County Council Agenda

Monday, December 09, 2019 at 6:00 PM

Council Chambers, Administration Building

100 Ribaut Road, Beaufort

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - Councilman Dawson
3. APPROVAL OF AGENDA
4. RECESS FOR TREE LIGHTING CEREMONY
5. APPROVAL OF MINUTES - October 28, 2019 Council Minutes
6. PROCLAMATION - World Aids Day
7. ADMINISTRATOR'S REPORT
8. LIAISON REPORT
9. CHAIRMAN'S MINUTE

ACTION ITEMS

10. Public Hearing and Second Reading of an Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve
11. Public Hearing and Second Reading of an Ordinance authorizing the approval of an access and utility easement and a security fence easement encumbering property owned by Beaufort County and known as a portion of the Olsen Tract
12. Public Hearing and Second Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease
13. Public Hearing and Third Reading of an Ordinance appropriating funds not to exceed $ 822,000 from the 3% local accommodations tax funds to Penn Center, Inc. to assist with Phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campuses
14. Public Hearing and Third Reading of an Ordinance authorizing the execution and delivery of a deed conveying a portion of property owned by Beaufort County at 35 Fording Island Road Extension South Carolina
15. Approval of New Employee Sick Leave Policy

Beaufort County Council Meeting

Chairman
STEWART H. RODMAN

Vice Chairman
D. PAUL SOMMERVILLE

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

County Administrator
ASHLEY M. JACOBS

Clerk to Council
SARAH W. BROCK

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact
Post Office Drawer 1228
Beaufort, South Carolina 299901-1228
(843) 255-2180
www.beaufortcountysc.gov

16. Adoption of 2020 Council and Committee Schedule

17. Consideration of Chairman's Letter to the Board of Education

COMMITTEE REPORTS

Prior Meetings

18. Finance Committee (December 2, 2019)

19. Public Facilities Committee (December 2, 2019)

20. Executive Committee (December 9, 2019)

Upcoming Meetings

21. Communications and Transparency Committee (December 16, 2019)

22. Community Services Committee (December 16, 2019)

23. Natural Resources Committee (December 16, 2019)

24. CITIZEN COMMENTS (*Comments limited to 3 minutes)*

EXECUTIVE SESSION

25. Receipt of Legal Advice regarding Contractual Negotiations with St. James Baptist Church

    Thomas J. Keaveny II, Beaufort County Attorney

26. Receipt of legal advice regarding status of Retiree Litigation

    Thomas J. Keaveny II, Beaufort County Attorney and Al Nickles, Nickles Law Firm

END OF EXECUTIVE SESSION

Matters Arising Out of the Executive Session

27. AN ITEM OF GREAT IMPORTANCE

28. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Executive Committee

1. Third and Final Reading of an Ordinance authorizing the execution and delivery of an incentive agreement between Beaufort County, South Carolina and CS Properties, Bluffton, LLC (or its assignee), providing for certain incentives associated with the development of Myrtle Business Park, and authorizing the conveyance of property from the County to CS Properties, Bluffton, LLC (or its assignee) upon satisfaction of certain conditions set forth in the incentive agreement; and addressing other matters related thereto.

Items Originating from the Finance Committee

2. Approval of the FY21 Budget Calendar

Items Originating from the Public Facilities Committee

3. First reading 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
4. Approval of Contract Award to Infrastructure Consulting & Engineering in an amount not to exceed $750,000 for the Pathways Project
5. 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
6. Approval of Janitorial Services Contract in the amount of $409,073.04
7. Approval of a request to Purchase one new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, a State Contract Vendor for the Public works Department in the amount of $121,361.21
8. Approval of a Resolution to commission Daniel Hernandez as an Animal Service Officer
9. Approval of the Re-appointments of Christopher Campbell, Pamela Floyd, Joan Gualdoni, Eileen Hutton, and Carol Murphy to the Keep Beaufort County Beautiful Board and the Appointment of Scott Clark to the Beaufort County Transportation Board

END OF CONSENT AGENDA

MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION

October 28, 2019

Hilton Head Island Branch Library,
11 Beach City Road, Hilton Head Island, SC

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

Attendance

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

Absent:

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION – Councilman Joe Passiment

FOIA COMPLIANCE

Chairman Rodman noted that public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Councilman Glover, seconded by Councilman Flewelling to approve the agenda with the addition of a presentation from Penn Center.

