

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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D. PAUL SOMMERVILLE
VICE CHAIRMAN

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COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE

Monday, December 2, 2019

3:30 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 – 3:30 p.m.**

2. **PLEDGE OF ALLEGIANCE**

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

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF MINUTES** (backup)
A. November 4, 2019

5. **CITIZEN COMMENTS** (Limited to 3 minutes and Comments must be regarding agenda items only)

6. **PRESENTATIONS**

A. Presentation of Current County Leases coming up renewal – Ashley Jacobs, County Administrator (backup)

7. **DISCUSSION**

A. Daufuskie Island Ferry service landing options - David Wilhelm, ACA Public Works & Sustainability (backup)

B. Prospect Road on Daufuskie Island - Rob McFee, Director of Construction, Engineering & Facilities (backup)



- C. Discussion of Proposed Driveway Improvements to the Disabilities & Special Needs home at 2700 Waddell Rd, Beaufort - Mark Sutton, Facility Management Deputy Director and Bill Love, DSN Director ([backup](#))**

8. ACTION ITEMS

- A. Consideration of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a right of way owned by Beaufort County known as Cassidy Drive off Buckwalter Parkway in Bluffton Township South Carolina - Rob McFee, Director of Construction, Engineering & Facilities ([backup](#))**
- B. Recommendation to Award Hoffman Brothers the contract for the replacement of a water heater for the Beaufort County Detention Center in the amount of \$287,357 - Dave Thomas, Purchasing Director, CPPO and Mark Roseneau, Director of Facilities Management ([backup](#))**
- C. Consideration of a request to Purchase one new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, a State Contract Vendor for the Publicworks Department in the amount of \$121,361.21 - Dave Thomas, CPPO, Beaufort County Purchasing Director ([backup](#))**
- D. Consideration of a Resolution to Commission an Animal Service Officer - Phil Foot, Assistant County Administrator for Public Safety ([backup](#))**
- E. Value Engineering's Jenkins Island Safety Improvement Recommendations - Rob McFee, Director of Construction, Engineering & Facilities**

9. BOARDS AND COMMISSIONS REAPPOINTMENTS

- A. Reappointments of Christopher Campbell, Pamela Floyd, Joan Gualdoni, Eileen Hutton, and Carol Murphy to the Keep Beaufort County Beautiful Board ([backup](#))**

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10. ADJOURNMENT

**MINUTES
PUBLIC FACILITIES
November 4, 2019**

Council Chambers, 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, Michael Covert, and Joseph Passiment.

Absent: Mark Lawson

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

Staff: Ashley Jacobs, County Administrator; Chris Inglese, Deputy County Administrator; David Wilhelm, ACA Public Works & Sustainability, Rob McFee, Director of Engineering and Infrastructure,

Media: Joe Croley, Low country Inside Track

CALL TO ORDER

Councilman Flewelling called the meeting to order at 3:30 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 Hervochon, seconded by Councilman Glover to approve the agenda as presented. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed.

CITIZEN COMMENTS

No Citizen Comments

DISCUSSION

A: Solid Waste and Recycling Update – David Wilhelm, ACA Public Works and Sustainability.

Mr. Wilhelm: Creating a public works enforcement officer to be able to enforce ordinances and specifically, for the misuse of the convenience centers and littering from haulers on the road. Convenience centers, contract with goldsmith resources, evaluating all current convenient center usage and evaluating and recommending the effectiveness the safety of the centers. Receiving report next week and coming back to committee with the recommendations.

Councilman Flewelling: Is that going to include the cost or estimate to redesign for MS4 compliance.

Mr. Wilhelm: Yes, that is one of the issues. 9 out of 11 convenience centers are not in compliance with storm water requirements. Part of the recommendation will be how we can comply. Processing of single-stream recyclables from Sun City. The residents of Sun City have a curb side collection program. In the past it has been a form of revenue, with the change in the recycling market this service now it is costing to operate. After negotiations with Waste Management, they are going to be providing that service at no charge it became effective in September. Waste Management contract, estimated annual cost \$640,000.00. This is for Waste Management collecting the recyclable material from the convenience centers. We are looking at reducing the cost while increasing the level of recycling even though the cost of recycling is rising. Looking at starting the glass recycling ourselves as part of reducing the cost and producing a sand product.

Councilman Covert: Are you creating any more jobs with this facility?

Mr. Wilhelm: We hope too; we are also starting a latex paint recycling program. Solidifying the paint and consolidating and trying to find another use for it. For both of these pilot programs we are going to be using existing staff. If they are successful and we can save a substantial amount of money, we will be able to fully staff these centers moving forward.

Councilwoman Howard: The glass recycling is not going to be covering the municipalities on the convenience center in Bluffton.

Mr. Wilhelm: Initially starting out with just Bluffton. Bluffton produces enough glass by themselves. 125-150 tons a year. The machine that we are using for the pilot program has limited productivity so Bluffton is all that we will be focusing on. If the pilot program is successful we will look into buying bigger machines.

Councilman Passiment: Is it all glass, doesn't matter what color?

Mr. Wilhelm: Yes, all glass and all colors. We have met with three Counties, Jasper, Colleton, And Hampton who are willing to work together on a regional approach. We will have a much better product and a better recommendation. We are retaining consulting services which all four counties will be sharing the cost of that contract equally. We are looking at transfer stations and it gives us an advantage looking at regional sites instead of just Beaufort County.

Councilman Flewelling: What about alternative use for old newspaper.

Mr. Wilhelm: We collect about 45 tons of newspaper a year. We are going to work with Animal

Services to provide bedding. Animal Services currently uses towels in the kennels for bedding. By us taking that newspaper and shredding it we can find an alternative use for the newspaper instead of paying to outsource the use or a processing fee. If successful, we can look into expanding that use to other. We are able to create an enterprise fund. It will not have a net change to the residents of Beaufort county but we will be able to fund the solid waste program for collecting fees from the enterprise fund. Hopefully established by fiscal year 2021.

Councilman Flewelling: Collecting fee per household and removing that from general fund.

Councilman Glover: Will we need a board for that?

Mr. Wihlem: We are looking into that. That is one of the aspects that the consulting service will be focusing on. It could be similar to the Beaufort Jasper Water Authority Board a bi-county or regional board.

Councilman Rodman: Sea Pines has a glass grinding machine. On the transfer station, we are looking at a regional transfer station. Going down this road before it was unsuccessful. We need multiple transfer stations.

Mr. Wihlem: The glass grinding machine we are using for the pilot program is from the same manufacturer just a step above what Sea Pines has. We are looking into all aspects. We probably need small transfer stations in Hilton Head, Bluffton etc. and then a larger transfer station regionally.

Councilman Glover: In the past there have been problems, as we move forward we need to do a better job of marketing the program. I have seen a transfer station in the city and you don't even know that it's a transfer station.

B. Update on Value Engineering Activity- Jennifer Bragg, J. Bragg Consulting Incorporated.

Ms. Bragg: This is an update only. Looking at proposed Jenkins Island "Superstreet Intersection" design and its relationship with the six alternatives for US 278 Corridor Improvements. The original superstreet design was an independent project before the Corridor Improvement project. At the time it was developed it was financially feasible based on the program the county has in place. We are looking at other immediate improvement options on Jenkins Island, in place of the superstreet, now that the Corridor project is in place. Also, potential immediate improvements to Squire Pope Road Intersection. Squire Pope filters traffic into and out of Hilton Head and it backs because of the on to traffic it will back up over the bridges and into the Bluffton. It also affects how Jenkins Island operates with the three intersections. The accident data is not related to the intersections but related to the congestion. We will be looking at any improvements to Squire Pope for that reason. Our Methodology is to evaluate and analyze existing/current accident data along US 278 on Jenkins Island specifically around Blue Heron Point, Windmill Harbor/Heinrichs Court and Jenkins Road. We will be reviewing existing plans, studies, conclusions for proposed improvements. Evaluating SCDOT road safety audit findings and recommendations for US 278 east of Moss Creek intersection. Analyze the 6 proposed reasonable alternatives and proved recommendations for immediate term roadway safety improvements on US 278 across Jenkins

Island to Squire Pope Road. Our data review includes road safety audit developed by Stantec for SCDOT, obtained current accident data, Synchro Analysis/simulations at Squire Pope Road and across Jenkins Island, traffic analysis and counts from town of Hilton Head Island HDR, KCI, also looking at all existing, proposed, and future improvements. Our potential solutions, Jenkins Island Options; retain and implement current “superstreet” design or modify median crossovers to improve access and Squire Pope Options; improve existing third lane through intersection, improve existing third lane and modify signal, or improve signage and lane markings. The schedule, we have completed and started most of the data schedule and evaluating all the data to date and started the synchro models to provide a viable solution. We will then compare solutions and prepare report for finalization for submission to committee.

Councilman Flewelling: What is the projected end date for completion of your part of the project?

Ms. Bragg Around Thanksgiving.

Councilman Hervochon: We received a letter from windmill harbor that SCDOT have not been involved in this process, how do we reconcile that.

Ms. Bragg: Rob and myself have been in contact with SCDOT they aware of the process of what we are going through.

Councilman Hervochon: Is it fair to say that SCDOT will be approving your recommendations?

Ms. Bragg: We will coordinate our finale design with SCDOT for their approval.

We are hoping to have the final discussion at the next Public Facilities meeting on December 2, 2019.

C. Pathways Project Design Services- Rob McFee, Director of Construction, Engineering and Facilities.

Mr. McFee: Last discussion on this, the design fee was 25-30% which is admittedly very high. There is a good bit of risk associated with this project. Prior to that meeting the schedule of value was on an hourly basis, it was cost plus basis. There were some concerns not to exceed 3m value. It was discussed since then that this committee could award something less not to exceed \$500,000.00 for design project.

Councilman Flewelling: Would you still be able to use the preferred firm

Mr. McFee: That firm was the highest ranked. That would not be a problem, it would be part of the negotiation. You would be able to set a limit.

Councilwoman Howard: What doesn't get done?

Mr. McFee: It allows us to get into the process. It lets us discuss what other sources of funding we have available. It was \$22M worth of work the referendum was \$10M of that. \$3M was high for

that and you have allowed us to go back and get something underway at a lower cap. It will let us move along with the project and get some imperial numbers. 1 mile of trail is ½ million, roughly, and that is without the right of way. That is the big question. How much work is it going to be to get right away. We don't know how that is going to play out. Sometimes we get a lot of resistance especially when it comes to property issues.

Councilman Flewelling: the services that you are outlining to us may reveal opportunities for significant cost savings. If there is a piece of property that is in the path way that may be up zoned or there is some type of development agreement with the county or one of the municipalities we may be able to include a frontage side walk that will be funded by the developer and take that cost of us. I do believe \$3M is too much to spend or sell to the public.

Councilman Rodman: Does the work relate to the project that we are prioritize or the total potential pathways in realm.

Mr. McFee: -10Yes the \$3M it is for the projects that we prioritize of what was established.

Councilman Rodman: In these types of cases we would have an engineer's estimate that purchasing can work against in negotiations.

Mr. McFee: It could that way. In this particular case, I would like the cap set a lot lower rate bust still have the hourly reimbursable that will allow us to control the cost and we only pay off what we get and that allows us to see if the consultant is bring us a good return.

Councilman Flewelling: will we be able to potentially do some parts in house that we haven't been able to do.

Mr. McFee: That is correct

Councilman Rodman: The lower end would be better it should be a staff recommendation. There may be some work on pathways, you may evaluate a path and see you can't get the right of way so you have to move on to the next one. Can just relay it with just the cost because you may run into problems

We want to minimize the dollars spent until the citizens will embrace that pathway and eliminate the chance of them not liking the pathway and giving them something they don't want.

Rodman: we had a discussion about design build we may put ourselves in a position where we select and some to do a design build which means we have automatically selected someone to design and build usually two different companies, one designs and one builds. You can still bid the pieces for the construction when the times comes. You can still be in the design and award a contract for the foundation so those two things can overlap in a design build

Mr. McFee: These pathways are not dependent on another piece of infrastructure to be done they usually stand alone and we can see that throw the process whatever kind of economies present themselves we will explore.

Councilman Rodman: On the 278 project the SCDOT are looking at design build and we come out of the EA 30% of the design will be done and we can move quicker to the build and dot said you separate the sections as far as the design build once you have an alternative. You can go ahead and accelerate any piece once we know what the final solutions is.

Mr. McFee: This is just for design services, if you want a staff recommendation it will be \$750K.

Councilman Glover: The approach you are recommending at this time; a lot can be done inside house. When it is time for the work to be done can we reach out to local, smaller contractors that could possibly do the job.

Mr. McFee: We've tried that before but we run into a bond and insurance issue. Bond, Insurance, and licensing have to be in place for us to subcontract/contract work out. That would be more in the construction phase and not the design phase.

Councilman Flewelling: It has always been out position to have small businesses bid on these types of projects. I believe it is right for action. CCC already has a recommendation for 3Million, since it already has that this committee doesn't need to do anything we just need to be aware. At county council will have the position to amended services and recommendation from \$3M to \$750,000.00.

Motion: It was moved by Councilman Rodman, seconded by Councilwoman Howard to add \$750,000.00 cap to be negotiated contract. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson.
The motion passed.

Recommendation: Forward to County Council for approval.

ACTION ITEMS

A. Consideration of an Ordinance Authorizing the Execution and Delivery of an access Easement- Frederick Heritage Preserve- Rob McFee, Director of Construction, Engineering, & Facilities

Mr. McFee: The process where the access to fort Frederick, the access is down old fort road, the County bought a condemned parcel at the end of old fort road that connects with Department of Natural Resources Property Heritage Preserve which then in turns meets with our rural and critical Property on the river as well. So we have two adjacent properties in the public domain and what Department of Natural Resources would like for us to do is add an access easement to the Counties property on old fort road so that there is documentation that they can go across us property to get to their property.

Councilman Flewelling: Do you see any disadvantage to this? Are they going to be using other than for access to their property?

Mr. McFee: No disadvantage to Beaufort County.

Motion: It was moved by Councilwoman Howard, seconded by Councilman Passiment to consider an ordinance authorizing the execution and delivery of an access easement on Old Fort Frederick Heritage Preserve. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed.

B. Consideration of a Resolution to commission Public Works Enforcement Officer- David Wilhelm, ACA Public Works & Sustainability.

Mr. Wilhelm: Staff is recommending commissioning Artrell Home as the enforcement officer within the public works department to control misuse of county convenience centers and boat landing and to enforce litter laws. This position will be able to reduce the amount of contractors and out of county residents using the convenience centers. Additionally, the enforcement officer will monitor and enforce litter laws to reduce the amount of roadside litter from commercial haulers and private vehicles.

Councilwoman Howard: The Sheriff's Department for years says they have two enforcement officers for litter. Is that still coming out of our general county budget? As far as public dumping will that still be covered by Sheriff's department?

Mr. McFee: It use to come out of our county budget, but it no longer does. Public dumping will be a part of the enforcement officer's responsibilities.

Councilman Covert: I'm seeing him needing several people really quick. What is your plan?

Mr. McFee: This is the first step to try to work within our budget, something additional will be added to next year's budget.

C. Transportation Impact fee credit request – Eric Greenway, Community Development Director.

Mr. Greenway: Home to Suites facility out at parris island gateway 21 and county shed road. Due to the construction the city of beaufort did a traffic study which revealed that the intersection of parris island gateway and county shed road was operating at a level F. The current conditions prior to this project being built the approximate wait time was 5 minutes after this facility has been built out the wait time at this intersection would go to about 10 minutes. They recommended some relief mechanism be included in there. The city of beaufort requested that Mr. Hornsby put in a d cell lane on 21 and place an easement across that connects county shed road to 21. That cost him approximately \$231 and is now requesting that it be considered to be eligible for an impact fee credit for \$60,688.84 to be used for future construction. The problem with this is the impact fee credit ordinance, staff position is that any time transportation approvements are done solely as a result of private development that they are not eligible to impact fee credits. Staff recommened denial.

The D cell land and the connector between county shed road and 21 and that future additional was that mandated by SCDOT or City of Beaufort or both.

It was recommended from the traffic study and mandated by the city of beaufort.

1. Hornsby- D Cell lane is very expensive, it is to serve as a shortcut. It will be extended to eastern boulevard. We are under the second phase of True Hotel by Hilton. The pathway was a very expensive tunnel to have to put in and would like for you to consider the impact fee credit.

Councilman Flewelling: Is it eleviating any traffic?

Mr. Hornsby: Yes, it is eleviating traffic turning right entering Parris Island Gateway. It has been deeded over to the city so we can't close it or put up a guard gate or toll booth.

Councilman Hervochon: How many more situations like this do we have?

Mr. Greenway: You have to take each individual situation case by case basis. This an option in the transportation impact fee ordinance. If a developer goes out and spends money on the transportation system and it is an improvement they don't have to pay impact fees but in return receive a credit.

Motion: Moved by Councilman Sommerville, seconded by Councilman Passiment to approve the \$60,888.84 impact fee credit for the development of True Hotel. The Vote. YAYS – Councilman Rodman, Councilman Sommerville, Councilman Passiment, Councilman Flewelling, and Councilman Covert. NAYS- Councilman Hervochon, Councilwoman Howard, Councilman Glover, and Councilman Dawson. The motion carries.

