jasper Water Sewer Authority, Inc. has requested that Beaufort County deed a portion of said property for the purpose of accessing and servicing a Lift Station more particularly shown as “LIFT STATION BR42, 1,000.06 sq. ft., 0.023 acres” on that certain plat prepared by Atlas Surveying, Inc certified by Jeremy W. Reeder, S.C.P.L.S., No. 28139 dated June 6, 2019 and attached hereto as part of Exhibit A “Title to Real Estate”; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on Exhibit A as “Lift Station BR42” and being approximately 1,000.06 square feet (0.023 ac.) on attached “Title to Real Estate” 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 any and all necessary documents for the conveyance of the portion of real property as described on the attached Exhibit A “Title to Real Estate.”

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading

Public Hearing

Second Reading

First Reading

This instrument was prepared by the law firm of
Tupper, Grimsley, Dean & Canaday, P.A.
611 Bay Street
Beaufort, SC 29902
843/524-1116

EXHIBIT 

DMP R600 041 000 0008 0000 (PORTION OF)

TG&D File #0075

THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

*****AREA ABOVE THIS LINE RESERVED FOR RECORDING*****

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)	

KNOW ALL MEN BY THESE PRESENTS, THAT BEAUFORT COUNTY, a political subdivision of the State of South Carolina, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid at and before the sealing of these presents by BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., 6 Snake Road, Okatie, SC 29909, in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being within Bluffton Township, Beaufort County, South Carolina, shown as "LIFT STATION BR42, 1,000.06 sq. ft., 0.023 ac", on that certain plat prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, S.C.P.L.S., No. 28139, dated June 6, 2019, a copy of which is hereto attached and made a part hereof.

AND ALSO, the right of ingress and egress over and upon the property of Grantor to the public right of way of Fording Island Road Extension.

Said easement shall include the right to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the easement various water/sewer main and service lines, manholes, hydrants, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public or private systems,

for the provision of water and sewer services, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

This being a portion of the property conveyed to the Grantor herein by deed of Queensborough National Bank & Trust Company, dated July 27, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3687 at Page 1233.

TAX REF: R600 041 000 0008 0000 (PORTION OF)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever.

AND, the said BEAUFORT COUNTY, a political subdivision of the State of South Carolina, does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the undersigned this ____ day of _____, 2019.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

witness signature

Notary Public signature

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina

By: _____

Its: _____

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Beaufort County, a political subdivision of the State of South Carolina, by _____ its _____, sign, seal and as its act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this _____ day of _____, 2019.

Notary Public for South Carolina
My Commission Expires:

witness signature



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

FYI Kalama testing on County property

Council Committee:

Public Facilities

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

Christopher S. Inglese, Deputy Administrator

Issues for Consideration:

The item is being presented for information at this time. Kalama Specialty Chemical, Inc. is a responsible party in a Superfund cleanup effort. Pursuant to an EPA work plan, they have requested temporary access to the County property for taking samples to monitor an underground plume.

Points to Consider:

Depending on the results of the initial testing, Kalama may be requesting to install permanent monitoring wells on the County property. If that is the case, staff will present an easement agreement for Council's consideration and for a public hearing through the ordinance process.

Funding & Liability Factors:

The site is an old County landfill site and may contain its own contaminants. It is unpredictable how or what liability the testing may expose the County to because of the past landfill activity at the site. The Temporary Access Agreement provides assumption of risk, indemnification, and hold harmless provisions as well as insurance requirements naming Beaufort County as an additional insured.

Council Options:

No action needed at this time.

Recommendation:

n/a

United Technologies Corporation
9 Farm Springs Road
MS 101
Farmington, CT 06032



Federal Express Delivery

June 5, 2019

Ms. Ashley Jacobs, County Administrator
Beaufort County Council
PO Drawer 1228
Beaufort, SC 29901

Re: Kalama Specialty Chemicals, Inc., Beaufort, SC
Off-site Environmental Investigation at Parcel No. R100 025 000 0174 0000 which is adjacent to the county property located at 142 Shanklin Road.