Councilman Flewelling stated he was unsure how the new public comment process was going to work as his understanding is that council was going to have public comment in front of each action item but he does not see that on the agenda.

Chairman Rodman stated that was his thought process.

Councilman Flewelling asked if the intent is to have public comment in front of each action item on the agenda it is not listed on the agenda that way

DRAFT

Amended Motion: It was moved by Councilman Flewelling seconded by Councilman Hervochon to approve the agenda with the addition of public comment in front of each individual action item as well as public comment at the end of the meeting for everything including non-agenda items. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

Main Motion: It was moved by Councilman Glover seconded by Councilman Flewelling to approve the agenda as amended. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

LIAISON REPORTS

Councilwoman Howard stated that both TCL and the Library had their retreats since the last council meeting. The library is still receiving unclaimed lottery money believe it or not and TCL is still getting off of the high from their groundbreaking with exciting things ahead.

Councilman Glover stated he attended the DSN Retreat and council should look forward to seeing a lot of great things coming from the Disabilities and Special Needs Department.

Councilman McElynn the board of Elections and Voter Registration is deploying the new voter machines for the election in November so it will be a good opportunity for people to familiarize themselves before the big election in November 2020.

PROCLAMATIONS

A. Penn Center Heritage Days - Councilman Glover presented the Proclamation to Marion Burns, Director of Penn Center.

CHAIRMAN'S MINUTES

Chairman Rodman stated that American Airlines announced they are going to increase the number of cities flying into Hilton Head. This is a sign the current runway is working well for them. As for public comment, as a function of state law we do have to hold public hearings for various things, public comments on the other hand are optional but we as a county obviously want to do those. In this past year we have expanded the level of public comment and interaction at committees.

CONSENT AGENDA (click here to see list of items)

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Council approve the consent agenda minus C.2 – Third and Final Reading of a new Rural and Critical Lands Ordinance and C.3 – Third and Final Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290). The vote: YEAS:

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Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

C.2 – Third and Final Reading of a new Rural and Critical Lands Ordinance.

Councilwoman Howard stated section 26-32 of the new ordinance there is a section stating projects will go forward to the NRC Committee; I would like to reword that so items could go to other committees if necessary.

Motion to Amend: It was moved by Councilman Flewelling, seconded by Councilman Glover to amend the rural and critical lands ordinance section 26-32 to include language to allow recommendations from the Rural and Critical Lands board to be brought to the Natural Resources Committee or with consent of the chair of the NRC, recommendation could be brought before the Executive Committee or directly before County Council.

Councilman Dawson stated he was going to vote against the new Rural and Critical Lands ordinance due to the language requiring 2/3's vote of council if council decides they want to resell, swap, or lease any of the currently rural and critical lands property.

The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover to approve the new Rural and Critical Lands Ordinance. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling and Councilman Covert. NEAS: Councilman Dawson and Councilman Lawson. The motion passed 9-2.

C.3 – Third and Final Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290)

Councilman Dawson stated section 2-284 addresses compensation and states rural and critical lands board members will be compensated for mileage expenses and while that sounds good, we have a lot of boards and commissions members that are not given the privilege of being awarded mileage for their travel.

Eric Greenway, Community Development Director, stated the provision currently exist and is not a change. Zoning board of appeals and the Planning Board are currently eligible for reimbursement.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover to approve Third and Final Reading of an Ordinance amending the existing Rural and Critical Lands Board

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Ordinance (Division 5, Section 2, 281-290). The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Lawson. NEAS: Councilman Dawson. The motion passed 10:1.