Recommendation: Forward to County Council for approval

D. Approval of a contract for Janitorial Services for Beaufort County in the amount of \$409,073.04- David Thomas, CPPO, Purchasing Director.

Mr. Thomas: Beaufort County issued a Request for Proposals (RFP) to vendors capable of providing janitorial services for Beaufort County facilities located both North and South of the Broad River for a total of 53 buildings. The intent of the RFP is to select the most qualified responsive/responsible vendor whose schedule of service, support, and price is in the best interest of Beaufort County. A&B Cleaning Services is the current incumbent, retained in whole or in part since July 1, 2014. Expenditure since starting is \$3Million +. Current contract commenced in July 1, 2018 and ended June 30, 2019 and was extended for three months ended on September 30, 2019. County opted to exercise opportunity to review market costs and level of services with new janitorial services solicitation and received five proposals on August 14, 2019. Proposed contract affects 53 facilities geographical complexity, varied uses, needs and operation hours, contractor providing all staff and supplies, TSA background checks, exposure and infections disease control plan, DSN cleaning 14 county facilities. RFP dates: 7/2/19 – 8/14/19. Advertisement methods used; county website, legal notices, E-mails to 50+ known janitorial vendors, county hosted one

pre-proposal meeting, Beaufort Regional Chamber of Commerce, and Dodge Data & Analytics. 5 Proposals were received. 4 local vendors and 1 out of state vendor which is our current vendor. Staff evaluation panel was made up of the Facility Management Director, Airports Director, Library Director, Assistant County Administrator, Public Safety, and Assistant County Administrator, Civic Engagement & Outreach Division. Purchasing Director facilitated the process. Top 3 firms were interviewed. Staff Recommends A&B Cleaning Services, Inc.

Motion: It was moved by Councilman Glover, seconded by Councilman Sommerville to approve the contract for janitorial services for Beaufort County in the amount of \$409,073.04. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson. NAYS- Councilman Hervochon. The motion passed.

Recommendation: Forward to County Council for approval.

E. Approval of a contract for the purchasing of a bucket truck from Global Rental Co. Inc. in the amount of \$98,000.00- David Thomas, CPPO, Purchasing Director.

Motion: It was moved by Councilman Covert, seconded by Councilman Passiment to approve a contract for the purchasing of a bucket truck from Global Rental, Co., Inc. in the amount of \$98,000.00. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed.

8. BOARDS AND COMMISSIONS REAPPOINTMENTS

A. James Clark, District 6, to the Stormwater Management Utility Board.

B. Patrick Mitchell, District 7, to the Stormwater Management Utility Board.

Motion: It was moved by Councilman Sommerville, seconded by Councilman Passiment to reappoint James Clark, District 6 and Patrick Mitchell, District 7 to the Stormwater Management Utility Board. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed.

ADJOURNMENT

Meeting adjourned at 4:53 pm

Ratified by Committee:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Discussion of leases expiring in 2020

Council Committee:

PFCCommittee

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

ORDINANCE 2018 /19

AN ORDINANCE TO PROVIDE FOR APPROPRIATIONS FROM THE LOCAL ACCOMMODATIONS OR HOSPITALITY TAX FUND TO THE SANTA ELENA FOUNDATION IN THE AMOUNT NOT TO EXCEED \$100,000 TO PROVIDE FOR FEES ASSOCIATED WITH A TWO-YEAR LEASE EXTENSION FOR PROPERTY KNOWN AS THE DOWLING FAMILY LOT

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

WHEREAS, pursuant to Ordinance 2018/01 County Council authorized a two-year extension for the lease with Santa Elena Foundation for the Federal Courthouse property at 1501 Bay Street; and

WHEREAS, Ordinance 2018/01 deferred the issue of the cost for the lease of the parking lot adjacent to the Federal Courthouse building pending a review of the financial records of the Santa Elena Foundation; and

WHEREAS, after a review of the Foundation's finances it being apparent financial assistance to cover the cost of the parking lot lease is needed to continue the Foundation's operations at the Federal Courthouse location; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens and visitors to renew the parking lot lease at the Federal Courthouse commensurate with the terms of the building lease for the next two years and that the source of funds for the parking lot lease come from Accommodations/Hospitality Tax; and

WHEREAS, the Finance Committee, at its May 7, 2018 meeting, unanimously recommended appropriating to the Santa Elena Foundation up to \$50,000 per year for two years from Accommodations/Hospitality Tax funds for the purpose of paying the cost of the parking lot lease associated with the Federal Court building lease.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that up to \$50,000 per year for two years is hereby appropriated from Accommodations or Hospitality Tax funds to the Santa Elena Foundation for the purpose of covering the cost of the parking lot lease associated with the Federal Courthouse building lease.

Adopted this 11th day of June, 2018.

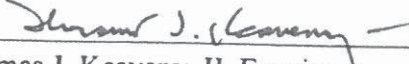
COUNTY COUNCIL OF BEAUFORT COUNTY

By:



D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

First Reading: May 14, 2018

Second Reading: May 29, 2018

Public Hearing: June 11, 2019

Third and Final Reading: June 11, 2018

Chronology

- Third and final reading approval occurred June 11, 2018 / Vote 10:0
- Public hearing held June 11, 2018
- Second reading approval occurred May 29, 2018 / Vote 11:0
- First reading approval occurred May 14, 2018 / Vote 11:0
- Finance Committee discussion and recommendation to approve ordinance on first reading occurred May 7, 2018 / Vote 7:0

ORDINANCE 2018 / 1

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

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

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

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

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

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

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

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

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

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

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

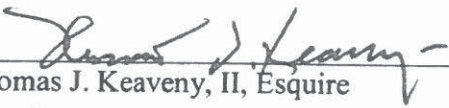
issue of the parking lot provisions of the lease shall be deferred until such time that the Foundation presents its financial records and the Finance Committee has reviewed the same.

Adopted this 8th day of January, 2018.

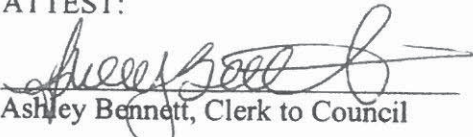
COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:


Ashley Bennett, Clerk to Council

First Reading: November 13, 2017

Second Reading: December 11, 2017

Public Hearing: January 8, 2018

Third and Final Reading: January 8, 2018

Chronology

- Third and final reading approval occurred January 8, 2018 / Vote 9:0
- Public hearing occurred January 8, 2018
- Second reading approval occurred December 11, 2017 / Vote 11:0
- First reading approval occurred November 13, 2017 / Vote 11:0
- Finance Committee discussion and recommendation to approve an amended lease extension for property located at 1501 Bay Street (known as former Federal Courthouse building), to perform all significant capital maintenance and repairs, as required, and to defer consideration of a lease extension and funding of the property known as the Dowling Family Lot until the end of fiscal year 17-18, contingent upon receipt of financial records from the Santa Elena Foundation. Discussion occurred November 6, 2017 / Vote 7:0

ORDINANCE 2015 / 6

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR
THE FEDERAL COURTHOUSE**

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

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

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

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to lease the Federal Courthouse upon such terms and conditions as provided in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Santa Elena Foundation for the use of the Federal Courthouse.

Adopted this 9th day of March, 2015.

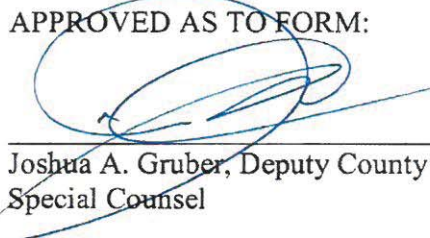
COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____




D. Paul Sommerville, Chairman

APPROVED AS TO FORM:



Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:



Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: January 26, 2015

Second Reading: February 9, 2015

Public Hearing: March 9, 2015

Third and Final Reading: March 9, 2015

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF BEAUFORT)	
)	
COUNTY OF BEAUFORT,)	
)	REAL ESTATE TRIPLE NET LEASE
Landlord,)	1501 BAY STREET
)	BEAUFORT, SOUTH CAROLINA 29902
and)	
)	
SANTA ELENA PROJECT FOUNDATION,)	
)	
Tenant.)	

This LEASE AGREEMENT ("Lease") is made as of the 23 day of MARCH, 2015 between COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, having its address at P.O. Box 1005, Beaufort, South Carolina 29901.

ARTICLE 1 DESCRIPTION OF DEMISED PREMISES

1.1 Landlord hereby leases and lets to the Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the entire building having an address at 1501 Bay Street, Beaufort, South Carolina 29902, consisting of approximately 12,394 total square feet (the "Demised Premises"), together with the exclusive right to park on the land and access across the land described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Land").

1.2 Continued occupancy of the Demised Premises shall be deemed Tenant's acceptance of the Demised Premises in "as is" condition.

ARTICLE 2 TERM

2.1 The initial term of this Lease shall be for a period of three (3) years beginning on July 1, 2015, the "Commencement Date" and, unless terminated or extended, shall end on three (3) years following the "Commencement Date"; provided, however, that if there is no continuing event of default hereunder by Tenant, that Landlord and Tenant may mutually agree to renew and extend this agreement for such additional periods as may be agreed to by the Parties.

2.2 Notwithstanding the proceeding, no sublessee or assignee of Tenant shall have the right to exercise any renewal option as provided herein. In the event Tenant exercises its right to extend the Lease term as specified above, the terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 3
RENT

3.1. The Tenant's obligation to pay rent due hereunder shall commence on the Commencement Date. Base Rent payments shall be made monthly on the first of each month in advance, without demand, deduction or offset. In the event the Commencement Date is other than the first of the month, the rent payment for the fractional calendar month at the beginning or end of the Lease term shall be prorated.

3.2 The monthly Base Rent for the Term shall be one and 00/100 Dollar (\$1.00). During the term of the Lease, the monthly Base Rent may be adjusted by Landlord as it deems prudent and appropriate provided that Landlord shall provide Tenant with written notice no less than one hundred-twenty (120) days in advance of any such Base Rent adjustment. However, the parties shall attempt in good faith to negotiate any such increase in Base Rent prior to its implementation.

3.3 Tenant shall pay all the real property taxes, assessments, stormwater fees and governmental charges of any kind or nature levied against the Demised Premises and the Land by any municipality, county or government agency (the "Taxes") that accrue on the Demised Premises and the Land. Such payment may be made by tenant directly to the Beaufort County Tax Collector. Real property taxes shall be prorated on a calendar year basis for any partial year of occupancy or ownership based upon the Commencement Date in the event that the Lease terminates or the Tenant purchases the building from Landlord. In the event the Tenant fails to pay the Taxes within thirty (30) days after a Tax Bill is issued, Landlord may elect to pay Taxes on Tenants behalf in which event the amount of such Taxes shall be owed by the Tenant to Landlord and shall be due upon demand.

3.4 Tenant shall be responsible for paying all personal property taxes accrued on any personal property owned by the Tenant.

3.5 Tenant shall procure general liability, fire and extended coverage insurance on the Demised Premises and Land and shall name Landlord as primary insured on the fire and extended coverage insurance. The requirements for coverage are more fully set forth in Section 11.1 of this Lease.

3.6 Tenant shall be responsible for all of the reasonable costs and expenses of the operation, repair and maintenance of the Demised Premises and the Land, its interior and exterior areas, including driveways and parking areas, reasonable costs of lawn maintenance, light maintenance, snow removal, cleaning of the exterior and interior of the Demised Premises, maintenance of all Demised Premises systems, including plumbing, mechanical, electrical and HVAC, and lighting, and all other operation, repair and maintenance not specifically referenced herein as the obligation of Landlord.

3.7 Tenant shall pay all charges for utility costs for the Demised Premises, including, but not limited to water, sewer, electricity, gas, telephone, storm sewer, cable and any other utility not supplied to the Demised Premises. Tenant shall be responsible for its own janitorial services and trash removal.

3.8 Tenant shall pay all charges, costs and fees associated with the lease of the parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 4 PURCHASE OPTION

4.1 Tenant shall have the right to purchase from Landlord, and Landlord shall have the obligation to sell Tenant (the "Option"), the real property consisting of all that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina, together with all improvements consisting of the Demised Premises on such terms as may be more fully stated herein.

4.2 In the event that the Tenant exercises its Option to purchase the above described Property, the Landlord shall sell to Tenant and Tenant shall buy from Landlord the Property for a purchase price of Three Million, Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Purchase Price").

4.3 In the event that the Tenant exercises its Option under this Lease, Tenant hereby agrees to accept the purchase of the Demised Premises in an "as-is" condition with no warranty as to the condition of the Demised Premises, either express or implied.

4.4 The Option shall remain open and in effect from the commencement date of the Lease until such time as Landlord may notify Tenant in writing that the Option has been rescinded. The Tenant may exercise its option at any time during this period by providing written notice to the Landlord, either by regular U.S. Mail, facsimile, or electronic means, of its intent to acquire the Property under the terms expressed herein and as may be more fully developed in any subsequent purchase agreement.

4.5 If the Tenant timely exercises its Option, the parties shall enter into a purchase and sale agreement and the transaction contemplated by this Agreement shall be closed on or before thirty (30) days after the exercise of the Option, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Landlord shall deliver to Tenant at closing a limited warranty deed for the Property, together with a bill of sale for any and all personal property appurtenant to the Property as well as affidavit attesting to the absence of any liens, boundary line disputes, or proceedings involving Landlord which may affect title to the Property.

4.6 As a condition of the purchase and sale agreement, Landlord agrees to assign and Tenant agrees to accept, all of the rights, responsibilities, and conditions under the certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 5 REPAIR AND MAINTENANCE

5.1 Landlord may, but shall not be required to, maintain, repair and replace the roof, downspouts, gutters, foundations, exterior walls, structural or load-bearing walls of the Demised Premises and utility lines located outside the Demised Premises. However, Landlord shall take such actions as may be necessary so as to ensure that the exhibits and other contents that may be placed inside the Demised Premises shall not be harmed on the account of maintenance or repairs. Notwithstanding the preceding, Tenant shall repair, replace and pay for damage to the foregoing caused by the negligence of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Maintenance by Landlord of the exterior walls does not include windows, glass or plate

glass, doors or special entries, or other such items, which shall be maintained by Tenant. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord may, after having a reasonable opportunity to repair same, cure such defect.

5.2 Tenant shall be responsible for all maintenance and repair of the Demised Premises, except as specifically set forth in the preceding paragraph except as caused by any casualty covered by insurance on the Demised Premises. If Tenant fails to perform its repair and maintenance obligations, Landlord shall have the right to enter the Demised Premises to perform the obligations of Tenant and shall be entitled to reimbursement from Tenant of Landlord's actual costs in performing such obligations. Tenant shall reimburse such costs, as additional rent, upon demand.

ARTICLE 6 USE

6.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. However, it is understood that it is the intention of the Tenant to install a series of exhibits and other associated improvements which shall convey information pertaining to the establishment of the Santa Elena settlement by Spanish explorers. Tenant shall at its own cost and expense, obtain the licenses and permits necessary for its use of the Demised Premises and shall comply with all laws, ordinances and regulations relating to the use of the Demised Premises. Tenant shall not receive, store, use or otherwise handle any product, material or merchandise which is explosive, flammable, combustible, corrosive, caustic or poisonous, other than items typically used in office machinery or for office cleaning purposes. Tenant will not use the Demised Premises for any purpose which would render insurance thereon void or the insurance risks more hazardous.

6.2 Landlord and its agent or representatives shall have the right to enter and inspect the Demised Premises: (1) at any time during business hours for the purpose of ascertaining the condition of the Demised Premises, or (2) in order to make repairs as may be permitted to be made by Landlord under this Lease, or (3) in the last six (6) months of the Lease term or any renewal term, to show the Demised Premises to any prospective purchaser or lender. Except in case of emergency or default, Landlord shall give Tenant reasonable notice of any entry and shall make all entry with minimal interference with Tenant's occupancy and use of the Demised Premises. In the event of an emergency, Landlord will provide notice to Tenant of the entry as soon as reasonably possible thereafter.

ARTICLE 7 ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not sublet the Demised Premises or assign this lease without the prior written consent of Landlord. Landlord may withhold its consent for matters relating to the proposed use of the Demised Premises by the new tenant, its creditworthiness, willingness of the proposed new tenant to provide appropriate security deposits or guaranty in order to establish security for the tenant's obligation (such matters having been waived for Tenant), or for any other reason deemed appropriate by Landlord in considering whether Tenant shall have the right to assign or sublease the Demised Premises.

7.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by an assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by the Tenant.

ARTICLE 8
LANDLORD'S REPRESENTATION AND WARRANTIES

8.1 Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Property and Demised Premises and that title is marketable and, to Landlord's knowledge, title is not subject to any defects or encumbrances which would prohibit the intended use of purchase Option of the Demised Premises as contemplated by this Lease; Landlord has full right, power and authority to execute and deliver this Lease and purchase Option and to grant to Tenant the exclusive use and possession of the Demised Premises.