Dear Ms. Jacobs:

Kalama Specialty Chemicals, Inc. (Kalama) owns a site located at 3090 Trask Parkway in Beaufort, SC and has been performing environmental studies and remediation since 1998. This work is being performed under the terms of a consent order with the United States Environmental Protection Agency (USEPA). Based on recent monitoring results, USEPA has asked Kalama to perform further investigation west of the property, which will require access to your property located at Parcel No. R100 025 000 0174 0000 (address not listed) which is adjacent to the county property located at 142 Shanklin Road.

Any necessary work will be performed by AECOM, the environmental contractor performing the Kalama site monitoring and remediation activities. The investigation activities are tentatively scheduled to start in July/August 2019. If work is performed on your property, it may involve one or both of these two phases:

- 1 an initial installation of temporary groundwater sampling locations (in accordance with State requirements) on yours and bordering properties.
- 2 following the review of data from Phase 1, the installation of two to three permanent wells will occur, some which may or may not be located on your property. Future monitoring of the permanent wells will require AECOM to periodically access your property. A figure showing any proposed drilling locations is attached.

Also attached to this letter are two copies of an access agreement to govern this work. Please sign both access agreements, keep one for your records and return the other to me using the enclosed self-addressed stamped envelope.

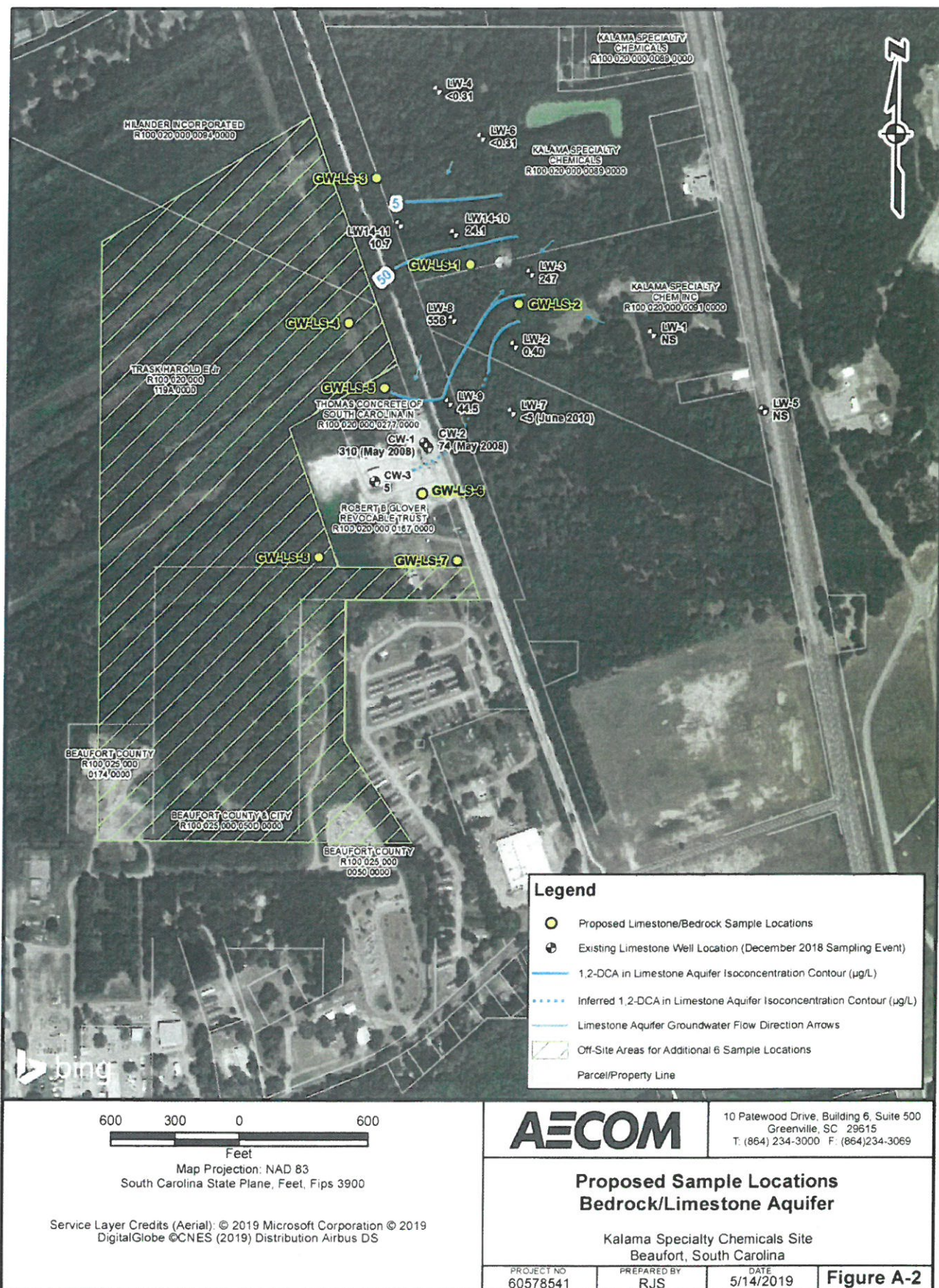
We will reach out to you in advance of the work to coordinate the timing and locations so as to minimize any inconvenience to you during the testing. To facilitate future discussions and coordination for this investigation, it would be helpful for us to exchange phone numbers or e-mail addresses instead of relying on mail. If based on the initial phase 1 results, it is determined that no access is required on your property, we will notify you of this fact. Please contact me or Mark Hartford the project manager at AECOM at (864) 234.3586 if you have any questions on the access agreement or the proposed work.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Penn".