TIME SENSITIVE ITEMS COMING FROM THE EXECUTIVE COMMITTEE

A. Contract Award Recommendation to JS Construction of Okatie, SC. for the Hilton Head Island Airport Campus Entrance Improvement Project in the amount of $281,783.00.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover to approve the Contract Award Recommendation to JS Construction of Okatie, SC. for the Hilton Head Island Airport Campus Entrance Improvement Project in the amount of $281,783.00. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

PUBLIC HEARINGS

A. Public Hearing and Second Reading of an Ordinance establishing the Finance Committee as the Internal Audit Committee

Chairman Rodman opened the floor for public hearing

Skip Hoagland spoke regarding his concerns with chambers receiving a-tax dollars without accountability for how they spend the monies they receive.

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Passiment, seconded by Councilman Hervochon to approve Second Reading of an Ordinance establishing the Finance Committee as the Internal Audit Committee. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

ACTION ITEMS

A. Second Reading of an Ordinance to adopt an amended and restated development agreement for River Oaks at Okatie Village

Chairman Rodman opened the floor for public hearing.

Julie Horton, Cherry Point Road Resident, spoke against River Oaks.
Kathleen ? , Cherry Point Road Resident, spoke against River Oaks.
Joe Duggan, Cherry Point Road Resident, spoke against River Oaks.

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Chairman Rodman closed public hearing.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to refer the item back to Natural Resources Committee for further discussion. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

B. First Reading of an Ordinance appropriating funds not to exceed $600,000 from the 3% Local Accommodations Tax Funds to Penn Center, Inc. to assist with phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campus.

Chairman Rodman opened the floor for public hearing.

Skip Hoagland spoke regarding this item and stated he was all for funding Penn Center and other related organizations instead of funding Chambers and DMO's.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve First Reading of an Ordinance appropriating funds not to exceed $600,000 from the 3% Local Accommodations Tax Funds to Penn Center, Inc. to assist with phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campus.

Motion to Amend: It was moved by Councilman Flewelling seconded by Councilman Dawson to amend as proffered by staff.

Second Motion to Amend: It was moved by Councilman Passiment seconded by Councilman Flewelling to amend including Penn Center is a 501C3.

Discussion: Councilman Hervochon stated he was going to vote against this item due to Penn Center not following the current application/reporting process that was recently implemented and stated it was recently noted there is a tax issue with this organization, which raises questions he would like the answers to before voting for this item. Lastly, he stated he would like to see a detailed list of what the $600,000 is going to go towards.

Third Motion to Amend: It was moved by Councilman Glover seconded by Councilman Flewelling to amend the motion to include the full requested amount of $822,000.

Discussion: Marion Burns, Director of Penn Center, stated Penn Center received a letter from the Department of Revenue stating Penn Center owed taxes going back 9 years and Penn Center's position is they don't owe the Department of Revenue anything and therefore they do not have a tax issue.

Third Motion to Amend: The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn,

DRAFT

Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. NAYS: Councilman Hervochon. The motion passed 10-1.

Main Motion to include amended motion: The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. NAYS: Councilman Hervochon. The motion passed 10-1.

Motion to Extend past 8:00PM: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve extend the meeting past 8:00PM. The vote: YEAS: Councilman Hervochon, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, and Councilman Lawson. NAYS: Councilman Glover, Councilman Covert and Councilman Dawson. The motion passed 8-3.

C. Consideration of a Resolution relating to the declaration of intent by Beaufort County, South Carolina, to reimburse certain expenditures prior to the issuance by the County of its tax-exempt debt.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover to defer the item till the December Council Meeting. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

D. First Reading of an Ordinance to amend Beaufort County Ordinance 2019/32, FY 2019-2020 Beaufort County Budget, to appropriate $2,506,069 from the General Fund to cover costs associated with the Jenkins Island Safety Improvement Project.

Chairman Rodman opened the floor for public hearing.

Mike Garigan, Windmill Harbor resident, spoke regarding the Jenkins Island traffic safety issues and asked Council to get something out to the contractor and get something moving before things become intolerable.

Kevin Perkins, Windmill Harbor resident, spoke regarding the Jenkins Island traffic safety issues.

Skip Hoagland, Windmill Harbor resident, spoke regarding the Jenkins Island traffic safety issues especially during nighttime. Something has to be done.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve First Reading of an Ordinance to amend Beaufort County Ordinance 2019/32, FY 2019-2020 Beaufort County Budget, to appropriate $2,506,069 from the General Fund to cover costs associated with the Jenkins Island Safety Improvement Project. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. NAYS: Councilwoman Howard,

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Councilman Passiment, Councilman Sommerville and Councilman Rodman. The motion passed 7-4.