(b) Landlord has received no notice that the Property or the Demised Premises, or any portion thereof, is being condemned or taken by eminent domain or that such proceedings are contemplated by any lawful authority;

(c) There is available to the Demised Premises public water, gravity fed sanitary sewer, storm sewer, electricity and telephone service; and

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by anyone claiming under Landlord.

ARTICLE 9
TENANT'S COVENANTS

9.1 Tenant covenants and agrees that it shall:

(a) Pay rent when due, provided that should Tenant fail to pay Rent upon its due date, Landlord shall give Tenant notice in writing to pay same and Tenant shall have fifteen (15) days after receipt of such notice to pay the Rent before Tenant shall be in default;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease with normal wear and tear excepted. Tenant shall not be obligated to make any repairs arising out of or in any way caused by (1) settling of the building in which the Demised Premises are located, or (2) defects in the Demised Premises as a result of the initial construction, including labor, workmanship, materials, fixtures or equipment, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises and all other provisions contained within this Lease Agreement; and

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises.

ARTICLE 10
ARCHITECTURAL BARRIERS

10.1 Landlord represents that, to its actual knowledge, the Property and Demised Premises comply with all applicable state and federal laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Property and Demised Premises, or any part thereof by aged, disabled or physically handicapped persons.

ARTICLE 11
ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1 Tenant may, with prior written consent of the Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Alterations") at its sole cost and expense. Each such Alteration shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations.

11.2 Tenant agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or contained within the Demised Premises that is not utilized by Tenant shall be properly stored and cared for during Tenant's possession of the property. Such items shall not become the property of Tenant or a part of the realty no matter how affixed to the Demised Premises and shall be returned to their prior location and condition within the Demised Premises upon the expiration of this Lease Agreement.

ARTICLE 12
FIRE AND CASUALTY DAMAGE

12.1 Tenant agrees to acquire fire and hazard insurance coverage for the building in which the Demised Premises are located in such amounts as may be necessary to fully insure the Demised Premises, which at no time shall be less than the amount indicated as the purchase option price identified in Article 4 above. The policy shall name Landlord as the primary insured. The policy may be a part of a master policy obtained by Tenant, but must provide that all casualty losses are paid to Landlord. Tenant shall provide to Landlord within five (5) days after the execution of this Lease a copy of the policy referenced herein.

12.2 If the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph 12.1 above, Tenant shall give immediate written notice thereof to Landlord.

12.3 If the Demised Premises should be totally destroyed or if damaged or destroyed in the final year of the Lease term, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such Damage, this Lease may be terminated by Landlord or Tenant, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of occurrence of such damage. Notice of intent to terminate must be delivered within twenty (20) days after Landlord gives Tenant written notice of its estimate of repair time. Landlord shall provide notice of estimated repair time within thirty (30) days after notice of the damage.

12.4 If the Demised Premises should be damaged but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, and if such damage is not in the last year of the Lease term, this Lease shall not terminate, and Landlord shall, at its sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Demised Premises to substantially the same condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair, or replace any part of the additions or improvements which may have been placed in, on or about the Demised Premises by Tenant. If the Demised Premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be reduced or abated entirely to such extent as may be fair and reasonable under all of the circumstances. If any damage shall be caused by the Landlord, then the Landlord shall be responsible for repairs of such damage.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Demised Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have no obligation to repair or restore the Demised Premises and, upon written notice thereof delivered to Tenant, may terminate this Lease.

12.6 Landlord hereby waives and releases all rights of recovery which it might otherwise have against Tenant, its agents and employees, for loss or damage to Landlord's property under the provisions of this Lease to the extent the same are recoverable by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its agents or employees. Policies required to be maintained by Landlord, or on Landlord's behalf hereunder, shall contain waivers of subrogation by the insurers against Tenant and endorsements authorizing Landlord and Tenant to execute mutual releases as between themselves. Tenant hereby waives and releases all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to the Tenant's contents furniture, furnishings, fixtures or other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees. Policies required to be maintained by Tenant hereunder shall contain waivers of subrogation by the insurers against Landlord and endorsements authorizing Tenant and Landlord to execute mutual releases as between themselves.

12.7 The obligation of the Landlord in this Section 12 to repair and restore the Demised Premises and the building as herein provided, does not include an obligation of the Landlord to repair trade fixtures, equipment, or personal property of Tenant, which Tenant shall insure for its benefit.

12.8 The period of time within which repair and restoration of the Demised Premises must be completed shall be extended due to delays occasioned by force majeure. In the event of any termination pursuant to this Section 12, any rent paid for the period beyond the date of damage shall be returned to Tenant and the parties shall have no further rights or obligations hereunder.

ARTICLE 13 INSURANCE

13.1 The Tenant shall be responsible for obtaining and maintaining its own insurance coverage protecting it from loss, damage or injury by whatever means with respect to all furniture, fixtures, machinery, equipment, stock in trade, and all other items used or maintained by the Tenant in, on or about the Demised Premises.

13.2 At all times during the term of this Lease, Tenant shall keep in full force and effect a commercial general liability policy insuring against bodily injury, including death, or damage to tangible property in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) per person arising from a single occurrence or Six Hundred Thousand and No/100 Dollars (\$600,000.00) total sum per occurrence. Tenant shall furnish to Landlord a certificate of insurance evidencing coverage as set forth in this Section 13.2.

ARTICLE 14 CONDEMNATION

14.1 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Demised Property shall occur.

14.2 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would not prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced in an amount that shall be reasonable under all the circumstances, effective when the physical taking of the Demised Property shall occur.

14.3 In the event of any such taking or purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be provided in any condemnation proceedings other than those specifically awarded Tenant for a taking of Tenant's personal property, loss of use, or loss of business and moving expenses.

ARTICLE 15 EXEMPTIONS

15.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment of, furnishing or providing to Landlord of any of the following:

(a) Security deposits for rent or other damages to be paid by the Tenant pursuant to this Lease or for service or items supplied to Tenant by Landlord; and

ARTICLE 16
SUBORDINATION, NON-DISTURBANCE AND ESTOPPEL

16.1 Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Demised Premises or the Property; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interests in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter or upon demand execute and provide Landlord within ten (10) days of a request therefore, any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage. In the event Landlord's interest in the Demised Premises passes to a successor by sale, lease, foreclosure, or in any other manner, Tenant and Landlord and the Landlord's successor shall be bound to all of the terms of this Lease for the balance of the term with the same force and effect as if the successor were the Landlord under the Lease. Tenant is deemed to treat the successor as its Landlord and no further documents shall be required to effectuate this attornment. Tenant agrees that, if Landlord's successor requires additional documentation, Tenant will execute same.

16.2 Any mortgage which may now or hereafter affect the Land, the building, the Demised Premises, or the Property, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall not be undisturbed by any foreclosure of such mortgage.

16.3 Within ten (10) business days of any request, Tenant agrees to execute and estoppels certificate setting forth such facts with respect to its date of occupancy, the Lease term, the amount of rent due, and date to which rent is payable, whether or not Tenant has any defense or offsets to the enforcement of the lease, its knowledge of any default or breach by Landlord, and whether or not this Lease is in full force and effect, inclusive of all modifications and/or amendments.

ARTICLE 17
MECHANIC'S LIENS

17.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to change the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish material or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only to the leasehold interest granted by Tenant by the instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises.

ARTICLE 18
NOTICES

18.1 Unless as otherwise provided herein, all notices, demand, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by certified or registered mail, return receipt requested, or by Federal Express, or other nationally recognized overnight courier services, charges prepaid, or by facsimile addressed as follows:

AS TO LANDLORD:

Mr. Gary Kubic
Beaufort County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228
Facsimile: 843-255-9414

AS TO TENANT:

SANTA ELENA FOUNDATION
P.O. BOX 1005
BEAUFORT, SC 29901

With copy to:

ARTICLE 19
AMENDMENTS

19.1 This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement is sought.

ARTICLE 20
HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Term has expired or been terminated, Tenant shall be deemed a tenant from month to month and Tenant shall continue to pay rent at as may be agreed to between the parties provided that such month-to-month tenancy may be terminated on thirty (30) days written notice. No holdover by Tenant shall operate to extend this Lease, except as expressly provided.

ARTICLE 21
RIGHT OF FIRST REFUSAL

21.1 Landlord does hereby grant to Tenant a Right of First Refusal on the Demised Premises for as long as this Lease is in effect. Tenant shall have fifteen (15) days from the date of its receipt of Landlord's notice of an offer to purchase the facility and may agree to purchase the Property under the same terms and conditions offered by the third party to the Landlord. If Tenant fails to deliver written acceptance of the right to purchase as provided herein within the fifteen (15) day period, then Tenant shall be deemed to have waived its rights and Landlord may proceed to sell the property pursuant to the third-party offer.

ARTICLE 22
EVENTS OF DEFAULT

22.1 The following events shall be deemed events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of any Base Rent or any additional rent herein reserved, or payment with respect to taxes or insurance hereunder, or any other payment or reimbursement to Landlord required herein, within fifteen (15) days after receipt of written notice from Landlord for failure to pay such Rent.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act, as amended or under any similar law or statute of the United States of any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to yield up immediate possession of the Demised premises to Landlord upon termination of this Lease.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than provisions of subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 22) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

ARTICLE 23 REMEDIES

23.1 Upon the occurrence of any event of default as stated in Article 22 hereof, Landlord shall have the option to pursue any remedy at law or in equity, including, but not limited to, termination of this Lease, pursue legal means of entering upon and taking possession of the Demised Premises and evicting Tenant, accelerate and demand payment of all Base Rent, additional rent, and other charges due and payable hereunder over the term of this Lease. Landlord shall, however, have a duty to mitigate its damages and shall make every reasonable effort to relet the Demised Premises.

23.2 Tenant shall reimburse Landlord for any and all losses, fees, costs, expenses (including legal expenses or reasonable attorney's fees), and damages suffered by Landlord by reason of Landlord's reentry, removal and storage of Tenant's property.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default or Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

ARTICLE 24 EVENT OF DEFAULT BY LANDLORD

24.1 In the event of default by Landlord, Tenant shall have the option to any and all remedies available to it both legal and equitable. Landlord shall be responsible for all costs incurred by Tenant related to Landlord's breach of this Lease and/or Tenant's enforcement of this Lease including but not limited to all costs and attorney's fees.

ARTICLE 25 MISCELLANEOUS

25.1 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or early termination of the Lease, including, without limitation all payment obligations concerning the condition of the Demised Premises. Upon expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Demised Premises, Tenant shall restore the Demised Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the condition of the commencement date of this Lease, subject to normal wear and tear. In the event Tenant fails to do so, Landlord may complete such

restoration and Tenant shall pay to Landlord upon demand all amounts incurred in the restoration of the Demised Premises. Tenant shall also, upon vacating the Demised Premises, shall pay to Landlord the prorated amount of Tenant's obligations hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

25.2 In the event of a transfer by Landlord of its interests in the Demised Premises, Landlord shall be release from all obligations and liabilities under the terms of this Lease that accrue subsequent to transfer.

25.3 If any clause or provision of this Lease is illegal, invalid, or otherwise unenforceable under present or future laws effective during the term of this Lease, then in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it also is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.4 Landlord shall not be in default in the performance of its obligations hereunder unless and until Landlord shall have failed to perform such duties or obligations within thirty (30) days after receipt of written notice by Tenant to Landlord and to any mortgagee with a lien on the land or the building in which the Demised Premises are located, provided Tenant has been notified in writing of the name and address of such mortgagee. Notices to Landlord and its mortgagee may be given and cure period may run concurrently. All such notices must specify the specific nature of any failure to perform. Time is of the essence of this Lease.

25.5 Landlord and Tenant shall not be in default in the performance of any of their obligations hereunder unless and until either party shall have failed to perform such duties or obligations within thirty (30) days after written notice. Properly specifying wherein the defaulting party has failed to perform any such duty or obligation.

25.6 This Lease may not be recorded. Upon request and at the expense of Tenant, Landlord shall execute a memorandum of this Lease suitable for recording which shall omit the financial terms herein but which shall identify the Demised Premises, "The Land" and the term of this Lease and shall contain such other information as required by law to constitute sufficient notice of this Lease. Upon the expiration of this Lease, a recorded memorandum of this Lease may be canceled of record by a document executed by Landlord, or its successors in interest for such purpose.

25.7 The parties agree that any dispute arising out of this agreement will be subject to the jurisdiction of the Court of Common Pleas of the State of South Carolina, County of Beaufort, and all provisions of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

Cheryl Harris
[Signature]

LANDLORD:

BEAUFORT COUNTY, SOUTH CAROLINA

By: [Signature]

Name: Gary Kubic

Its: County Administrator

[Probate appears on following page]

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PROBATE

Personally appeared before me Gary Kubic who being duly sworn, states that s/he, saw the within named Gary Kubic, sign, seal and as his act and deed, execute this written instrument; and that s/he with Cheryl Harris (L.S.) witnessed the execution thereof.

SWORN to before me this 30th day of March, 2015.

[Signature]
Signature of Witness

[Signature]
Notary Public for South Carolina

My commission expires: June 14, 2015

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PROBATE

Personally appeared before me ANDREW J. BEALL who being duly sworn, states that s/he, saw the within named ANDREW J. BEALL, sign, seal and as his act and deed, execute this written instrument; and that s/he with CONSTANCE VALMONT (L.S.) witnessed the execution thereof.

SWORN to before me this 23 day of MARCH, 2015

Scott D. Miranda

Signature of Witness

James D. McInnis
Notary Public for South Carolina

My commission expires: 5/27/2019

WITNESS:

Constance Valmont

Scott D. Miranda

SANTA ELENA PROJECT FOUNDATION

TENANT:

By:

Name: ANDREW J. BEALL

Its: EXECUTIVE DIRECTOR

[Probate appears on following page]

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

GROUND LEASE

This ground lease ("lease") is made effective October 1, 2014, between the G.G. Dowling Family Partnership, LLC (lessor), whose address is c/o G. Geddes Dowling, P.O. Box 1145, Beaufort, S.C. 29901-1145, and The County of Beaufort, South Carolina (lessee), whose address is c/o Gary Kubic, County Administrator, P.O. Drawer 1228, Beaufort, S.C. 29901.

WITNESS:

Lessor is the owner of two parcels of undeveloped land in the City of Beaufort, Beaufort County, South Carolina consisting of approximately 0.88 acres, which are suitable for the Lessee's purposes; and

Lessee wishes to lease lessor's parcel for the purpose of constructing and occupying a surface parking lot.

In consideration of the sum of the rent to be paid by lessee to lessor, the covenants and agreements, and for other good and valuable consideration, the receipt and legal sufficiency of which both parties acknowledge, the lessee and lessor agree as follows:

SECTION 1. Leased Premises

Lessor leases to lessee, and lessee leases from lessor, all that undeveloped land known as TMP R-120-004-000-0657-0000 and R-120-004-000-0658-0000, located adjacent to the former Beaufort County Courthouse in the block between King Street and North Street fronting on Bladen Street in the City of Beaufort, Beaufort County, South Carolina consisting of approximately 0.88 acres("leased premises") as is more particularly described in Exhibit "A" attached and by this



reference incorporated. Subject to, however, all matters of record filed in the Beaufort County Register of Deeds Office, but together with all easements, rights and privileges appurtenant thereto.

SECTION 2. Term

The term of this lease shall be for a term of five years and nine months, commencing on October 1, 2014, with an option to renew for an additional five years, terminating at midnight of June 30, 2020 unless renewed, whereupon the termination date will be midnight of June 30, 2025, both dates inclusive, unless sooner terminated pursuant to the terms of this lease.

SECTION 3. Rent; Security Deposit

The payment terms for the lease will be \$4,000.00 per month for the first nine months (the Partial Year) ending on June 30, 2015; thereafter, Lessee shall pay to lessor the annual installment sum of \$48,000.00 for the use and occupancy of the leased premises for the five year term. Lessee shall pay rent in advance, each annual installment payment being payable on, and having a due date of July 1st. In the event lessee fails to make the rent payment within ten (10) business days after the due date, lessee shall pay a late fee in the amount of three percent (3%) to cover lessor's additional administrative expenses associated with the late payment. This late fee shall increase by \$50.00 per day for each day that the lessee fails to make any rent payment after the tenth day following that payment's due date. The annual installment lease payment and all additional rent as provided for under this lease shall be paid promptly when due, in cash or by check, without notice or demand and without deduction, diminution, abatement, counterclaim or set off of any amount or for any reason, payable to the G. G. Dowling Family Partnership, LLC, and delivered to lessor at its offices at the address as stated in Section 19 or to another person and place as may be designated by notice in writing from lessor to lessee from time to time.