William E. Penn
Senior Project Manager
william.penn@utc.com
(860) 728.6542 (p)

Attachment(s)



Path: L:\Projects\60340495 Kalama Chemicals\900-CAD-GIS\920 GIS-Graphics\Maps\Kalama Proposed and Contingent Well Locations NAD83.mxd

BEAUFORT COUNTY UNPAVED ROAD EVALUATION

Public Facilities Committee
September 3, 2019

PURPOSE / METHOD

Purpose:

To provide a consistent, objective data based approach to ranking unpaved County roads, for the purpose of prioritizing them for paving.

Objective Ranking Criteria:

- Number of dwellings on the road and its feeder roads
- Cost to maintain the road.
- Cost to pave the road.
- Length of time road has been in County system (1994 serves as benchmark year).
- ROW status (Fully Recorded ROW, ROW in progress or Legacy Road).

CRITERIA AND CALCULATIONS

Calculations:

Maximum points available 100

Part A Points – MAXIMUM of 66 points

Points for Recorded Right of Way

Completed	5
Partial	3

Points for Physical Features

House (each)	1
Church (each)	10
Cemetery (each)	1
School bus route	1
Business (each)	10
Feeder Road Houses (each)	1

PART B POINTS – MAXIMUM OF 34 POINTS

AWARDED FOR COST/BENEFIT RANKING

$\text{COST/BENEFIT (C/B)} = \frac{\text{AVERAGE ANNUAL MAINTENANCE COST}}{\text{COST TO PAVE}}$

C/B RANKED IN COMPARISON TO ALL OTHER ROADS (CURRENTLY 207)

NORMALIZED ON A SCALE OF 1 TO 34.

*****Note: If a road was in County maintenance program prior to 1994, the Part A total is increased by 50%.***

Dirt Road Paving Summary**93/94 - Present**

<u>District #</u>	<u>Council Member</u>	<u># of Projects</u>	<u># of Miles</u>	<u>\$ Amount Committed</u>
1	Dawson	92	34.22	\$37,642,000.00
2	Sommerville	36	12.33	\$13,563,000.00
3	Glover	51	17.98	\$19,778,000.00
4	Howard	20	3.43	\$3,773,000.00
5	Flewelling	31	9.542	\$10,496,200.00
6	Passiment	0	0	\$0.00
7	Covert	13	3.29	\$3,619,000.00
8	Hervochon	3	0.7	\$770,000.00
9	Lawson	29	7.97	\$8,767,000.00
10	McElynn	14	4.08	\$4,488,000.00
11	Rodman	12	1.57	\$1,727,000.00
SUMMARY		301	95.112	\$104,623,200.00

BEAUFORT COUNTY TRANSPORTATION COMMITTEE

2266 Boundary Street, Beaufort, SC 29902
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

Committee members:

Kraig Gordon, Chairman
Mark McCain, Vice Chairman
Jim Backer, Joe DeVito,
Christopher England, Craig Forrest
John Glover, Stephen Hill,
Joseph Stroman Jr., Brian Winslow,
Luana Graves-Sellers

Beaufort County Staff Support
Robert McFee, PE, Division Director
Construction, Engineering and Facilities

Chairman Stu Rodman
27 Baynard Park
Hilton Head Island, SC 29928

Subject: Dirt Road Paving Summary

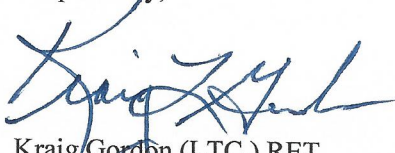
Dear Mr. Rodman:

Over the last 4 years since my appointment to the County Transportation Committee (CTC), I have heard numerous discussions concerning the Dirt Road Paving program throughout the County. Unfortunately, these conversations often mischaracterize the program, especially as it relates to the historical distribution of those funds. I felt it was incumbent upon us to look at how funding was actually spent in each council district of the County. You will find attached a summary of how Dirt Road Paving projects have been completed since the inception of the CTC.

The dollar amount presented here is based upon present day cost value of \$1.1 million per mile in order to pave a 2-lane road with hot mixed asphalt. Also, note that the funds represented are a combination of CTC funds and TAG funds.

On a much-related note, while Council recently approved a 5 year Dirt Road Paving Program, it should not lose sight on the benefits of roads improved with stone ("gravel" roadways). We can affect more citizens positively by graveling roads, rather than relying solely on hot mix asphalt as a riding surface on low volume county roads.