COMMITTEE REPORTS

Councilwoman Howard, Natural Resources Committee:
Camp Saint Mary's, discussing possible future uses and voted on conceptual planning services of white hall park.

Councilman McElynn, Community Services:
Construction projects for DSN are moving along nicely. Community Services also passed a resolution encouraging SC General Assembly to adopt hate crime bill, and approved the purchase of two vans for DSN.

CITIZEN COMMENTS:

Skip Hoagland spoke regarding his concerns with chambers receiving a-tax dollars without accountability for how they spend the monies they received and how tax funds were illegally used to join chambers.

The meeting adjourned at 8:20 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

DRAFT

~ Proclamation ~

Whereas, Beaufort-Jasper-Hampton Comprehensive Health Services, Inc. (BJHCHS) was established in 1970 to provide quality, affordable, accessible and comprehensive health care services to the economically disadvantaged residents in the South Carolina Lowcountry Communities within Beaufort, Colleton, Hampton and Jasper Counties; and

Whereas, BJHCHS has provided services for People Living with HIV/AIDS (PLWH) in Lowcountry since 1998 with Ryan White funding by providing medical care, medications, prevention and education, housing, outreach, support, and rapid testing services to improve health outcomes and shift the course of the pandemic in our state; and

Whereas, BJHCHS has built a robust network of HIV services that supports a comprehensive continuum of care for its clients as a Federally Qualified Health Center and Ryan White Care Provider; and

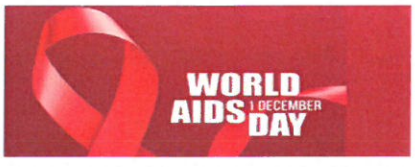
Whereas, BJHCHS will continue to contribute to ending the ongoing public health crisis of HIV in the South Carolina Lowcountry

Whereas, Beaufort County Council and BJHCH encourage all Lowcountry South Carolinians to come together to show support for PLWH by uniting in the fight against HIV, raise awareness, and commemorate those who have passed on.

Now, therefore, be it resolved, that Beaufort County Council do hereby proclaim December 1, 2019, as:

"WORLD AIDS DAY"

COMPREHENSIVE HEALTH SERVICES
BJH
•Beaufort
•Jasper
•Hampton
SOUTH CAROLINA



BEAUFORT COUNTY SOUTH CAROLINA 1769

Dated this 9th day of December 2019

Stewart H. Rodman, Chairman
Beaufort County Council

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve

Council Committee:

Beaufort County Council

Meeting Date:

November 18, 2019

Committee Presenter (Name and Title):

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

Issues for Consideration:

Fort Frederick Heritage Preserve is a 3-acre property owned by the SC Department of Natural Resources located in Port Royal. Beaufort County owns a tract of real property adjacent to Fort Frederick Heritage Preserve and has entered into a Lease and Management Agreement with SCDNR for 2.3 acres of The Preserve. The purpose of the 50-foot Access Easement is to provide access from Old Fort Road across the County's property to SCNDR's owned parcel.

Points to Consider:

N/A

Funding & Liability Factors:

N/A

Council Options:

Recommend Ordinance, or
Do Not Recommend Ordinance

Recommendation:

Recommend Ordinance

ORDINANCE NO. 2019 / _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND ADJACENT TO FORT FREDERICK HERITAGE PRESERVE

WHEREAS, Beaufort County ("County") has entered into a Lease and Management Agreement ("Agreement") with South Carolina Department of Natural Resources ("Department") for 2.3 acre portion of Fort Frederick Heritage Preserve; and

WHEREAS, the County owns a tract of real property adjacent to Fort Frederick Heritage Preserve pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 3245 at Page 374 on May 21, 2013 (TMS# R110-009-000-142I-0000); and

WHEREAS, the County has received a Certificate of Acceptance of Interest in Real Property from the Department, Certificate Number 2019-124-ADMIN, dated October 1, 2019; and