The installment lease payment will be subject to increase by the annual Consumer Price Index (CPI) factor (as defined in Section 18 hereinbelow), beginning in the lease year commencing on July 1, 2016. However, during the initial five year lease term, at no time shall the maximum lease payment called for under this agreement exceed \$50,000.00. At least 90 days prior to the end of the initial

June 30, 2020 lease term, the parties will confer to examine the amount of the lease payments anticipated during the optional second five year term. If, at the end of the initial five year lease term ending on June 30, 2020, the installment lease payment including CPI will, or is anticipated to exceed \$50,000.00 per year for any of the ensuing years of the second option term, the parties will seek to negotiate a mutually acceptable rental amount for the second term which does not exceed on an annual installment basis \$50,000.00 plus the applicable CPI adjustment. Should the parties not reach agreement on a new lease payment, lessor will have the option of terminating the Lease and retaking possession of the leased premises in accordance with the lease termination procedures included hereinafter.

There will be no security deposit required for rent or against damages to the leased premises.

SECTION 4. Use of the Leased Premises

It is understood by the parties that lessee intends to use the leased premises only for surface parking, to be subject to and in accordance with all applicable zoning and other governmental regulations. The designs for such parking are yet to be created.

Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the leased premises, which are occasioned by or required in the conduct of lessee's business within the leased premises and to obtain all licenses, permits and the like required to permit lessee to occupy the leased premises.

The County will be allowed to construct at its own expense improvements on the leased premises during the term, including, but not limited to improved parking spaces and landscaping, subject to the reasonable approval rights of lessor, with such approval not to be unreasonably withheld; it being the intention that upon the end of the lease term, the leased premises will be surrendered in a condition not requiring demolition of vertical structures on the leased premises, nor the relocation of sub-surface structures, in order for lessor to be able to construct future vertical construction on

the leased premises. Lessee shall not, at any time during the time of its lease, use, store, treat, transport, manufacture or handle any hazardous substance on the leased premises as defined by any federal, state, or local governmental statute or regulation, or allow any other party to engage in such conduct

SECTION 5. Government Approvals

Lessee shall be solely responsible for and shall secure promptly all necessary permits and governmental approvals. Lessee will comply with all legal requirements triggered by the particular manner of its use of the leased premises, and shall be responsible for any environmental liability or matters arising from its possession and use of the leased premises.

SECTION 6. Construction, Alterations and Repairs

Lessee shall construct the surface parking in a good and workmanlike manner, using first class materials. No trees shall be removed from the leased premises without lessor's consent and all proper permits

During the term of this lease and any renewals or extensions, lessee shall make all needed alterations or repairs of any nature to all improvements on the leased premises. Lessee shall maintain the leased premises in good condition at all times during the term of this lease to keep it in a safe condition for all persons allowed on the leased premises and in a condition suitable for its own purposes. In the event lessee fails to make a necessary repair as determined by lessor in its sole discretion, lessor may, but shall not be required to, enter on the leased premises and perform the repair. Lessor may charge the cost of the repair to the lessee as additional rent. Additional rent shall be due and payable on the first day of the month after which the lessor has paid for the repair.

All structures, improvements, and fixtures of any nature constructed or installed by lessee on the leased premises shall become the leased premises of lessor and shall not be removed by lessee. Notwithstanding the foregoing, unless otherwise agreed, any improvements which by their nature are not affixed to the land and can be removed without injury to the leased premises shall be



removed from the leased premises on the completion of the term of this lease. Lessee shall repair any damage to the leased premises caused by removal. If lessee fails to remove the non-fixtured improvements, lessor in its sole discretion may either deem the non-fixtured improvements part of the leased premises or remove and dispose of the non-fixtured improvements at lessee's expense.

Lessee shall not commit or suffer to be committed any act which results in any wasting of the leased premises.

SECTION 7. Additional Rent

Except for the Partial Year, lessor shall be responsible for the ad valorem taxes assessed on the leased premises. Lessee shall be responsible for the 2014 taxes payable on or before January 15, 2015; lessor will be responsible for the 2015 and thereafter ad valorem taxes based upon the value of the unimproved land comprising the leased premises. Lessee shall be responsible for any additional ad valorem taxes assessed on the leased premises arising from the installation of improvements on the leased premises. The Parties acknowledge lessor intends to seek a downward adjustment of the ad valorem valuation to reflect the market value of the leased premises as evidenced by the terms of the negotiated Lease and a capitalization of the lease payments; lessee acknowledges the lease payments to be market rate, and not a bargain lease. All other costs and expenses for the leased premises during the term of this Lease shall be the responsibility of the lessee, including any increase in the storm water assessment caused by the addition of impervious surface to the leased premises by the lessee during the term of the Lease. In the event lessee fails to pay the taxes and/or assessments as provided herein as they become due, lessor may pay the same and charge the payment to the lessee as additional rent. Additional rent shall become due and payable on the first day of the month after which the lessor has paid any taxes and/or assessments.

SECTION 8. Insurance

Lessee shall maintain public general liability insurance on the leased premises for the benefit of lessor and lessee, in an amount equal to the insurance presently carried on all County properties with the S.C. Insurance Reserve Fund, with such coverage being in the minimum amount of \$1,000,000

per claim. Lessor shall be named as additional insured on all policies. Lessee shall provide lessor with certificates of insurance evidencing coverage, at least once each year during the term of this lease. Lessee shall secure a provision in each policy of insurance requiring that at least 30 days' written notice be given to lessor by the insurance carrier prior to cancellation of any policy.

In the event lessee fails to insure or to secure insurance, lessor may either obtain the same and charge the premiums to lessee as additional rent, which shall become due and payable on the first day of the month after which lessor pays the premiums, or declare lessee in default of this lease.

Lessee shall require any contractor who performs construction on the leased premises to have worker's compensation coverage for its employees and general liability insurance in an amount as required by law. Lessor and lessee shall be named as additional insureds in the contractor's insurance policies.

SECTION 9. Subletting and Assignment

Lessee shall not assign this Lease or sublet any portion of the leased premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld, provided lessee is not in default under the Lease at the time of such request. If lessor agrees to give its consent to the assignment or subletting, it may condition the consent on receiving a satisfactory financial statement from the assignee or sublessee. If lessor consents to the subletting of any or all of the leased premises, such shall be subject to the terms and conditions of this Lease, and Lessee shall include the following clauses in each sub-lease to a subtenant:

- a. The leased premises will be used for surface parking purposes only.
- b. No sublease shall extend beyond the term of this lease.
- c. Subtenant shall comply with all restrictions, covenants and conditions applicable to the leased premises recorded in the Beaufort County Register of Deeds Office, and with all terms and conditions of this Lease.
- d. Subtenant shall not, at any time during the time of its lease, use, store, treat, transport, manufacture or handle any hazardous substance on the leased premises as defined by any



federal, state, or local governmental statute or regulation, or allow any other party, person or entity to engage in such conduct.

Notwithstanding any consent by lessor, lessee shall remain jointly and severally liable (along with each approved assignee and sublessee, which shall automatically become liable for all obligations of lessee hereunder with respect to that portion of the leased premises so transferred), and lessor shall be permitted to enforce the provisions of this Lease directly against lessee, or any assignee or sublessee without proceeding in any way against any other party. In the event of an assignment, contemporaneously with the granting of lessor's consent, lessee shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of lessee hereunder and such assignee shall be jointly and severally liable therefore along with lessee. No usage of the leased premises different from the permitted use as surface parking shall be permitted, and all other terms and provisions of the Lease shall continue to apply after such assignment or sublease.

Lessor shall have thirty calendar days to consider any request for subletting or assignment, subject to extension by the number of days the proposed sub-lessee or assignee takes to deliver any requested financial or other information reasonably requested by lessor. Such request must be in writing and delivered to lessor in the manner provided for giving notice.

If lessee requests lessor's consent to an assignment of this Lease or subletting of all or part of the leased premises, lessor may, at its option: (i) approve such sublease or assignment (subject to the provisions hereinabove regarding liability under this Lease); (ii) negotiate directly with the proposed sublessee or assignee and, in the event lessor is able to reach agreement with such proposed sublessee or assignee, upon execution of a lease with such sublessee or assignee, terminate this Lease (in part or in whole, as appropriate) upon 30 days' notice; or (iii) if lessor should fail to notify lessee in writing of its decision within a 30-day period after lessor is notified in writing of the proposed assignment or sublease, lessor shall be deemed to have refused to consent to such assignment or subleasing, and to have elected to keep this Lease in full force and effect. If lessor consents to any



assignment or sublease, lessee shall pay to lessor, on demand as additional Rent, a one time administrative fee of five hundred dollars (\$500.00) as compensation for attorneys' fees and costs associated with lessor's consent to each assignment or sublease.

All cash or other consideration received by lessee as the proceeds of any assignment or sublease of lessee's interest in this lease and/or the leased premises, whether consented to by lessor or not, shall be paid to lessor, notwithstanding the fact that such proceeds exceed the rent due hereunder, unless retention of such funds is in violation of any federal or state law or lessor agrees to the contrary in writing, and lessee hereby assigns all rights it might have or ever acquire in any such proceeds to lessor. This covenant and assignment shall benefit lessor and its successors in ownership of the leased premises and shall bind lessee and lessee's successors and assigns. Any assignee, sublessee or purchaser of lessee's interest in this Lease, by occupying the leased premises and/or assuming Lessee's obligations hereunder, shall be deemed to have assumed liability to Lessor for all amounts paid to persons other than lessor in consideration of any such sale, assignment or subletting, in violation of the provisions hereof.

SECTION 10. Eminent Domain

- a. If the whole or part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease. The lease shall effectively terminate from the date on which title vests in the applicable governmental authority.
- b. Any award for condemnation shall be paid to lessor.

SECTION 11. Lessor to be Held Harmless

To the extent provided by law, Lessee does covenant and agree with lessor that it will hold lessor harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or leased premises sustained by anyone in and about the leased premises, including the adjacent walkways and yard areas under the control of lessee, due to any conduct, act or acts of

omission or commission of lessee, or lessee's officers, agents, servants, employees, contractors, sublessees or assignees. Lessee shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) which may be brought against lessor because of any above-mentioned matter, claim or claims. Lessor shall not be responsible or liable for any damage to any leased premises, fixtures, building or other improvements, or for any injury to any person or persons, at any time on the leased premises, including any injury to lessee or to any of lessee's officers, agents, servants, employees, contractors, customers sublessees or assignees, except as may result from any act or acts of omission or commission of lessor or lessor's officers, agents, servants, employees, assignees or contractors.

SECTION 12. Utilities

Lessee shall pay all fees charged for any and all utilities utilized in connection with the use and occupancy of the leased premises.

SECTION 13. Inspection

Lessor shall have the right to enter on the leased premises at any reasonable hour to inspect for compliance with the terms of this lease.

SECTION 14. Environmental Provisions

Lessee shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer, which shall impose any order or duty on lessee pertaining to the construction, use or occupancy of the leased premises by lessee, its assignees or sublessees, and shall be responsible for any environmental liability or matters arising from its possession and use of the leased premises.

SECTION 15. Quiet Enjoyment

Lessor covenants and agrees that lessee may peaceably and quietly enjoy the leased premises, subject, however, to lessee's fulfillment of the covenants and agreements contained in this lease. The leased premises is to be delivered in an as-is condition, without any warranty of suitability for

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lessee's use; acceptance of possession shall be deemed acceptance of the condition of the leased premises.

SECTION 16. Attornment; Lessor Mortgages

This lease shall be subject and subordinate at all times to the lien of any mortgage or other encumbrances(s) which may now or which may at any time afterward be made on the leased premises or any portion of, or on lessor's interest in the leased premises. This clause shall be self operative, and no further instrument of subordination shall be required to effect the subordination of this lease. Nonetheless, in confirmation of subordination, lessee shall execute and deliver further instrument(s) subordinating this lease to the lien of any mortgage. If the interests of landlord under this lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage on the leased premises or project, lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this lease for the remaining term, including any extensions or renewals, with the same force and effect as if the transferee were lessor under this lease, and, if requested by transferee, lessee agrees to attorn to the transferee as its lessor. The holder of any mortgage encumbering the project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or other security instrument to this lease on the terms and subject to conditions as the holder may consider appropriate in its discretion. On request lessee shall execute and deliver an instrument confirming any full or partial subordination.

SECTION 17. End of Term/Holdover

On expiration or other termination of this lease, lessee shall quit and surrender to lessor the leased premises, in good order and condition, reasonable wear and tear excepted; the leased premises will be surrendered in a condition not requiring demolition of vertical structures on the leased premises, nor the relocation of sub-surface structures, in order for lessor to be able to construct future vertical construction on the leased premises unimpeded.

If lessee or any person claiming through lessee shall not immediately surrender possession of the

leased premises at the expiration or earlier termination of the lease term, and such be with the consent of lessor, the lease shall be deemed to be a month to month lease, terminable on thirty days notice, one to the other, on the same general terms and conditions of this lease, provided that the installment lease payment shall be subject to increase based upon the CPI factor as provided hereinabove.

If lessee or any person claiming through lessee shall not immediately surrender possession of the leased premises at the expiration or earlier termination of the lease term, and such be without the consent of lessor, lessor shall be entitled to recover compensation for use and occupancy at one hundred and twenty-five percent (125%) of the basic rent and additional rent that was payable just prior to the expiration or earlier termination of the lease term. Lessor shall also continue to be entitled to retake or recover possession of the leased premises upon thirty (30) days notice to quit delivered to lessee as before provided in case of default on the part of the lessee, and lessee shall be liable to lessor for any loss or damage it may sustain by reason of lessee's failure to surrender possession of the leased premises immediately on the expiration or earlier termination of the lease term. Lessee agrees that all the obligation of lessee and all rights of lessor applicable during the lease term shall be equally applicable during the period of subsequent occupancy.

SECTION 18. CPI: Annual Adjustment of Rent

Effective on the first day of each July, so long as this lease remains in effect, beginning on July 1, 2016, and subject to the maximum increase as set forth in Section 3 hereinabove during the initial five year term, the annual installment lease payment set forth above shall be increased on an annual basis; and lessee agrees to pay lessor, during each ensuing calendar year, the new adjusted basic rent in an amount which, in each calendar year, is equal to that amount determined by multiplying the annual lease installment payment payable at the end of the preceding County fiscal year by a multiplier equal to the number one plus the Consumer Price Index ("CPI") (now known as the "United States Department of Labor, Bureau of Labor Statistics, Consumer Price index, U.S. City Average for all Urban Consumers, Seasonally Adjusted, All Items,") for the preceding calendar year ("base CPI"); e.g. for the year commencing July 1, 2016, the CPI shall be determined for the period



January 1, 2015 to December 31, 2015, and if there was a 0.4% CPI published for that period, the installment lease payment multiplier would be 1.04, effective July 1, 2016.

SECTION 19. Notices

Any notice required to be given to lessor or lessee shall be in writing and sent certified mail, return receipt requested, or by express commercial courier, addressed as follows:

Lessor:

G.G. Dowling Family Partnership, LLC
c/o G. Geddes Dowling, III, General Partner
P.O. Box 1145
Beaufort, SC 29901-1145

Lessee:

The County of Beaufort
c/o Gary Kubic, County Administrator
P.O. Drawer 1228
Beaufort, SC 29901-1228

With Copy To:

Beaufort County Attorney
P.O. Drawer 1228
Beaufort, SC 29901-1228

SECTION 20. Recording

This lease, or a memorandum of this lease, may be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

SECTION 21. No Waiver

Any failure by either party to enforce any right arising shall not be deemed a waiver of the right.



SECTION 22. Entire Agreement; Amendments

This lease and any attached exhibits or riders set forth all of the promises, agreements, conditions and understandings between lessor and lessee with respect to the leased premises. There are no other oral or written promises, agreements, conditions or understandings between them. This lease may only be modified by a written amendment signed by both parties, which amendment shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. An oral modification shall not be binding on either party.

SECTION 23. Captions

The captions preceding the sections of this lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit, or describe the scope of this lease nor the intent of any provision of this lease.

SECTION 24. Default

The following shall be events of default on the part of lessee under the terms of this lease:

- a. failure to pay rent or added rent when due;
- b. failure to comply with any law, regulation, policy or order of any lawful governmental authority;
- c. failure to comply with any other contained lease provision; and
- d. vacating or abandoning the leased premises.

In the event of default, lessor shall give written notice by certified mail, return receipt requested, or by express commercial courier, of default to lessee, specifying the nature of the default. Lessee shall have ten (10) days from the date of dispatch of the notice to cure any monetary default; thirty (30) days to cure any non-monetary default, exclusive of any due diligence (permits, etc.). If lessee fails to cure the default within the specified time, lessor may terminate this lease and remove lessee by summary proceedings or otherwise. In the event lessor must remove lessee by summary proceedings or otherwise, lessor shall be entitled to reimbursement by lessee of all costs and expenses incurred through the removal, together with interest at a rate of twelve percent (12%) per year from the date



the costs and expenses are paid by lessor until repaid to lessor by lessee. The costs may include, but are not limited to, attorneys' fees and court costs. There shall be no liability for consequential damages.

The obligation of lessee to pay rent for the remainder of the term shall continue after removal. Lessor may re-rent the premises and apply the rents, first to the cost of removing lessee, including reasonable legal fees and court costs, next to the cost of refurbishing the space, last to the rent due by lessee. Lessee shall remain liable for any deficiency. Lessor may re-rent the leased premises for a lower rent and/or a longer term without releasing lessee from its obligation to pay rent as specified.