Respectfully,

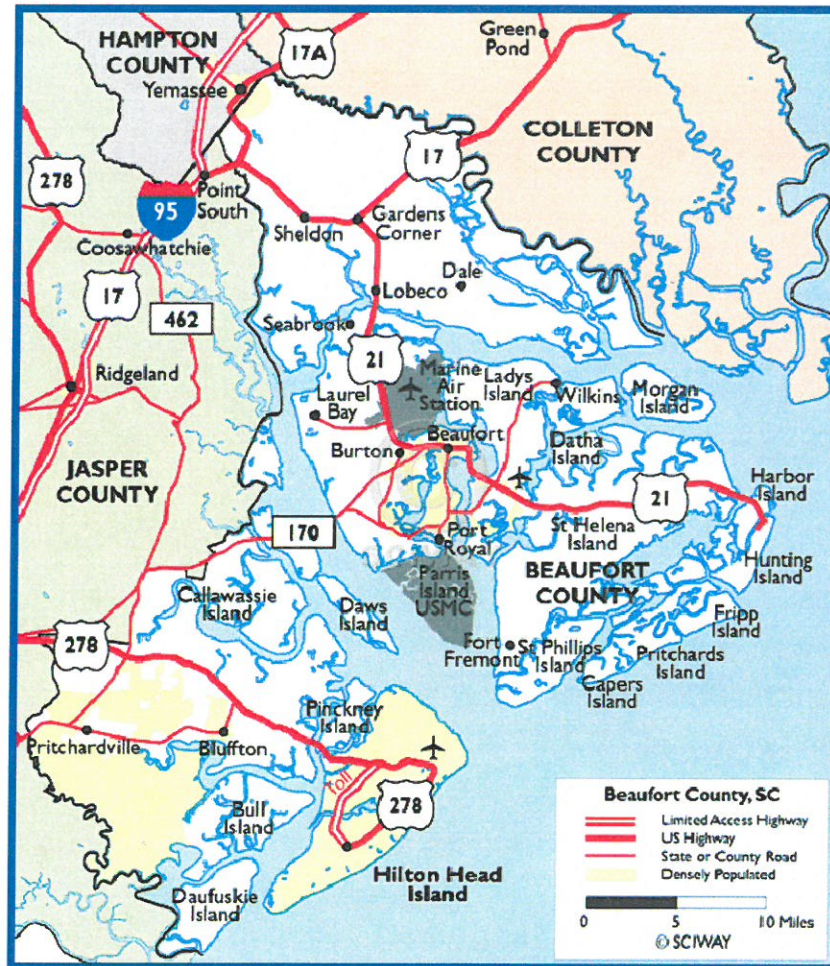


Kraig Gordon (LTC.) RET
Chairman
Beaufort County Transportation Committee

CC: Ashley Jacobs
Committee Members

Beaufort County

2017/18 Transportation Committee Plan (CTCP) Ver_2.0



Beaufort County 2017/18 Transportation Committee Plan (CTCP) Ver_2.0

Program Goal

The goal of the Beaufort County Transportation Committee (CTC) is to provide the citizens of the county with the best and safest roads, bridges, and sidewalks possible with the funds for which the CTC are responsible for managing.

Program Overview

The CTC is composed of eleven (11) members that are appointed by the Beaufort County Council. The members of the CTC are appointed from and represent the counties electoral districts that are the same as those of the Beaufort County Council member. All members of the CTC are highly encouraged to work hand in hand with their Council members to assure an integrated approach to voluntary public service.

Beaufort County has an Engineering, Public Works, and Traffic Engineering Departments that are equipped to design and maintain county maintained roadways. The county has levied an annual special motor vehicle tax (TAG) for \$16.50 per registered vehicle in the county. These funds are intended to be used to pave, maintain and improve dirt and secondary roads within the County roadway system, in concert with the South Carolina Department of Transportation (SCDOT) "C" fund allocations.

The CTC intends to cooperate and work closely with the appropriate Beaufort County departments and the administrative staff to provide the necessary guidance for County Council to improve as many roads and other transportation-related facilities as possible with the combined funds allocated.

The CTC also will cooperate and work with the Lowcountry Council of Governments (COG) in the coordination of the Lowcountry Area Transportation Plan (LATS) through involvement in the Transportation Improvement Program (2015-2019 TIP). This Involvement will enhance the CTC mission of prioritizing primary transportation system needs as well as the primary and secondary road system of Beaufort County to best serve the public. The Chairman or the selection of an

alternate representative, of the CTC will provide such coordination with the LATS support staff as a member of the Technical Committee.

The countywide transportation plan, as adopted by the CTC, was initially submitted for approval to the SCDOT on February 3, 1994. Annual updates, including this version, will be provided as approved during the last CTC meeting of the calendar year annually for approval by SCDOT in accordance with the current provisions of South Carolina Code of Law Section §12-28-2740 (the C-Fund law passed by the South Carolina General Assembly).



Organizational Structure

The Beaufort County CTC is structured with the election of a Chairperson, Vice Chair and the selection of a Treasurer. The Chairman and Vice Chairperson shall be elected from the majority of the Committee's membership during the first meeting of the Committee of each calendar year. The Treasurer shall be selected annually from the Committee's membership as qualifications dictate and appointed by the Chairperson, with Committee approval.

The County Engineer's office shall provide the Treasurer the necessary financial documentation to the CTC with the most up to date recorded fund balances and pending expenditures of the CTC financial projections concerning CTC programs.

Membership on the CTC will require that all members of the Committee shall attend a majority of the annual CTC meetings with no less than two unexcused meeting attendances in a calendar year. Failure to meet the scheduled meeting attendance requirement shall permit the Chairperson to seek out from County Council the selection of a replacement representative for the appropriate County Council district representative for an appointment.

The listing of district representatives is attached to the plan within the appendix's.

Program Administration

Communications coordination, questions, and request to appear before the CTC should be addressed to the following:

Mr. Kraig L. Gordon, Chairman

Or

Mr. Robert McFee, PE., Division Director for Construction, Engineering, and Facilities

Post Office Box 1228

Beaufort, South Carolina 29901

Telephone: (843) 255.2700



Funding Administration

The Beaufort CTC elects and requests to receive its monthly allocation of funds directly from the SCDOT Commission. The annual distribution of money will be deposited with the Beaufort County Treasurer, which will perform the necessary accounting for such funds, in concert with the County Engineer's Office and the CTC Treasurer. Expenditures will only be dispensed upon written approval of the CTC Chairman or Vice Chairman for projects within the work program and approved by the majority of the CTC Committee membership. The expenditure and documentation of these funds shall be in accordance with the requirements of Code §12-28-2748 (A), including the required spending on the SCDOT system (minimum of 25% of total allocated funds), and the CTC Treasurer shall assist in maintaining such official records. The CTC will review all final bids for proposed construction at scheduled meetings of the membership, with a majority of the CTC approving only projects in concert with the Beaufort County Engineer before such CTC projects are presented to the Public Facilities Committee and County Council for approval and projects, are awarded to contractors. SCDOT projects shall be submitted to the appropriate personnel at the SCDOT for agency implementation and project management scheduling.