WHEREAS, the purpose is to provide access from Old Fort Road, a Town of Port Royal public road, across the County's property to the Department's owned parcel identified with current TMS# R110 009 000 0211 0000; and

WHEREAS, a 50-foot Access Easement for a road to be constructed by the County where the boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way and the centerline of the road also being the centerline of the right-of-way; and

WHEREAS, the County shall be responsible for all road repairs and maintenance; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Access Easement attached hereto and incorporated by reference and shown on the attached "Access Easement" (Exhibit A); 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 to authorize the County Administrator to execute the Access Easement reference herein and which is shown on the attached "Access Easement".

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER

Legal Review Process Instructions

OFFICE OF THE COUNTY ATTORNEY

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

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0053

Originally submitted on: 10/14/2019 10:27:22 A...

Select Type: Ordinance/Resolution

Document Title: Access Easement Fort Frederick Heritage Preserve

Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date Needed by: 10/18/2019

Description of Document or Any Concerns:

Ordinance authorizing the execution and delivery of an access easement encumbering property leased by Beaufort County from South Carolina Department of Natural Resources and known as a portion of Fort Frederick Heritage Preserve

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 above

Has the item been approved by Council Committee? ○ Yes ○ No ◉ N/A

Has the item been approved by full Council? ○ Yes ○ No ◉ N/A

Attachments:

Ordinance Access Easement Ft Frederick.final.docx
15.17 KB

2019-10-14T10:36:16

COA 2019-124 SCDNR (Beaufort-Fort Frederick Access Easement) REPLACEMENT.pdf
152.85 KB

2019-10-14T10:39:31

2019.6.20 Ft. Frederick - SCDNR Access Easement.pdf
999.66 KB

2019-10-14T10:39:38

LEGAL DEPARTMENT USE ONLY- INITIAL REVIEW

Attachments:

Ordinance Access Easement Ft Frederick - BW edits.docx
15.28 KB

2019-10-14T11:04:10

No file attached

No file attached

(●) Approved ( ) On Hold

( ) Disapproved [ ] Additional Documents Requested

Comments:

The approved document is attached to be presented to Council for approval.

Brittany L. Ward — 10/14/2019

10:59:33 AM

Legal Staff — Date / Time

admin
THE SOUTH CAROLINA
DEPARTMENT *of* ADMINISTRATION

Henry McMaster, *Governor*
Marcia S. Adams, *Executive Director*

DIVISION *of* Facilities Management and Property Services
Ashlie Lancaster, Director
1200 Senate Street, 6th Floor
Columbia, SC 29201
803.737-3880
803.737.0592 Fax

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

CERTIFICATE NUMBER: 2019-124-ADMIN DATED: October 1, 2019

(Replacement for Certificate of Acceptance dated August 28, 2019)

Grantor:	Beaufort County 100 Ribaut Road Beaufort, South Carolina 29902
Grantee:	South Carolina Department of Natural Resources 1000 Assembly Street Columbia, South Carolina 29201

General Description of Transaction:

County Location:	Beaufort
Acreage:	50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way. (Parcel Number R110 011 000 0155 0000)
Purpose/Project:	To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.

Shawn Lavery DeJames, Assistant Director
The South Carolina Department of Administration,
Division of Facilities Management and Property Services

Return to the:
S.C. Department of Natural Resources
Office of Chief Counsel
P.O. Box 167
Columbia, SC 29202

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

KNOW ALL MEN BY THESE PRESENTS That **Beaufort County (the Grantor)**, for and in consideration of the sum of **One Dollar ($1.00),** the receipt of which is hereby acknowledged, does hereby grant and convey unto the **South Carolina Department of Natural Resources (the Grantee),** P.O. Box 167, Columbia, SC 29902-0167, its successors, successors in office, and assigns, a non-exclusive easement, on, over, and across that certain parcel of land owned by the Grantor and identified as Lot 10, Block A, Old Fort Subdivision. Said lot is located in the Town of Port Royal and is shown on the Beaufort County Tax Map as **TMS# R110 009 000 142I 0000.** (Deed reference: Book 3245 at Page 374; Plat reference: Book 16 at Page 45)

> The purpose of the easement is to provide access from Old Fort Road, a Town of Port Royal public road, across the Grantor's property identified above, to property owned by the Grantee and which is identified as TMS# R110 009 000 0211 0000.