SECTION 25. Assignments to be in Writing

Lessee shall not assign its rights or obligations under this lease to any party without the express written consent of lessor, pursuant to the terms and conditions of Section 9 hereinabove. Lessee shall provide lessor with a fully executed copy of the assignment and all ancillary documents pertinent to the transfer, should lessor decide to consent to a transfer.

SECTION 26. Severability

If any provision of this lease conflicts with any law, such conflict shall not affect the other provisions of this lease which can be given effect without the conflicting provision, and to this end the provisions of this lease are declared to be severable.

SECTION 27. Attorney's Fees

In the event it becomes necessary for either party to bring suit to enforce the terms of this lease, the prevailing party shall be entitled to recover from the non-prevailing party all costs, fees and expenses incurred in connection with such suit, including reasonable attorney's fees and court costs, both prior to and on appeal.

SECTION 28. Estoppel

Lessee shall, without charge, at any time and from time to time, within ten business days after

request by lessor, execute, acknowledge and deliver to lessor a written estoppel certificate certifying to lessor, any mortgagee, assignee of a mortgagee, or any purchaser or transferee of the leased premises, or any other person designated by lessor, as of the date of the estoppel certificate: (a) that lessee is in possession of the leased premises; (b) that this lease is unmodified and in full force and effect (or if there have been modifications, that this lease is in full force and effect as modified and setting forth the modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of lessor, or any duty or obligation of lessee (and, if so, specifying the same in detail); (d) the amount of the basic rent and the dates through which the installment lease payment and additional rent have been paid; (e) that lessee has no knowledge of any then uncured defaults on the part of lessor under this lease (or if lessee has knowledge of any uncured defaults, specifying the same in detail); (f) that lessee has no knowledge of any event having occurred that authorizes the termination of this lease by lessee (or if lessee has knowledge, specifying the same in detail); (g) reasonable other information requested by lessor, mortgagee, assignee of mortgagee, purchaser or other person. Failure to deliver the certificate within ten business days after request by lessor shall be conclusive on lessee for the benefit of lessor and any successor to lessor that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

SECTION 29. Governing Law

This lease shall be governed by and interpreted according to the laws of the state of South Carolina.

SECTION 30. Counterparts

This agreement may be signed in counterparts, and when each required signatory shall have signed an original copy of this agreement and delivered it to the other party, all signatures shall be taken collectively as though each party had executed in full a single document, and same shall be binding and of full force and effect.

SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES

A handwritten signature in black ink, appearing to be a stylized 'M' or 'W' followed by a flourish.

In witness whereof, the parties have executed this agreement on the date first written above.

WITNESSED:

COUNTY OF BEAUFORT

(Rory) Harris

By: Gary Kubic
Gary Kubic, County Administrator Date

[Signature]

[Signature]

G. G. DOWLING FAMILY PARTNERSHIP,
LLC

By: G. Geddes Dowling III, G.P. 9/30/14
G. Geddes Dowling III, General Partner Date

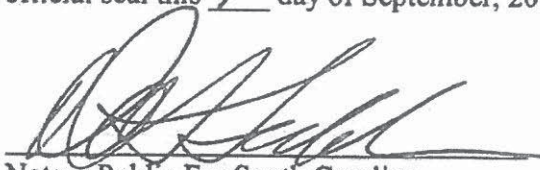
ACKNOWLEDGMENTS FOLLOW

[Signature]

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned notary public, do hereby certify that G. Geddes Dowling, III, General Partner of the G.G. Dowling Family Partnership, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 30th day of September, 2014.



Notary Public For South Carolina
My commission expires: 8-1-22



STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

I, the undersigned notary public, do hereby certify that Gary Kubic, Beaufort County Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 30 day of September, 2014.

Suzanne M. Davis

Notary Public For South Carolina

My commission expires: June 14, 2015

XSD

LEGAL DESCRIPTION
OF
LEASED PREMISES

PARCEL ONE

ALL THAT certain piece, parcel or lot of land located, lying and being on Port Royal Island in the City of Beaufort, Beaufort County, South Carolina, measuring Seventy-seven (77') feet, more or less on its Northern and Southern boundaries, and Two Hundred and Forty-six (246') feet, more or less, on its Eastern and Western boundaries; and being bounded on the South by North Street; on the West by Bladen Street; on the North by King Street; and on the East by the Western part of Block 122 in the City of Beaufort; it being the intention hereof to lease all of Parcel One beginning at its boundary along Bladen Street Eastward to its boundary with Parcel Two as described hereinabove and lying between King Street and North Street.

PARCEL TWO

AND ALSO ALL THAT certain piece, parcel or lot of land located, lying and being on Port Royal Island in the City of Beaufort, Beaufort County, South Carolina in Block 122, being shown and designated as Parcel No. 658 on Map 4 of the Hunnicutt Survey. This lot is more particularly described as follows, to-wit: Beginning at a point Seventy-seven (77') feet from the corner of Bladen and North Streets and thence running East on North Street for a distance of Eighty-three (83') feet, more or less, to a point; thence North Two Hundred Forty-seven (247') feet, more or less along the Western boundary of property owned by the City of Beaufort and being shown and described as "The City Lot, Portion of Block 122" on a plat prepared by Beaufort County Public Works, by Erick Freisleber, PE and PLS, dated December 17, 1990, to a point on King Street; thence West along King Street a distance of Eighty-one (81') feet, more or less; thence Two-Hundred Forty-Nine (249') feet, more or less, along the Eastern Boundary of Parcel One as described above, to the point of beginning. Said lot is bounded on the North by King Street, on the East by the City of Beaufort; on the South by North Street; and on the West by Parcel One as described hereinabove; it being the intention hereof to lease all of Parcel Two beginning at its boundary along Parcel One Eastward to its boundary with the City Lot as described hereinabove and lying between King Street and North Street.

SAVE and EXCEPT that portion of Parcel One as may have been transferred to the S.C. Department of Transportation running along Bladen Street between North Street and King Street.

These being a portion of the properties conveyed to the G.G. Dowling Family Partnership, L.P. by deed recorded in Records Book 748 at Page 1071 in the Office of the Register of Deeds for Beaufort County, South Carolina



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:



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

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

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. Please sign below and also kindly forward an updated Certificate of Insurance at your earliest convenience.

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County

The signature below authorizes the renewal of the aforementioned Contract for an additional nine (9) month term pursuant to amendments, original contract, and Terms and Conditions found in the original solicitation.

Authorized Name and Title to bind company

10-2-19

Date

cc: Monica Spells, Assistant County Administrator

Beaufort County Term Sheet - Attachment A
"Ferry Service"
Daufuskie Island Ferry Service
October 1, 2019 - June 30, 2020

Ferry Service Scope of Work

Per the County's request for funding to the State Department of Transportation to primarily support the employment and leisure needs of full-time residents on Daufuskie Island and other individuals owning property on this island:

Four round trips per day, seven days per week leaving from Hilton Head Island to Daufuskie Island as follows:
7:00 a.m. | 10:00 a.m. | 1:00 p.m. | 4:00 p.m.

Vessels

Palmetto Merchant (passengers: 49); HP Pelican (40); HP One & Two (86). Beaufort County to be notified prior to use of any substitute vessels. All vessels providing service will hold current USCG certificates and be operated by licensed crews.

Daufuskie Island Embarkation

Melrose Landing (primary) and Beaufort County Public Dock (secondary).

Ticket Sales/Outlets

Daufuskie Island Ferry Service in conjunction with Palmetto Breeze Transit initiated a paperless ticket system in March 2018. Passengers may purchase e-tickets online at www.daufuskieislandferry.com or from Palmetto Breeze.

Ferry Services Cost Proposal

The annual cost for the four round trips will cover all one-way, Palmetto Breeze passengers up to 12,000 per year. If that threshold is exceeded, DIFS will be reimbursed an additional \$13.00 for every passenger over 12,000.

Ferry service	\$ 30,135.84 per month (October 1, 2019 – June 30, 2020)
Total Base Cost	\$271,222.56

Clarifications

NOTE 1: Year four contract renewal of an anticipated five-year term. Initial contract year was FY17.

NOTE 2: The County's intent with the scope of services is to provide ferry service for Daufuskie Island residents and property owners.

NOTE 3: Staff members with ferry ridership permission are defined as individuals employed under the authority of Beaufort County Council (Beaufort County issued employee identification card) as well as those Beaufort County employees who serve in public safety and law enforcement capacities (Beaufort County uniform).

NOTE 4: Students with ridership permissions are defined as individuals currently enrolled with Beaufort County School District.

NOTE 5: Special/extra boat service requested by the County in writing only is available for \$400 per one way departure. The County will not pay for any special/extra boat service runs made without its knowledge or consent in advance and in writing. The cost for any special/extra boat service is not in the ferry service fixed price. DIFS will reserve four "family runs" for the fall/winter holidays.

NOTE 6: The primary purpose of the public ferry service is to serve the needs of Daufuskie Island full-time residents. For that reason DIFS shall not refuse a resident passage over that of a tourist provided the resident reserves passage at least twelve hours in advance of embarkation. In addition, DIFS will reserve until embarkation, two emergency seats for full-time residents per trip, in instances of reservations demonstrating the potential for a full capacity ride. DIFS may sell those seats if they are not needed at the time of embarkation. Other Daufuskie Island property owners (part-time) should receive secondary priority. Other members of the public should receive tertiary priority.

Beaufort County Term Sheet - Attachment A
"Ferry Service"
Daufuskie Island Ferry Service
October 1, 2019 - June 30, 2020

Ferry Service Scope of Work

Per the County's request for funding to the State Department of Transportation to primarily support the employment and leisure needs of full-time residents on Daufuskie Island and other individuals owning property on this island:

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---------------	--

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------------------------	---------------------

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BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Prospect Road Daufuskie Island

Council Committee:

Beaufort County Public Facilities Committee

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

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

Issues for Consideration:

Prospect Road is a County maintained 'Legacy' dirt road on Daufuskie Island. County 'Legacy' roads are those roads, which have been maintained by Beaufort County in excess of 20 years, but Beaufort County does not have recorded ROW documents for the roads. County "Legacy" roads may be dirt or paved.

Points to Consider:

At the February 15, 2016 meeting of the Public Facilities Committee, staff presented a proposal from a major Prospect Road property owner for the County to remove Prospect Road from the County maintenance inventory in exchange for ROW along Pappy's Landing Road--another dirt 'legacy' road on Daufuskie. Committee voted to approve the exchange of property interest. When this proposal was moved forward to the February 29, 2016 meeting of County Council, the property interest exchange was not approved.

Funding & Liability Factors:

Based on similar previous work, the costs to secure the proscriptive easement could be between \$15,000 to \$25,000

Council Options:

Direct administration to move forward with legal action or not

Recommendation:

RESOLUTION 2019 / ____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO INITIATE LEGAL ACTION TO ESTABLISH A PRESCRIPTIVE EASEMENT OF PROSPECT ROAD ON DAUFUSKIE ISLAND

WHEREAS, Prospect Road is a Beaufort County (“County”) maintained “legacy” dirt road on Daufuskie Island and has been maintained by the County in excess of 20 years; and

WHEREAS, on October 31, 2019 Daufuskie Island Council voted to approve a Resolution (Exhibit A) request Beaufort County to bring an action before the Master of Equity to establish a Prescriptive Easement of this “legacy” road; and

WHEREAS, residents of Daufuskie Island as well as Daufuskie Island Council are in agreement with Beaufort County pursuing legal action to obtain a Prescriptive Easement; and

WHEREAS, it is evident that it is in the best interest of the residents of Daufuskie Island as well as Beaufort County to establish a Prescriptive Easement.

NOW THEREFORE, BE IT RESOLVED, that Beaufort County Council does hereby authorize the County Administrator to initiate legal action to establish a prescriptive easement of prospect road on Daufuskie Island.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council



**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: Brian Flewelling, Chairman Public Facilities Committee

VIA: Ashley Jacobs, County Administrator

FROM: Robert McFee, P.E., Division Director for Construction, Engineering & Facilities

SUBJ: **Prospect Road Daufuskie Island**

DATE: November 19, 2019

BACKGROUND. Prospect Road is a County maintained ‘Legacy’ dirt road on Daufuskie Island. County ‘Legacy’ roads are those roads which have been maintained by Beaufort County in excess of 20 years, but Beaufort County does not have recorded ROW documents for the roads. County “Legacy” roads may be dirt or paved. Attachment #1 is a list of current “Legacy” roads in the County maintained system.

At the February 15, 2016 meeting of the Public Facilities Committee, staff presented a proposal from a major Prospect Road property owner to consider an exchange. County presented the removal of Prospect Road from the County maintenance inventory in exchange for ROW along Pappy’s Landing Road-- another dirt ‘legacy’ road on Daufuski. Committee voted to approve the exchange of property interest. When this proposal was moved forward to the February 29, 2016 meeting of County Council, the property interest exchange was not approved.

Staff has received recent requests by the Daufuski Island Council to initiate legal actions to secure and perfect ROW along Prospect Road to ensure it remains open to public travel

RECOMMENDATION. Discussion item only.

JRM/bmaf

DAUFUSKIE ISLAND COUNCIL

THE ELECTED VOICE OF DAUFUSKIE ISLAND

LEANNE COULTER – CO-CHAIRMAN
JOHN SCHARTNER – CO-CHAIRMAN
SALLIE ANN ROBINSON – VICE CHAIRMAN

BRANDY BREESE
STEVE HILL
ROBERT LEVIS
ROGER PINCKNEY

31 October 2019

A RESOLUTION BY THE DAUFUSKIE ISLAND COUNCIL

Whereas, the Daufuskie Island Council and its immediate predecessors have been recognized by Beaufort County as the official Voice of Daufuskie continuously since 1962; and

Whereas, Prospect Road, on the south end of Daufuskie Island, has been in continuous use for at least 200 years; and

Whereas, Prospect Road is considered an island treasure – a classic lowcountry unimproved thoroughfare – densely canopied, elegant, peaceful – many believe it is the most beautiful road on Daufuskie; and

Whereas, Prospect Road is specifically cited in the Daufuskie Island Plan and Code for its importance aesthetically, as well as practically as a thoroughfare connecting river to beach.

Whereas, A portion of Prospect Road is threatened with closure by the current owner of the Egleberger Tract.

Be it hereby resolved:

As Prospect Road has been open to the public and maintained by Beaufort County for an extended time, we respectfully request Beaufort County bring action before the Master of Equity to establish a Prescriptive Easement on the public's behalf.