The SCDOT "C" funds are apportioned to each County as part of the annual July through September state budgeting process in the following manner utilizing the baseline of data as related to Beaufort County:

- One-third of total funds (587 square miles or 1.95%) based on the ratio of the land area of the county to the land area of the state

- One-third of total funds (162,233 county population or 3.51%) based on the ratio of county population to state population as determined by the latest ten-year census, and
- One-third of total funds (1,510 miles or 2.34%) based on the ratio of rural roadway mileage in the county to rural road mileage in the state.

The allocations provided by the SCDOT to Beaufort County are structured along the following guidelines:

- Total Beaufort County "C" Funds allocation by the state physical year is the State Funding Year (SFY) 2017/18 equals \$1,958,500.
- SCDOT donor fund provided to Beaufort County are apportioned based on a ratio of the county's user gasoline tax fees contributed more than its "C" fund apportionment to the total excess contributions of all South Carolina counties. SFY 2017/18 Beaufort County Donor Bonus allocation equals \$330,961.

To assist with the planning process, it is a guideline of the CTC to achieve and maintain a half-million dollar reserve fund for unscheduled program request to assure a timely response to such occurrences. Such application shall be presented by the district representative of the CTC for which the individual request is located to include a completed petition by the residents, supporting documentation from the Director's of Engineering, Public Works or Traffic Engineering to support such a request and photographic documentation of the physical site conditions, project estimate for rehabilitation and prior justification based upon the Pavement Management System's (PMS) rating factors.

Beaufort County, through the Engineering, Public Works and Traffic Engineering may provide when it is cost beneficial to offer the following services for each project:

- Design criteria per the approved Beaufort County design and engineering standards
- Accepted national traffic engineering standards in keeping with SCDOT procedures for traffic management and construction practices
- Annual roadway maintenance operational cost
- Accepted CTC principles for PMS rehabilitation of paved roadways within the appropriate system
- Acquisition of right-of-way (R/W) In the ability to permit construction of the requesting roadway in keeping with Beaufort County Council policy for construction and maintenance procedures.
- Procurement of construction contracts
- Project supervision and quality assurance, and
- Compliance with minority and women-owned business requirements under the current South Carolina Code §12-28-2930.

Beaufort County Engineering, Public Works, and Traffic Engineering conducted their procurement and engineering activities in compliance with applicable South Carolina law and accepted departmental design standards and critique.

Program Priorities

The goal of the CTC is to cooperate with the SCDOT in constructing and maintaining existing, and future roadways in Beaufort County in keeping with the present SCDOT "C" funds minimum funding guidelines (25% of the "C" funds received from the SCDOT gasoline tax payments). Within the Beaufort County maintained roadway system, consideration will be given to road improvements to include paving / resurfacing, widening and/or roadway realignment, extending shoulders, traffic signs/signals, intersection improvements, turn lanes, sidewalks and pavement markings. Projects will be prioritized based upon a developed five (5) year plan based upon appropriate rating summary systems prepared in cooperation with the Beaufort County Engineer's office after all pertinent information has been reviewed by the CTC. Additionally, the CTC will evaluate other capital improvement proposals based upon the individual merits of each project based upon the appropriate funding sources to address the requested improvement project.