Terms and Conditions:

1. This instrument grants and conveys access rights only.

2. The easement will be 50 feet in width (25 feet on each side of the center line of a road to be constructed by Beaufort County).

3. The boundaries of the easement will coincide with those of the proposed road's 50 foot right-of-way (the center line of the road also being the center line of the right-of-way).

4. The Grantor, Beaufort County, is responsible for all road repairs and maintenance; Grantee bears no responsibility for road repairs or maintenance.

5. The general public accessing Fort Frederick Heritage Preserve, as an invitee of the Grantee and subject to the any applicable access restrictions, shall also be deemed to have a right of access pursuant to this Access Easement but this Access Easement shall not constitute a dedication of a public roadway.

TO HAVE AND TO HOLD, all and singular, the easement and the rights herein before granted to the Grantee, its successors, successors in office, and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

_____
Witness #1

BY: _____

NAME:_____

_____
Witness #2

Its: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned notary public, do hereby certify that _____, Beaufort County _____, personally appeared before me this day in the presence of the above-named witnesses and acknowledged the due execution of the foregoing instrument on behalf of Beaufort County.

Witness my hand and official seal this _____ day of _____ , 2019.

_____
Notary Public for South Carolina

My commission expires: _____

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Olsen Tract Easements Ordinance

Council Committee:

Executive Committee (October 14, 2019) - Approved 10:0

Meeting Date:

County Council, November 18, 2019

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

Issues for Consideration:

Retroactively authorize two (2) easement agreements with Mr. and Mrs. Olsen for access/utilities and a security fence on the County owned Olsen Tract (R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000).

Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens have entered into an access/utility easement for ingress/egress through County property, as well as a security fence easement for security and privacy along the common property boundary. Executive Committee discussed these easements on October 14, 2019 and recommended retroactively moving them forward to County Council for authorization via the ordinance process.

Funding & Liability Factors:

None

Council Options:

Retroactively authorize the access/utility and fence easements as recorded on December 15, 2016.

Recommendation:

Retroactively authorize the access/utility and fence easements as recorded on December 15, 2016.

ORDINANCE 2019/_____

AN ORDINANCE AUTHORIZING THE APPROVAL OF AN ACCESS AND UTILITY EASEMENT AND A SECURITY FENCE EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS A PORTION OF THE OLSEN TRACT

WHEREAS, Beaufort County ("County") owns 100.10 acres of real property ("Property") known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

WHEREAS, the County purchased the aforementioned Property with an existing roadway used by the sellers Mr. and Mrs. Olsen to access their adjacent 10.19 acre piece of property, known as R600 013 000 0371 0000, that is accessed from Okatie Highway/Highway 170 by Heffalump Road, which runs through County Property; and

WHEREAS, pursuant to the original Purchase Agreement dated December 4, 2016 between the parties, the County agreed to grant an easement for vehicular and pedestrian access, ingress and egress, as well as an easement for the installation and maintenance of utilities that serve the Olsen's private property; and

WHEREAS, pursuant to the original Purchase Agreement dated December 4, 2016 between the parties the County agreed to grant an easement for purposes of security and privacy to erect a security fence that would provide a natural looking border and barrier between the property lines of the County and the Olsens; and

WHEREAS, Beaufort County Council recognizes that no public hearing nor ordinance was presented and therefore the two (2) aforementioned easements are invalid, void ab initio and of no binding legal effect; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to retroactively authorize the execution and delivery of the requested Access and Utility Easement attached hereto and incorporated by reference and shown on Exhibit A as prepared by Howell, Gibson & Hughes, PA and having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2881-2885; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to retroactively authorize the execution and delivery of the requested Security Fence Easement attached hereto and incorporated by reference and shown on Exhibit B as prepared by Howell, Gibson & Hughes, PA and having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2891-2895; and

WHEREAS, Mr. and Mrs. Olsen shall be solely responsible for any and all maintenance of Heffalump Road and the security fence; and