Adopted by the unanimously Daufuskie Island Council on this day, October 31, 2019

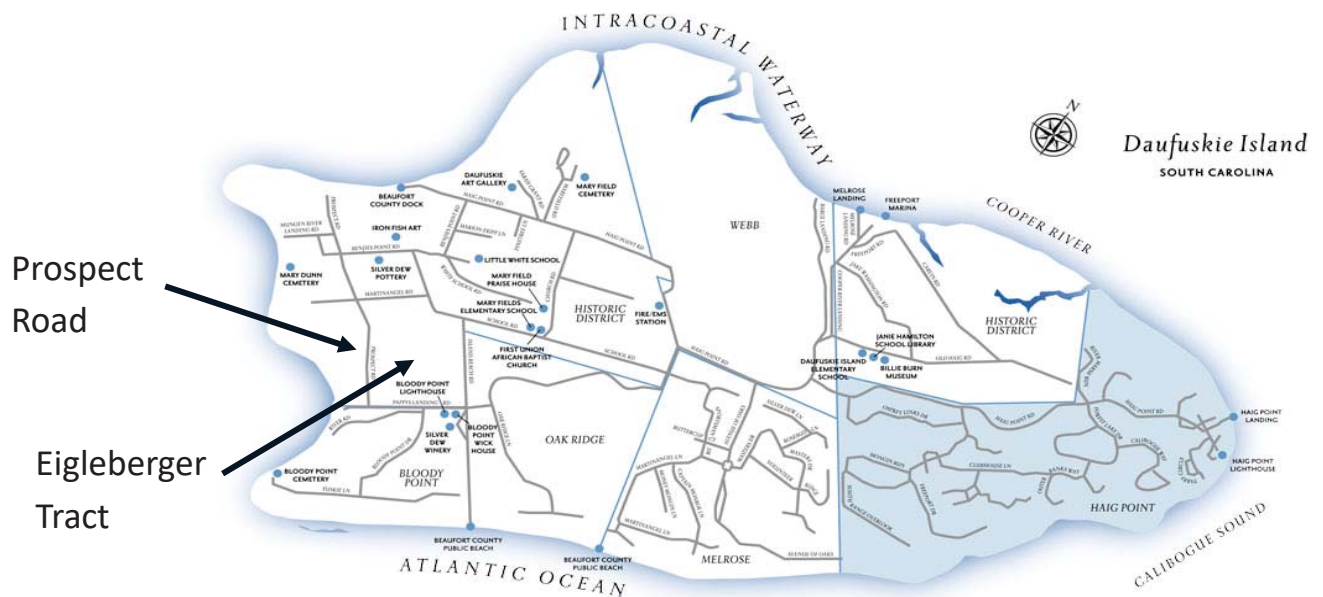
Visit the Council on the Web: www.DaufuskieCouncil.com

Follow Us On Twitter @DaufuskieC; Checkout our Facebook page

Signed:

Leann Coulter, Co-Chairman
John Schartner, Co-Chairman
Sallie Ann Robinson, Vice Chairman

Brandy Breese
Steve Hill
Robert Levis
Roger Pinckney



11/25/2019 11:01
aholland

BEAUFORT COUNTY
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2020 13

ACCOUNTS FOR: 2342	COUNTY-WIDE ROAD IMPRV'S	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<hr/>								
23420001 CO-WIDE RD IMPRV REVS								
<hr/>								
44 CHARGES FOR SERVICES								
<hr/>								
23420001 44250	VEHICLE FEE (\$10	0	0	0	-987,934.38	.00	987,934.38	100.0%
	TOTAL CHARGES FOR SERVICES	0	0	0	-987,934.38	.00	987,934.38	100.0%
<hr/>								
47 MISCELLANEOUS								
<hr/>								
23420001 47010	MISCELLANEOUS RE	0	0	0	-25,000.00	.00	25,000.00	100.0%
	TOTAL MISCELLANEOUS	0	0	0	-25,000.00	.00	25,000.00	100.0%
	TOTAL CO-WIDE RD IMPRV REVS	0	0	0	-1,012,934.38	.00	1,012,934.38	100.0%
<hr/>								
23420011 CO-WIDE ROAD IMPROVEMENTS								
<hr/>								
50 PERSONNEL SERVICES								
<hr/>								
23420011 50020	SALARIES AND WAG	0	0	0	37,278.24	.00	-37,278.24	100.0%
23420011 50100	EMPLOYER FICA	0	0	0	2,279.67	.00	-2,279.67	100.0%
23420011 50110	EMPLOYER MEDICAR	0	0	0	533.11	.00	-533.11	100.0%
23420011 50120	EMPLOYER SC RETI	0	0	0	5,800.53	.00	-5,800.53	100.0%
23420011 50160	EMPLOYER TORT LI	0	0	0	88.00	.00	-88.00	100.0%
	TOTAL PERSONNEL SERVICES	0	0	0	45,979.55	.00	-45,979.55	100.0%
<hr/>								
51 PURCHASED SERVICES								
<hr/>								
23420011 51030	POSTAGE/OTHER CA	0	0	0	136.30	.00	-136.30	100.0%
	TOTAL PURCHASED SERVICES	0	0	0	136.30	.00	-136.30	100.0%
<hr/>								
52 SUPPLIES								
<hr/>								
23420011 52010	SUPPLIES-OFFICE/	0	0	0	7.43	.00	-7.43	100.0%

11/25/2019 11:01
aholland

BEAUFORT COUNTY
YEAR-TO-DATE BUDGET REPORT

P 2
glytdbud

FOR 2020 13

ACCOUNTS FOR: 2342 COUNTY-WIDE ROAD IMPRV'S	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL SUPPLIES	0	0	0	7.43	.00	-7.43	100.0%
53 DEBT SERVICE							
23420011 53010 BOND INTEREST	0	0	0	26,610.77	.00	-26,610.77	100.0%
TOTAL DEBT SERVICE	0	0	0	26,610.77	.00	-26,610.77	100.0%
TOTAL CO-WIDE ROAD IMPROVEMENTS	0	0	0	72,734.05	.00	-72,734.05	100.0%
2342001T 'TAG' FUNDED ROAD IMPRV'S							
51 PURCHASED SERVICES							
2342001T 51160 PROFESSIONAL SER	0	0	0	67,469.18	6,915.04	-74,384.22	100.0%
2342001T 51320 TRAINING AND CON	0	0	0	307.03	.00	-307.03	100.0%
TOTAL PURCHASED SERVICES	0	0	0	67,776.21	6,915.04	-74,691.25	100.0%
54 CAPITAL OUTLAY							
2342001T 54758 JOHNSON LANDING	0	0	0	.00	98,826.08	-98,826.08	100.0%
2342001T 54901 RESURFACE-COUNTY	0	0	0	12,920.00	.00	-12,920.00	100.0%
2342001T 54940 2019 ROAD RESURF	0	0	0	321,136.02	87,956.85	-409,092.87	100.0%
TOTAL CAPITAL OUTLAY	0	0	0	334,056.02	186,782.93	-520,838.95	100.0%
TOTAL 'TAG' FUNDED ROAD IMPRV'S	0	0	0	401,832.23	193,697.97	-595,530.20	100.0%
TOTAL COUNTY-WIDE ROAD IMPRV'S	0	0	0	-538,368.10	193,697.97	344,670.13	100.0%
TOTAL REVENUES	0	0	0	-1,012,934.38	.00	1,012,934.38	
TOTAL EXPENSES	0	0	0	474,566.28	193,697.97	-668,264.25	

Fund Balance, beginning (7/1/2019) \$4,305,016

Change in fund balance, net revenues/expenses \$ 538,368

Less Encumbrances (\$ 193,698)

Available Fund Balance, as of 11/25/2019 \$4,649,686

11/25/2019 11:01
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BEAUFORT COUNTY
YEAR-TO-DATE BUDGET REPORT
P 3
glytdbud
FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
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GRAND TOTAL	0	0	0	-538,368.10	193,697.97	344,670.13	100.0%
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** END OF REPORT - Generated by Alicia Holland **



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Discussion of Proposed Driveway Improvements to the Disabilities & Special Needs home at 2700 Waddell Rd, Beaufort

Council Committee:

Public Facilities

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

Mark Sutton, Facility Management Deputy Director and Bill Love, DSN Director

Issues for Consideration:

- This item is being presented for information only.
- Consumers reside in the home, which has a concrete loading and unloading pad near the front/side entrance to the home and gravel driveway from the road to the pad.
- To improve access and enhance the property aesthetics, Facility Management is reviewing options to have a concrete driveway installed on the property.

Points to Consider:

- The Facility Management Department is seeking quotes for the proposed work; an in-house preliminary estimate is \$5,000 to \$8,000.
- Council approved \$350,000 toward construction of the home at its regular meeting occurring 12/11/17.
- DSN expended \$295,425 from its building acquisition fund for the project as of October 2018.
- DSN has funding available to cover the proposed work; as of 11/26/19 its fund balance is \$3,781,722.

Funding & Liability Factors:

- This item is being presented as information only.

Council Options:

- N/A. For information only.

Recommendation:

- N/A. For information only.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS AND UTILITY EASEMENT FOR A PORTION OF A RIGHT OF WAY OWNED BY BEAUFORT COUNTY KNOWN AS CASSIDY DRIVE OFF BUCKWALTER PARKWAY IN BULFFTON TOWNSHIP SOUTH CAROLINA

Council Committee:

Public Facilities Committee

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Conveying an Access and Utility Easement to BJWSA for a portion of parcel R610 022 000 1125 0000 located on Cassidy Drive.

Points to Consider:

BJWSA needs the easement to provide various water/sewer functions in the Cassidy Drive area.

Funding & Liability Factors:

N/A

Council Options:

Approve or Not Approve Access and Utility Easement to BJWSA.

Recommendation:

Approve Access and Utility Easement to BJWSA

Z:\25732\25732.1000\Survey\DWG\25732.1000s.plt BJWSA Esmt.dwg - Nov 14, 2019 - 6:50:51 AM

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	235.00'	20.62'	S 89°31'30" E	20.62'	5°01'42"
C2	235.00'	13.83'	S 79°55'43" E	13.83'	3°22'21"

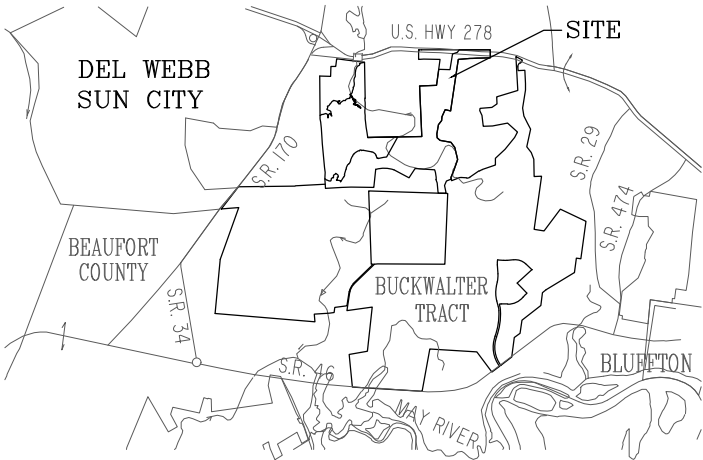
LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°58'01" W	15.01'
L2	N 85°17'12" E	35.72'
L3	N 01°47'16" W	10.98'
L4	N 87°22'07" E	15.00'
L5	S 01°47'16" E	10.54'
L6	N 86°02'44" E	18.80'
L7	N 86°08'00" E	221.14'
L8	N 11°45'16" E	2.03'
L9	N 43°47'36" E	4.86'
L10	S 43°47'36" W	5.45'
L11	N 86°08'00" E	25.85'
L12	S 78°14'33" E	30.37'
L13	S 11°45'27" W	3.62'
L14	S 86°08'00" W	76.83'
L15	N 11°45'16" E	35.32'
L16	S 78°14'44" E	23.99'
L17	S 11°45'16" W	10.00'
L18	N 78°14'44" W	40.00'
L19	N 02°37'53" W	10.00'
L20	N 11°45'16" E	30.54'
L21	S 86°02'44" W	26.53'
L22	S 85°17'12" W	43.26'

NOTES

- TAX MAP NO. (PARENT TRACT): R610 022 000 1125 0000.
- ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0055D & 0085D, REVISED SEPTEMBER 29, 1986, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED OUTSIDE A FLOOD HAZARD AREA IN ZONE C.
- COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
- THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
- A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
- THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.
- FOR WETLAND BUFFERS AND SETBACKS REFER TO BUCKWALTER P.U.D. AND ANNEXATION DOCUMENTS.
- PLAT REFERENCES: PB 150 PAGE 33.

EXHIBIT "B"

GRID NORTH



VICINITY MAP not to scale

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EASEMENT PLAT
ACCESS & UTILITY
EASEMENT WITHIN
CASSIDY DRIVE
PORTION OF
BUCKWALTER

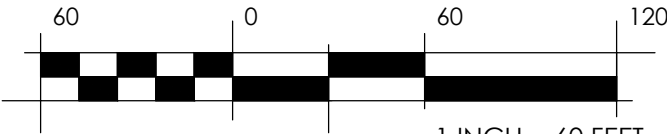
TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for
BJWSA



50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com



plat 11-14-19 drawn LPO reviewed RKM field N/A crew N/A

job 25732.1000

SHEET 1 OF 1

BUCKWALTER PARKWAY 120' R/W

953.3' TO U.S. HIGHWAY NO. 278

20' UTILITY EASEMENT

50' PUD BUFFER

CASSIDY DRIVE R/W VARIES

ACCESS & UTILITY
EASEMENT
9,385 SF
0.215 AC.

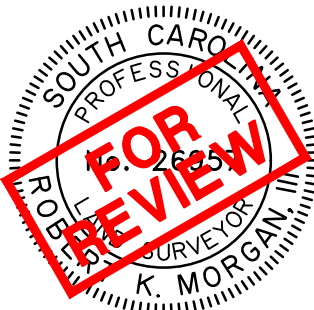
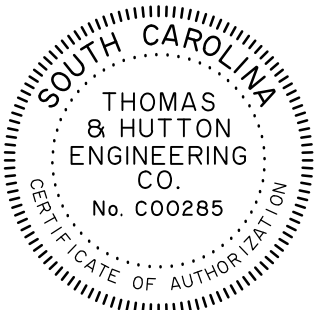
N/F PARCEL C1, LLC
PB 150, PAGE 33
R610 022 000 1122 0000

N/F VINEYARD BLUFFTON, LLC
PB 150, PAGE 33
R610 022 000 1121 0000

N/F BEAUFORT COUNTY
PB 150, PAGE 33
R610 022 000 1125 0000

N/F RAYMOND A. AND
JOHNNIE S. BOYLES, TRUSTEE
R600 022 000 0013 0000

BJWSA
PUMP STATION
CPI64



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

ROBERT K. MORGAN, III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 26957

LEGEND

- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- IRON PIPE (FOUND)

Ordinance No. 2020/____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS AND UTILITY EASEMENT FOR A PORTION OF A RIGHT OF WAY OWNED BY BEAUFORT COUNTY KNOWN AS CASSIDY DRIVE OFF BUCKWALTER PARKWAY IN BLUFFTON TOWNSHIP SOUTH CAROLINA.

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R610 022 000 1125 0000 Right of Way located in the Town of Bluffton, also known as Cassidy Drive off of Buckwalter Parkway; and

WHEREAS, Beaufort Jasper Water Sewer Authority has requested that Beaufort County grant an Access and Utility Easement of said property for the purpose of accessing, constructing and servicing various water/sewer functions more particularly described in document entitled “Access and Utility Easement” prepared by the Law firm of Tupper, Grimsley, Dean & Canandy, P.A (attached as Exhibit “A”) and shown on a plat entitled "Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter" prepared by Thomas & Hutton, certified by Robert K. Morgan, III, SCPLS, dated November 14, 2019 attached as Exhibit “B”; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Access and Utility Easement attached as Exhibit “A” and more particularly shown as "Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter" attached as Exhibit “B”; 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 that the County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of an Access and Utility Easement for a portion of a right of way owned by Beaufort County and as described on the attached Exhibit “A” (Access and Utility Easement) and Exhibit “B” (Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter).

DONE this ____ day of _____ 20 ____.

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

EXHIBIT "A"

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

TG&D File #0075

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

STATE OF SOUTH CAROLINA)
) ACCESS AND UTILITY EASEMENT
COUNTY OF BEAUFORT)

THIS AGREEMENT made this ____ day of _____, 20____, by and between Beaufort County (hereinafter referred to as "Grantor") whose address is PO Box 1228, Beaufort, SC 29902, and Beaufort-Jasper Water & Sewer Authority of 6 Snake Road, Okatie, South Carolina 29909 (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is the owner of the property described herein, known as Cassidy Drive, a portion of Buckwalter, Town of Bluffton, Beaufort County, South Carolina; and

WHEREAS, Grantor desires to grant to Grantee a permanent utility easement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Beaufort County, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and no other valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents, subject to the terms and conditions contained herein, does bargain, sell, convey, transfer and deliver unto Grantee a permanent utility easement, including the perpetual rights to enter upon the real estate hereinafter described, for the purposes intended herein, to-wit: to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area, 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 to the Grantor's property, 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.

Together with the right, from time to time, to trim, cut, or remove trees, underbrush and other obstructions that are over, under, or through a strip of land, within the Easement Area; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting, or removing) caused by BJWSA in maintaining or repairing said water/sewer main and service lines, hydrants, valves, and meters, shall be borne by such Grantee. The parties to this Agreement agree that if any patching or repair and/or replacement of pavement and/or curbing is required as a result of the actions of BJWSA, said patchwork will be the sole responsibility of the BJWSA. Notwithstanding the foregoing, BJWSA will be responsible to repair and/or replace any other damage such Grantee causes to other utility lines servicing the Grantor's property or

any permanent improvement thereupon and agrees to put the Easement Area, to include landscaping, back to its pre-construction condition (to the extent Grantee is responsible therefor).

The permanent easement hereby granted to the Grantee consists of a strip of land as hereinafter described on property as shown on the drawing referenced herein and more particularly described as follows (herein referred to as "Easement Area"):

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, consisting of 0.215 acres, 9,385 SF, more or less, and lying within the right-of-way of Cassidy Drive as will be more fully shown on that certain plat entitled "Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter" prepared by Thomas & Hutton, certified by Robert K. Morgan, III, SCPLS, dated November 14, 2019, a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

This being a portion of the property conveyed to the Grantor herein by deeds recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3710 at Page 141 and Deed Book 3710 at Page 147.

TAX REF: R600 022 000 1125 0000 (PORTION OF)

AND ALSO, the Grantor grants to the Grantee the right and authority to approve the location of any additional utility easement that might be located within the above-described easement.

To have and to hold said permanent easement unto the Grantee, its Successors and Assigns, forever.

Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real estate above-described, that it has good lawful right to convey it, or any part thereof, and that it will forever warrant and forever defend the title thereto against the lawful claims of its successors and assigns.

IN THE PRESENCE OF:

GRANTEE:

BEAUFORT-JASPER WATER &
SEWER AUTHORITY

witness signature

(printed name of witness)

Notary Public signature

(printed name of Notary Public)

By: _____
(authorized signature)

(printed name)

Its: _____
(printed title)

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-Jasper Water & Sewer Authority by _____
its _____ sign, seal and as its act and deed, deliver the within written
instrument, and that s/he with the other witness above-named witnessed the execution thereof.

SWORN TO BEFORE ME, this _____ day of _____, 20____.