The CTC presently utilizes several methodologies to evaluate and determine the selection process for the request for improvements to be accomplished on an annual review basis. Such methods shall include:

- Paving of dirt roads in keeping with the goals of the CTC reflects that Beaufort County presently has 86.69 miles of unpaved dirt roads in the system. One of the CTC's objectives is to improve as many of these dirt roads in the system as

financially possible, with the understanding that the community will provide the necessary R/W. Such a commitment of R/W acquisition is the responsibility of the residents to petition the County Engineer's Office with the required signatures stating the adjacent property owners will grant such R/W to permit the improvement (roadway paving, roadway rocking, etc.) to be completed. Additional standards of prioritization may be utilized in keeping with the establishment of paving dirt roads. Such a neighborhood-based request should be submitted during the first calendar quarter of each calendar year, and the County Engineer will present their technical recommendations to the CTC during the second calendar quarter of each year of all dirt roads requested to be improved upon request submitted. The CTC or their agent shall notify the neighborhood representative of the findings during the third calendar quarter of the recommendations based upon the discussions of the CTC.

Approved projects shall be programmed based upon the annual master plan of the County Engineer's Office has presented to the CTC based upon the work program and funding for such construction projects. (Attached is a copy of the necessary documentation to be completed and submitted to the County Engineer's Office.)

- In addressing the assistance to municipalities, and other qualified governmental agencies requesting CTC funding for various construction/maintenance projects, the requesting agency shall provide the County Engineer's Office with a formal request outlining the description of the project, timelines, a complete break down of the estimated cost and percentages of financial participation for the funding requested of the CTC. All projects are to comply with the established guidelines of accepted projects (sidewalks, paving, resurfacing, etc.) as outlined by this organizations established procedures. Such request is accepted on an annual basis during the first calendar quarter in keeping with the timelines of the requesting the paving of dirt roads to permit a structured planning process for allocation of programmed funds under the guidelines of the CTC. Attached is a copy of the necessary documentation to be completed and submitted to the County Engineer's Office.

Pavement Management Systems

In 2016/17 the CTC implemented the utilization of the Pavement Management System (PMS) to establish asphalt pavement rehabilitation and upgrading of the county and SCDOT secondary roadway systems through an established engineering management system. Pavement management is the process of planning the maintenance and repair of the counties road network to optimize the life cycle of pavement conditions. The PMS process incorporates life cycle costs into a more systematic approach to minor and significant roadway maintenance and

rehabilitation projects. The needs of the complete system, as well as the budgeting projections, are considered before improvements are implemented. Pavement management encompasses the many aspects and tasks needed to maintain a quality pavement inventory, and ensure that the overall condition of Beaufort County road system will be sustained at an established level.

As part of the PMS, the county selected a qualified pavement engineering firm to assist as the central project point of data collection, analysis and development of a multi-year work program to assure the successful implementation. Specific points of data collection included the roadway conditions, R/W data collection such as signage, width and related information and the conversion to a Geographic Information System (GIS) that works in concert with the counties public access county mapping system.



When breaking the paved roadway system down of the county system, the survey reflected that sixty-eight (68%) percent (148.24 miles) of the system is in "good" condition, twenty-six (26%) percent (48.95 miles) are in "fair" condition, four (4%) percent (5.47 miles) are in "poor" condition and two (2.0%) percent (1.58 miles) are in "very poor" condition.

The second phase of managing the pavement system is to address solutions to the various points of inspection by determining the most cost-effective resolution with the most extended pavement life as the return of capital improvement. In identifying the three treatment alternatives (preservation, rehabilitation, and

reconstruction), specific data is measured, and precise pavement values are established in concert with the SCDOT inventory process. Known as Pavement Quality Index (PQI), which takes into consideration:

- Pavement serviceability index (PSI) is used represent roughness
- Pavement distress index (PDI) is used to represent distress and
- Pavement quality index (PQI) is used to represent an overall condition index

When considering all, the objectives are to define a selected process of upgrading the selected segments of the roadway by the utilization of one of several treatments of an upgrade. Alternatives to be considered include:

	PQI	PCI	Classification	LOS	Treatments
Preservation	3.7-50	85-100	Very Good	A	Fog seal, rejuvenator
Preservation	3.0-3.6	70-85	Good	B	Slurry seal, chip seal, micro-surface, stress-absorbing membrane interlayer
Rehabilitation	2.2-2.9	60-70	Fair	C	Hot mix asphalt overlay
Rehabilitation	1.8-2.1	40-60	Poor	D	In-place recycling, hot mix asphalt overlay
Reconstruction	0.0-1.7	0-40	Very Poor	E	Full depth reclamation, cement reinforced

In accomplishing the objectives of a managed county maintained pavement management system, the CTC has developed for implementation a five-year work program based upon the improvements to the very poor roadways with the correct engineering principles with an average two-million (\$2,000,000) dollar allocation for corrective contractual services. (Attached in the appendix is the 2017/18 Five Year Program for review.)