(Notary Public signature)

(printed name of Notary Public)

Notary Public for South Carolina

My Commission Expires:

witness signature

(printed name of witness)



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation for Contract Award for IFB #071019, Water Heater Replacement for the Beaufort County Detention Center

Council Committee:

Public Facilities Committee

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director, CPPO and Mark Roseneau, Director of Facilities Management

Issues for Consideration:

Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide a new water heater system, which includes equipment, installation, and warranty. The project includes the removal of the existing 27 year old gas fired boilers, water storage tanks and associated pumps and piping. New high efficiency on demand gas fired tankless water heating units are specified replacements of the old water heating systems. This is a rebid for the equipment and services due to a lack of bidders. We conducted a mandatory pre-bid meeting on June 6, 2019. A total of five (5) vendor's attended the meeting. Two bids were received and opened on July 10, 2019.

Points to Consider:

1. Received the following two bids: Hoffman Brothers from Wando, SC for \$287,357* and Mitchell Brothers, Inc., Seabrook, SC for \$330,360.
 2. County staff evaluated the bids, along with our engineering firm, RMF Engineering and determined that Hoffman Brothers was the lowest responsive and responsible bidder.
- *The total Bid includes a Contingency allowance of \$28,735 to cover any unforeseen conditions. The grand total for the project including the contingency is \$316,092. Hoffman Brothers of Wando, S.C. is self-performing and will use their own equipment for installation. Staff believes that Hoffman Brothers' bid is reasonable for the Scope of Work and recommends the award.

Funding & Liability Factors:

Account #10001310-51130 Repairs to Buildings

Council Options:

Approved or disapprove the contract.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to Hoffman Brothers in the amount of \$287,357, plus the Contingency allowance of \$28,735 to cover unforeseen conditions for the Water Heater Replacement Services for the Beaufort County Detention Center. Total contract award is \$316,092.



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: Recommendation for Contract Award for IFB #071019, Water Heater Replacement for the Beaufort County Detention Center

DATE: December 2, 2019

BACKGROUND: Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide a new water heater system, which includes equipment, installation, and warranty. The project includes the removal of the existing 27 year old gas fired boilers, water storage tanks and associated pumps and piping. New high efficiency on demand gas fired tankless water heating units are specified replacements of the old water heating systems. This is a rebid for the equipment and services due to a lack of bidders. We conducted a mandatory pre-bid meeting on June 6, 2019. A total of five (5) vendor's attended the meeting. Two bids were received and opened on July 10, 2019. The County received bids from the following two firms:

<u>BIDDERS:</u>	<u>Bid Total Cost</u>
1. Hoffman Brothers, Wando, SC	\$287,357*
2. Mitchell Brothers, Inc., Seabrook, SC	\$330,360

County staff evaluated the bids, along with our engineering Firm, RMF Engineering and determined that Hoffman Brothers was the lowest responsive and responsible bidder.

*The total Bid includes a Contingency allowance of \$28,735 to cover any unforeseen conditions. The grand total for the project including the contingency is \$316,092. Hoffman Brothers of Wando, S.C. is self-performing and will use their own equipment for installation. Staff believes that Hoffman Brother's bid is reasonable for the Scope of Work and recommends the award.

FUNDING: Account #10001310-51130 Repairs to Buildings

FOR ACTION: Public Facilities Committee on December 2, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to Hoffman Brothers in the amount of \$287,357, plus the Contingency allowance of \$28,735 for a total contract award of \$316,092 for the Water Heater Replacement Services for the Beaufort County Detention Center.

cc: Ashley Jacobs, County Administrator
Christopher Inglese, Deputy County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Phil Foot, Director Public Safety
Mark Roseneau, Director Facilities Management

Attachment: Bid Tab



CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the “Agreement”) is made this 6th day of November 2019, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as “County”) and Hoffman Mechanical Solutions, Inc. (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement to provide a new water heater system for Beaufort County Detention Center, subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: DESCRIPTION

This Agreement shall consist of the terms, conditions, specifications and provisions contained in IFB 071019 dated June 6, 2019 (Exhibit “A”), the Contractor’s Proposal dated July 8, 2019 (Exhibit “B”), the Recommendation Memo dated December 2, 2019 (Exhibit “C”), and the Agenda Item Summary dated December 2, 2019 (Exhibit “D”).

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of the terms and conditions of the IFB 071019 and the responsive Bid Proposal, the terms of this Agreement shall control and govern the rights and obligations of the Parties.

ARTICLE 2: LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County. Further, Contractor’s liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder.

ARTICLE 3: INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages may be reduced to the extent caused by the acts or omissions of the County.

ARTICLE 4: ASSIGNMENT

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

ARTICLE 5: TERM

The term of this Agreement shall begin January 1, 2020 and end on June 30, 2020. This Agreement may be extended after the initial term upon prior written approval by the County. Any request for extensions to this completion date MUST be submitted to the County for approval.

ARTICLE 6: COMPENSATION

Compensation is based on Contractor's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract is estimated to be \$316,092 (three hundred sixteen thousand ninety two dollars), subject to the terms and conditions of this Agreement.

The County and the Contractor agree that the Contractor will track the overall cost of each task and will advise the County in writing PRIOR TO exceeding the estimated cost delineated in this Article. This Scope of Work may be modified in the future by mutual agreement of the County if needed to re-allocate fees among these tasks or to adjust the maximum cost not to exceed.

Work performed on this Contract will be accounted for separately by the Contractor.

Termination for Non-appropriation of Funds: All terms of compensation provided for herein, are subject to the County's procurement procedures and practices, including necessary approvals of County Council. In the instance County Council declines to appropriate funds for compensation under the terms provided herein, this contract shall be deemed null and void as of the end of the then current appropriation period. Failure of County Council to appropriate funds shall not result in any penalty nor subject the County to any liability for any claims of specific performance, writ of mandamus, breach of contract, negligence or any other legal claim.

ARTICLE 7: INSURANCE

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's IFB 071019.

INSURANCE REQUIREMENTS:

Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least

\$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
7. The contractor shall furnish a \$5,000 cash property loss bond. Any property determined to be missing during this service and is determined to be the contractors employees fault, the cash bond shall be used to replace the item at the original cost of the item (s) lost.

ARTICLE 8: DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9: TERMINATION

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within ten (10) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least ten (10) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15)

business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

ARTICLE 10: COUNTY RESPONSIBILITIES

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 11: FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

ARTICLE 12: SEVERABILITY

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 13: INDEPENDENT CONTRACTOR

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

ARTICLE 14: NOTICE

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Beaufort County Administrator
Attn: Ashley Jacobs
P. O. Drawer 1228
Beaufort, SC 29901-1228
Beaufort County

Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: Hoffman Mechanical Solutions, Inc
PO Box 77319
Greensboro, NC 27417-7319

ARTICLE 15: CHANGE ORDERS

Should the Scope of Work as noted in Article 1 of this Agreement change as a result of:

- a) County requested changes to the approved Scope of Work, or
- b) Increase in work needed to complete any approved Change Order as a result of unexpected occurrence outside of the control of the Contractor, or
- c) The County requests additional Change Orders from the Contractor,

Then the Contractor will prepare and submit to the County an amendment to the applicable Change Order, or where no Change Order is in place of such additional services, the Contractor will prepare a Change Order for the County's review. No additional services will be undertaken by the Contractor without the approval of a Change Order or Change Order Amendment by the County.

ARTICLE 16: AUDITING

The Contractor shall make available and provide to the County if requested, true and complete records with fifteen days' notice, which support billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least three years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

ARTICLE 17: GRATUITIES

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or her appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

ARTICLE 18: INVOICES

All invoices for work done under this Agreement should be directed to the County Representative, Mark Roseneau –

Located at: Beaufort County Public Works
120 Shanklin Road
Beaufort, S.C. 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order and Contract Number
- d) Tax Identification Number

Unless otherwise indicated, all invoices must be timely and accurate.

ARTICLE 19: PURCHASE ORDERS

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

ARTICLE 20: ORDER OF DOCUMENTS

The following are incorporated into and made a part of this Agreement by reference:

- a) IFB, Bid Response, Recommendation Memo and AIS

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of the terms and conditions of the Invitation for IFB 071019 and the responsive Bid Proposal, the terms of this Agreement shall control and govern the rights and obligations of the Parties.

ARTICLE 21: TOTAL AGREEMENT

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

ARTICLE 22: GOVERNING LAW

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

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

WITNESSES:

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

Signature: _____

Name: Ashley Jacobs,
County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228
Phone: 843-255-2026
Fax: 843-255-9403
Date: _____

WITNESSES:

Hoffman Mechanical Solutions, Inc.

Signature: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request approval to Purchase one new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, a State Contract Vendor for the Publicworks Department.

Council Committee:

Public Facilities Committee

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Beaufort County Purchasing Director

Issues for Consideration:

1. Price provides the lowest cost by state bids.
2. This new truck will replace a 2007 Freight-liner Dump Truck with 198,120 miles which has reached its life cycle.

Points to Consider:

1. Total cost is \$121,361.21, which includes the purchase of the Chassis for \$89,173.21 from Carolina International Trucks, Inc, Columbia, SC and the Dump Body and equipment from Lee Transport Equipment for \$31,688. This also include delivery and manuals plus sales tax of \$500 for a total cost of \$121,361.21.

Funding & Liability Factors:

Account # 10001320-54200-Specialized Capital Equipment, Balance \$265,766.00.

Council Options:

Approve or disapprove the purchase award.

Recommendation:

The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$121,361.21 to purchase the 2021 International HV607 SBA (HV607) Dump truck as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

First Vehicle Services
Beaufort County Division
P.O. Box 6016
Beaufort, SC 29902-6016

To: Katie Gottschalk

Department: General Support

Subject: Evaluation of Equipment #23139

Subject equipment was evaluated on Date: 11/14/2019
Maintenance cost history is attached.

It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.

Kelly Blue Book Private Party value of this unit is unknown due to vehicle type

Total repair cost to date for the unit is \$89,340

Estimate future and present repair cost are \$30,000 / engine needs rebuilt / burning oil. Also has electrical module and wiring system issue. Harness repair kit is unavailable.
(This cost does not include other possible major component failures such as transmission and drive train.)

This unit exceeds APWA guidelines for replacement, based on age (13 years), present condition and mileage (197,720).

Jeremy Kircus, General Manager
FVS/Beaufort Co.







Prepared For:

Beaufort County Public Works
 katie gottschalk
 120 Shanklin Rd.
 Beaufort, SC 29906-8402
 (843)470 - 2739
 Reference ID: 4400017275 *= STATE CONTRACT*

Presented By:

CAROLINA INTERNATIONAL TRUCKS, INC
 Steve Wiser
 1619 BLUFF RD
 COLUMBIA SC 29201 -
 (803)799-4923

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

Model Profile**2021 HV607 SBA (HV607)**

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 56000. Calc. GVWR: 56000 Calc. Start / Grade Ability: 19.58% / 2.19% @ 55 MPH Calc. Geared Speed: 78.2 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, w/. 433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDL2 DL (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4677	TRAILER HOSES Glad Hands for Four-Wheel Connections, Temporarily Mounted with Bulkhead Connectors on End of Frame, Includes Additional Hosing and Dummy Glad Hands
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

<u>Code</u>	<u>Description</u>
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GHU	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt 200 Amp. Capacity, Pad Mount, with Remote Voltage Sensor
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8HAT	WIRING, SPECIAL Includes Wires Installed Through the Dash Panel and End in Engine Compartment, In Cab Wire Ends Will Have ESC Input Terminals, Engine Compartment Wire Ends will have Sealed Connectors
8MJV	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 3800CCA Total, Top Threaded Stud
8RMP	RADIO AM/FM/WB/Clock/3.5MM Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

<u>Code</u>	<u>Description</u>
8THN	TURN SIGNAL SWITCH with Hazard Flasher Overrides Brake, To be Done with Programming System Controller
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} LED Multi-Function Lamp, Mounted Outside Rails, Includes License Plate Light
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WKM	SOLENOID, AIR for Customer Use; Provides (6) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only with Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAT	GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10ABJ	SURCHARGE, FRONT AXLE for Meritor Front Axles
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

<u>Code</u>	<u>Description</u>
12EHW	ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WGK	TRANSMISSION COOLER HOSES Stainless Steel
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission
14GVL	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, w/.433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29
14ULX	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

<u>Code</u>	<u>Description</u>
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WHV	ANTI-SIPHON DEVICE for Single Tank; 2-Inch Diameter; Located inside Fuel Tank Fill Neck
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WKZ	KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

<u>Code</u>	<u>Description</u>
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
60AKZ	BDY INTG, DASH IND LT TRICOLOR (2) for Optional Usage Customer to Program
7372135417	(8) TIRE, REAR 11R22.5 Load Range G HDL2 DL (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SZG	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment
1	Lee truck body

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$151,928.00	
Service Items	\$7,540.00	
Total Factory List Price Including Options:		\$159,468.00
ADMIN FEE 1%	\$900.00	
Lot Charge	\$300.00	
PDI - no charge	\$0.00	
Wash (Body Shop)	\$150.00	
DOT inspection (Service)	\$51.00	
Fuel 70 gallon tank requires 1/4 tank	\$50.00	
17.5 gallons @ 2.50/gallon - \$43.75)		
Operator Manual (thumb drive) No Charge	\$0.00	
Training No Charge	\$0.00	
**Mud Flaps standard without Front	\$0.00	
Fender Extensions - DO NOT ORDER		
FENDER EXTs OR 10WWP MUD		
FLAPS to meet Factory Installed Items:		
Mud flaps, front only, black		
spare keys	\$52.00	
TSC handling	\$15.00	
Total Preparation And Delivery:		\$1,518.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$163,336.00
Less Customer Allowance:		(\$74,162.79)
Total Vehicle Price:		\$89,173.21
Total Body/Allied Equipment:		\$31,688.00
Total Sale Price:		\$120,861.21
Total Per Vehicle Sales Price:		\$120,861.21
Total Net Sales Excluding Taxes:		\$120,861.21
IMF Fee	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$121,361.21

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

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

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

Official Title and Date

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

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Commission of Animal Service Officer Daniel Hernandez

Council Committee:

Public Facilities

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):

Phil Foot, Assistant County Administrator for Public Safety

Issues for Consideration:

N/A

Points to Consider:

Animal Services Officers are appointed and commissioned by County Council under S.C. State Code Section 4-9-145.

Funding & Liability Factors:

N/A

Council Options:

To appoint Daniel Hernandez as an Animal Service Officer.

Recommendation:

It is the recommendation of the Animal Services Department Director Tallulah McGee and Phil Foot to appoint Daniel Hernandez as an Animal Service Officer for Beaufort County, SC.

RESOLUTION 2019 /

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

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

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

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

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

Daniel Hernandez Emp # 9878, Beaufort County Animal Service Officer

2. Each Animal Service Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as an Animal Service Officer.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER

[Legal Review Process Instructions](#)

OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 • Beaufort, SC 29901

102 Industrial Village Road, Building #1

843.255.2055 (O) • 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0081

Originally submitted on: 11/7/2019 8:48:38 AM

Select Type: Ordinance/Resolution

Document Title: Resolution Animal Service Officer

Department: Animal Services

Requester's Name: Philip A. Foot

Ph: 5-5171

Em: philipf@bcgov.net

Date Needed by: 11/22/2019

Description of Document or Any Concerns:

Appointment of new Animal Service Officer- Daniel Hernandez

Is the County receiving a reimbursement or any compensation? ☐ Yes ☒ No

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

Attachments:



Resolution ASO Daniel
Hernandez.docx
14.68 KB



No file attached



No file attached

2019-11-07T08:51:14

LEGAL DEPARTMENT USE ONLY- INITIAL REVIEW

Attachments:



No file attached



No file attached



No file attached

-
- ☒ Approved ☐ On Hold
☐ Disapproved ☐ Additional Documents Requested

Comments:

Brittany L. Ward

11:42:15 AM

Legal Staff

11/8/2019

Date / Time

Foot, Philip

From: Holland, Alicia
Sent: Friday, November 8, 2019 3:42 PM
To: Foot, Philip
Subject: RE: Resolution Finance Approval

Assistant County Administrator Foot,

It appears Finance approval is not applicable. However, if the formality results in an increase in compensation to this employee, we will need to consider the budget implications of the compensation increase.

Thanks,
Alicia

Alicia Holland, CPA, CGMA
Assistant County Administrator, Finance
Post Office Drawer 1228
Beaufort, SC 29901-1228
(843) 255-2297 office
(843) 255-9422 fax

From: Foot, Philip
Sent: Friday, November 08, 2019 3:16 PM
To: Holland, Alicia
Subject: Resolution Finance Approval

Assistant County Administrator Holland,

Can you please review my Resolution for appointment of an Animal Service Officer per the flow chart provided by Administration. The Resolution is a formality to have the officer commissioned by County Council.

Thank you,
Philip A. Foot

Assistant County Administrator
Public Safety
Beaufort County, SC



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Keep Beaufort County Beautiful Letters Of Intent

Council Committee:

Public Facilities

Meeting Date:

December 2, 2019

Committee Presenter (Name and Title):**Issues for Consideration:**

Letters of Intent (LOI)

C. Campbell

P. Floyd

J. Gualdoni

E. Hutton

C. Murphy

Points to Consider:**Funding & Liability Factors:****Council Options:****Recommendation:**

November 14, 2019

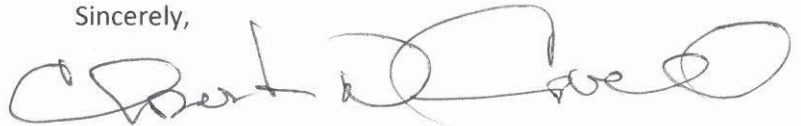
Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Keep Beaufort County Beautiful Board, effective February 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Campbell", with a stylized, looping flourish at the end.

Christopher Campbell
(Council District 1)

November 14, 2019

Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Keep Beaufort County Beautiful Board, effective February 2020.

Sincerely,

Pamela Floyd

Pamela Floyd
(Council District 3)

November 14, 2019

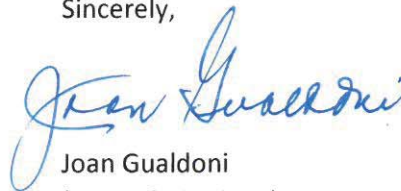
Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Keep Beaufort County Beautiful Board, effective February 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joan Gualdoni". The signature is fluid and cursive, with the first name "Joan" and last name "Gualdoni" clearly distinguishable.

Joan Gualdoni
(Council District 6)

November 14, 2019

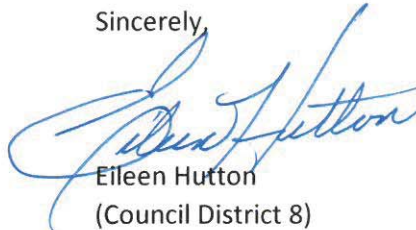
Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Keep Beaufort County Beautiful Board, effective February 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eileen Hutton", is written over the printed name and title.

Eileen Hutton
(Council District 8)

November 14, 2019

Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Keep Beaufort County Beautiful Board, effective February 2020.

Sincerely,

A handwritten signature in blue ink that reads "Carol A. Murphy". The signature is fluid and cursive, with the first name "Carol" and last name "Murphy" clearly legible.

Carol Murphy
(Council District 5)



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ___ Accommodations Tax (2% State)
- ___ Airports
- ___ Alcohol and Drug Abuse
- ___ Assessment Appeals
- 1 Beaufort County Transportation
- ___ Beaufort-Jasper Economic Opportunity
- ___ Beaufort-Jasper Water & Sewer
- ___ Beaufort Memorial Hospital
- ___ Bluffton Township Fire
- ___ Burton Fire
- ___ Coastal Zone Management Appellate (inactive)
- ___ Construction Adjustments and Appeals
- ___ Daufuskie Island Fire
- ___ Design Review
- ___ Disabilities and Special Needs
- ___ Economic Development Corporation
- ___ Forestry (inactive)
- ___ Historic Preservation Review
- ___ Keep Beaufort County Beautiful
- ___ Lady's Island / St. Helena Island Fire
- ___ Library
- ___ Lowcountry Council of Governments
- ___ Lowcountry Regional Transportation Authority
- ___ Parks and Recreation
- ___ Planning *
- ___ Rural and Critical Lands Preservation
- ___ Sheldon Fire
- ___ Social Services (inactive)
- ___ Solid Waste and Recycling
- ___ Southern Beaufort County Corridor Beautification
- ___ Stormwater Management Utility
- ___ Zoning

DATE: 11/13/19 NAME: Scot A. Clark

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 470932665

OCCUPATION: Home Builder

TELEPHONE: (Home) 404-328-5715 (Office) EMAIL: scotc102@gmail.com

HOME ADDRESS: 1012 11th Street, Port Royal STATE: SC ZIP CODE: 29935

MAILING ADDRESS: P.O. Box 724 STATE: SC ZIP CODE: 29935

COUNTY COUNCIL DISTRICT: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐

ETHNICITY: Caucasian ☒ African American ☐ Other ☐

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes ☒ No ☐

If "yes", what is the name of the board and when does term expire? Town of Port Royal Zoning Board

- Please return completed form and a brief resume' either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature:

Submit by Email

Vaughn, Tithanie

From: Howard, Alice G.
Sent: Thursday, November 21, 2019 2:41 PM
To: Vaughn, Tithanie; Brock, Sarah
Subject: Fwd: Application for Transportation Commission
Attachments: Scot Clark Application.pdf; ATT00001.htm; Scot's Resume (04-14-17).pdf; ATT00002.htm; PROJECTS 04-17-17.pdf; ATT00003.htm

Please see the attached application for CTC position
Thank you Alice

Alice Howard
Beaufort County Council
District 4
Office: 843-255-2202 cell 843-986-7403

Begin forwarded message:

Begin forwarded message:

From: Scot Clark <scotc1012@gmail.com>
Date: November 13, 2019 at 8:12:39 PM EST
To: Alice Howard <ahoward@bcgov.net>
Subject: Application for Transportation Commission

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Alice,

I was able to find the application on my laptop and filled it out and attached it below. I have also included my resume for your file. My resume has not been updated to include anything that i have done since "retiring" from my company in Atlanta back in September, 2018 though. In short, I have a Civil Engineering and Management degree from Purdue University and have been in the development and Commercial/Residential construction business for the last 35 years. Most recently, I was a partner of a home building company in Atlanta and was responsible for the day-to-day operations of the company. I tried retirement down here, but got bored after three months and in January of this year I started working at Latitude Margaritaville Hilton Head as their Quality Control Manager. I have also included a partial list of projects that I have done over my career as well.

Please let me know if there is anything else that you need.

Thank you,

Scot Clark

Vaughn, Tithanie

From: Weitz, Kristina
Sent: Thursday, November 21, 2019 2:47 PM
To: Vaughn, Tithanie
Cc: Brock, Sarah
Subject: RE: Scot Clark

Everything is perfect for him. He also has a PO Box for mailing. Not sure if you need to know that. He is in CC 4.

Respectfully,

Kristina Weitz
Voter Registration and Elections Coordinator

Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Drawer 1228
Beaufort, SC 29906 – Beaufort, SC 29901
Voice: (843) 255-6900 -- Fax: (843) 255-9429 -- Website:
<https://www.beaufortcountysc.gov/vote/> ***{PLEASE NOTE OUR NEW WEBSITE!!}***

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Thursday, November 21, 2019 14:45
To: Weitz, Kristina <kweitz@bcgov.net>
Cc: Brock, Sarah <sbrock@bcgov.net>
Subject: Scot Clark

Good Afternoon ,

Can you please check

Scot A Clark
1012 11th Street
Port Royal , SC 29935

VR# 470932665

Tithanie Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



SCOT A. CLARK

1012 11th Street
Port Royal, South Carolina 29935
Cell: 404-328-5715
scotc1012@gmail.com

2026 Westwood Circle
Smyrna, Georgia 30080

CAREER PROFILE:

Over 35 years of experience in single-family, multi-family, retail, hotel and office development and construction including asset management. Combines leadership, problem solving and communication skills in pre-development, scheduling, general contractor and design team negotiations, budget management and project coordination.

RESIDENTIAL CONSTRUCTION & DEVELOPMENT EXPERIENCE:

EA Homes
Division President / Executive Vice President

March 2008 to Present
Atlanta, Georgia

Responsible for the daily operations of the company, including Field Operations, Architecture and Design, Project Management, Purchasing and Estimating

- Management of the daily operations of the company with an emphasis on all construction related activities
- Coordination of the due diligence process for every new project to determine its feasibility
- Development of a detailed proforma template to analyze prospective new projects
- Direct the design development of new residential product, including single-family and townhomes
- Selected and managed the implementation of a homebuilding management software suite
- Oversee the purchasing and estimating of all new product
- Direct the field management team through the entire construction process, including pre-construction activities, scheduling, budget development and reporting

PEC Development Group, Inc.,
COO and Vice President of Development

May 2003 to March 2008
Atlanta, Georgia

Responsible for the daily operations of the company, with the main responsibility being infrastructure and community development

- Developed and implemented company policies, procedures and systems to improve company efficiency and profitability
- Retained the civil engineering firm to design and develop the infrastructure and community development plans
- Developed project budgets and created and maintained the project proformas
- Developed and updated the project schedules
- Created the scopes of work and developed bid packages for all vendors and trades
- Negotiated and awarded the scope of work to the lowest qualified contractor

COMMERCIAL DEVELOPMENT EXPERIENCE:

Dewberry Capital Corporation
Vice President – Construction

April 2002 – May 2003
Atlanta, Georgia

Responsible for the development and construction departments for this real estate firm with a portfolio of over 6 million square feet of real estate, including office, retail and multi-family.

- Implemented a new cost tracking and reporting system to ensure consistency and cost management while developing historical cost records for use on future projects.
- Successfully completed the phased expansions of two retail developments on time and within budget while overcoming multiple obstacles such as unsuitable soils, inclement weather and limited budgets.
- Managed the design development of a master plan for a 1,500,000 square foot urban mixed-use development comprised of two Class-A office buildings, a luxury condominium, apartment tower, and urban retail.
- Directed the pre-development activities of a 13-story, 420,000 square foot build-to-suit office building and a 7-story parking deck.
- Managed the pre-development activities for a 400-unit urban apartment complex.

White & Associates Properties
Vice President – Development

July 1999 – April 2002
Atlanta, Georgia

Recruited back to White & Associates to direct the development of mid-rise multi-family loft condominiums and apartment-to-condominium conversion projects.

- Completed the development of Buckhead Village Lofts, a 10-story loft condominium and the first “new construction” loft project in the southeast.
- Orchestrated the development of Mathieson Exchange Lofts, a 16-story loft condominium project, from the preliminary pro forma through program development, design, shell construction and buildout of the interior units.
- Managed the condominium conversion of a 110-unit garden style apartment complex.
- Liaison to both the debt and equity partners on both loft developments.
- Negotiated, selected and managed the design teams and general contractors.
- Performed investment analysis on prospective acquisitions and future development projects.

Neal & Loia Construction Company
Vice President/Chief Operating Officer

July 1998 – July 1999
Atlanta, Georgia

Coordinated the daily operations of the company and was directly responsible for the execution of the company’s first multi-story residential construction project.

- Developed the company’s operations manual and strategic plan.
- Researched, negotiated and implemented the installation of a fully integrated construction and financial management program that improved project tracking and company efficiency.

Highwoods Properties
Office Development Manager

January 1997 – July 1998
Atlanta, Georgia

Responsible for new development and acquisition of commercial office buildings for this regional Real Estate Investment Trust that acquired White & Associates in January 1997.

- Selected and managed the project design team from conceptual design through project completion.
- Bid, selected and managed the general contractor from project inception through certificate of occupancy.
- Performed investment analysis on prospective acquisitions.

White & Associates, Inc.
Vice President - Construction

July 1989 – January 1997
Atlanta, Georgia

Solely responsible for the management and operations of the construction department.

- Developed the annual capital improvement budget for a 1.2 million square foot office park.
- Managed the daily operations of the construction and interior design departments.
- Partnered with the leasing department to successfully negotiate and deliver over 250,000 square feet of government leases including the FBI, ATF, GAO and U.S. Fish and Wildlife.
- Re-developed and acted as asset manager of a 300,000 square foot office building for a foreign investor. The building was awarded Atlanta's 1994 Best Rehabilitation/Renovation Award and received national honorable mention.

Toon Construction Company,
Project Manager

October 1987 – July 1989
Atlanta, Georgia

Corporex Constructors,
Project Engineer

October 1985 – October 1987
Atlanta, Georgia

Huber, Hunt & Nichols, Inc.,
Project Engineer

June 1980 – October 1985
Indianapolis, Indiana

EDUCATION:

Purdue University, West Lafayette, Indiana
Bachelor of Science in Construction Engineering and Management, 1984

PROFESSIONAL AFFILIATIONS AND POSITIONS:

South Carolina Licensed Home Builder
Georgia Licensed Residential and Light Commercial Contractor
Current Chapter President of the Greater Atlanta Home Builders Association
Member of the Board of Directors for the Greater Atlanta Home Builders Association

Project Experience for Scot A. Clark

Land Development Experience:

- Development of the infrastructure for several mixed use master planned developments, which included commercial, retail, and residential
- Developed over 5000 residential lots and sold to national, regional and local home builders

Residential Experience:

- Land acquisition and development of 15 residential communities for Edward Andrews Homes
- Licensed General Contractor for over 780 single family and townhome units with an average sales price of \$575,000
- Recipient of over 40 company awards including the Best Design Center in the nation in 2016
- Edward Andrews Homes is currently the fifth largest Homebuilder in Georgia measured in annual revenue
- Mathieson Exchange Lofts – Atlanta, Georgia
 - 16-story, 285,000 SF loft condominium
 - \$45 million total development
- Buckhead Village Lofts – Atlanta, Georgia
 - 10-story, 270,000 SF loft condominium
 - \$42 million total development
- Chastain Park Condominiums – Atlanta, Georgia
 - 110 unit garden-style apartment complex converted to condominium
 - \$12 million total development

Retail Experience:

- Roosevelt Square Shopping Center – Jacksonville, Florida
 - 18,000 SF expansion to existing center
- Shiloh Square Shopping Center – Atlanta, Georgia
 - 25,500 SF expansion to existing center
- Rhodes Center – Atlanta, Georgia
 - Re-development of a historic retail building
 - Negotiated a land lease with the GDOT
 - Obtained the approval from the GDOT to blast and remove over 6000 yards of rock from underneath an existing federal bridge and installed a 14 foot high retaining wall against the bridge abutment

- Mt. Pleasant Square Shopping Center – Mt. Pleasant, South Carolina
 - Pre-development of 90,000 SF grocery-anchored shopping center
 - \$11 million total development budget

Commercial (Office) Construction and Development Experience:

- Century Center Master Plan - Atlanta, Georgia
 - Determined how to maximize the density of the park without sacrificing park setting
 - Produced conceptual estimates to be used to determine the design criteria
 - Developed an investment analysis program to study the feasibility of each proposed development project
 - Worked closely with the architect to design buildings that met the required Pro Forma
- 2400 Century Parkway - Atlanta, Georgia
 - 6-story, 135,000 SF office building
 - 4-level detached parking facility
 - \$16 million total development
- 10 Glenlake - Atlanta, Georgia
 - Phase one - 250,000 SF, 10-story office building and deck
 - \$45 million total development
- Worldspan Corporate Headquarters – Atlanta, Georgia
 - Pre-development of 420,000 SF build-to-suit office Building
 - \$76 million total development
- The pre-development activities on a 280,000 SF office building - Atlanta Georgia
 - 150,000 SF “Green” office building
 - 400 unit urban apartment complex.
- Tradeport Office Building - Atlanta, Georgia
 - Single Story, 45,000 SF office building
- 270 Peachtree - Atlanta, Georgia
 - \$10 million redevelopment of a 22-story, 320,000 SF office building
 - Received 1994 Atlanta Best Redevelopment Award
 - Received national recognition in *Buildings Magazine*
 - Completed in 6 months
- 270 Peachtree Parking Deck Expansion - Atlanta, Georgia
 - Added 3 levels onto a 5-level parking deck while keeping the deck open
 - Completed in 3 months
- FBI Vehicle Maintenance Facility - Atlanta, Georgia
 - 7800 SF free standing facility with ultra-high level security
 - Completed in 2 months
- Three Crown Center - Atlanta, Georgia
 - 3-story, 70,000 SF office building
 - Completed in 9 months

- North Gwinnett Medical Building - Sugar Hill, Georgia
 - 2-story, 60,000 SF Medical office building
 - Completed in 9 months including tenant buildout
- Institute of Paper Chemistry - Atlanta, Georgia
 - Redevelopment of a 120,000 SF steel fabricating facility into a paper research laboratory
 - Initial tenant occupancy in 6 months
- Platinum Tower - Atlanta, Georgia
 - 17-story, 300,000 SF office building & parking deck
 - Completed in 18 months
- SeaWorld Hotel - Orlando, Florida
 - 800 room hotel & conference facility
 - 10-story atrium
 - Completed in 16 months
- Merrill Lynch Corporate Campus - Plainsboro, New Jersey
 - 600,000 SF headquarters & training facility
 - Initial tenant occupancy in 12 months

Notable Tenant Buildout Projects

- Atlanta Committee for the Olympic Games Headquarters - Atlanta, Georgia
 - 180,000 SF office buildout
 - Extremely fast construction schedule done in multiple phases
- Federal Bureau of Investigations Regional Headquarters - Atlanta, Georgia
 - 70,000 SF ultra-high security
 - Shielded enclosure, emergency generator
 - Completed in 4 months
- Alcohol, Tobacco, & Firearms (ATF) Regional Headquarters- Atlanta, Georgia
 - 40,000 SF high security office
 - 8,000 SF ultra-high security forensics laboratory
 - Completed in 3 months
- General Accounting Offices (GAO) Regional Headquarters - Atlanta, Georgia
 - 45,000 SF office buildout
 - Completed in 3 months