Qualified governmental agencies may submit their listings of municipally maintained roads for consideration as part of the CTC's PMS program. Such a

submission will be to list all roadways (starting and ending points) with mapping details for inclusion as part of existing procedures of the PMS evaluation system. Upon successful completion of the pavement evaluation process, municipal roadways may be incorporated into the counties PQI system for future consideration by the CTC to apply the most beneficial life cycle rehabilitation program to be utilized as part of the countywide system.

Dirt Road Acceptance to the System

Within the boundaries of Beaufort County, there are several hundred miles of private dirt roads that fall into several categories of private maintenance. The existing county policy (policy statement 15 & 17) outline established guidelines for accepting such roadways into the county system.

Based upon the excessive cost of accepting and upgrading such private roadways, the CTC recommends that all privately maintained dirt roadways shall be brought up to accepted paved County Engineering Department design standards to include all the necessary right of way and drainage easements in advance of consideration.

Alternatives for the construction of applicant dirt roadways seeking transfer into the county's roadway system include:

- Adjoining property owners may wish to create a special tax district in keeping with county guidelines for the construction of such roadways, and/or
- Property owners may utilize engineering and construction firms on their own to construct an improved roadway. This development effort should include right of way, drainage easements and construction plan to be inspected in advance and during the construction phase by the appropriate office for possible acceptance into the public system.

Prioritizing Projects

The CTC will use information from the SCDOT, Lowcountry Council of Governments (COG), the Beaufort County Engineering, Public Works and Traffic Engineering Departments, and from the municipalities concerning the condition of secondary roads and bridges in the state and all county systems to determine their appropriateness for capital improvements and/or expansion of the existing transportation-related systems. All qualified agencies wishing to request the utilization of CTC funds shall submit the appropriate project sheets as previously outlined.



The CTC, through the Beaufort County Engineer's Office, will rate and evaluate all local roads, not in the State system utilizing the PMS process and may choose to solicit recommendations and input from local officials, citizens, and neighborhood associations in accordance with the approved Beaufort CTC paving and dirt road improvements rating systems via established roadway resurfacing procedures, and accepted design criteria for transportation system improvements. The CTC will utilize the most recent engineering reporting tools to assist in the development and implementation of a county roadway master plan.

The CTC shall review recommendations presented by the County Engineer on behalf of County Council and will consider proposals submitted by the SCDOT Resident Maintenance and/or Construction Engineer for roadways to be improved and the appropriate guidance shall be provided in the establishment of programs of maintenance, and construction for public roads in Beaufort County.

The County Engineer in concert with the CTC will establish on an annual basis the prioritization of projects as part of this report during the fourth calendar quarter for submission to all the appropriate parties of CTC interest.

Equal Consideration

A goal of the CTC is to meet the transportation needs of the entire county and State roadway system to include the municipalities as appropriate. Consideration will be given to the distribution of funds and projects among the eleven (11) County Council districts and including all municipalities within the County based upon accepted CTC engineering guidelines and principles. The CTC will not utilize an allocation or quota system for distribution of projects for the political districts, yet shall use such factors as population, traffic studies, road rating systems, environmental impacts, R/W acquisition, numbers of households served, and similar considerations.

Resurfacing and Rehabilitation of Roadways

The CTC will allocate such funds as it deems appropriate on an annual basis for resurfacing utilizing adopted PMS evaluation procedures or related qualified applications for roadway repair and roadway upkeep of existing secondary State and County pavement roads and bridges.

Revision of the Plan

The CTC will annually review and revise the County Transportation Committee Plan (CTCP), make changes, or deletions, and shall be submitted to SCDOT for approval for implementation.



Craig L. Gordon, Chairman
Beaufort County Transportation Committee

CTC Approved: September 20, 2017
Amended: November 15, 2017
Proposed amendment: January 17, 2018