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

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby retroactively authorize the execution of the Access and Utility Easement (Exhibit

A) and the Security Fence Easement (Exhibit B) to Mr. and Mrs. Olsen for a portion of the property known as the Olsen Tract, as referenced herein and incorporated as if verbatim.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

_____
Sarah Brock, Clerk to Council

Chronology:
Third Reading
Second Reading
Public Hearing
First Reading

EXHIBIT A

5/NC Howell Gibson

BEAUFORT COUNTY SC - ROD
BK 3537 Pgs 2881-2885
FILE NUM 2016067309
12/15/2016 12:05:31 PM
REC'D BY fJenkins RCPT# 833462
RECORDING FEES $0.00

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared by: Howell, Gibson & Hughes, PA
PO Box 40, Beaufort, SC 29901

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

THIS AGREEMENT is entered into and made this 14th day of December, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County" / "Grantor") and Edwin R. Olsen and Sue Schrank Olsen (hereinafter referred to as "Grantees").

WITNESSETH

WHEREAS, the County purchased three parcels of land from the Grantees herein pursuant to that certain Purchase Agreement which included parcels referenced by the Office of the Beaufort County Assessor as follows: R600 013 000 0005 0000; R600 013 000 003C 0000; and R600 008 000 003F 0000 ("Grantor's Property");

WHEREAS, the two aforementioned parcels are accessed from S.C. Hwy. 170 by and through a dirt road known as Heffalump Road;

WHEREAS, the Grantee's are the owners of a 10.19 acre piece of property that is accessed from Hwy. 170 by Heffalump Road, which runs through the three County parcels to their property ("Homestead Parcel"). Said Grantee's parcel is referenced in the Office of the Assessor for Beaufort County as R600 013 000 0371 0000;

WHEREAS, pursuant to the original Purchase Agreement between the parties, and in consideration of the purchase of the three County parcels, the County agreed to grant an easement for vehicular and pedestrian access, ingress and egress, as well as an easement for the installation and maintenance of utilities that service the 10.19 acre Homestead Parcel.

APPROVED FOR RECORDING
BY: [signature]
BEAUFORT COUNTY ATTORNEY
DATE: 12/14/2016

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantee's access and utility easement.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantees, their heirs and assigns, for the benefit of the Grantees' Homestead Parcel, a non-exclusive perpetual easement (a) over, upon and across a portion of the Grantor's Property constituting a twenty foot (20') wide easement area depicted as a gravel drive (Heffalump Road) extending to the east from S.C. Hwy. 170 for purposes of vehicular and pedestrian ingress and egress to and from Grantees' Property over the easement area; and (b) over, upon and across Grantor's Property for the purposes of installing, maintaining and using necessary utilities, if any, for the benefit of the Grantees' property which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be for the benefit of Grantee and for the benefit of any and all other occupants, guests, invitees, delivery persons, etc., of the Homestead Parcel, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular and pedestrian access, ingress and egress, and the installation, maintenance and use of necessary utilities that shall serve Grantees' Homestead Parcel. Neither party shall install ~~a fence or other~~ barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Notwithstanding the foregoing, nothing herein shall be construed and/or interpreted to prohibit the Grantees, their heirs and assigns, from erecting a fence and security gate on their Homestead Parcel's terminus with the within Easement herein granted. Grantees shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by Grantor in advance of any material changes or improvements made to the easement area.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantees use and of the Easement Area.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs and assigns.

7. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times

specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

9. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

10. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Edwin R. Olsen and Sue Schrank Olsen, their heirs and assigns, and Beaufort County, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this within Access and Utility Easement Agreement to be executed, by their hands and seals, this 13 day of December, 2016.

GRANTOR:

WITNESSES:

BEAUFORT COUNTY

Gary Kubic
Beaufort County Administrator

State of South Carolina)
)
County of Beaufort)

Acknowledgement

I, Brenadene A. Giles, do hereby certify that Gary Kubic personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Notary Public of South Carolina
My commission expires: 3/3/2019

WITNESSES:

GRANTEES:

Edwin R. Olsen
By H. L. Novit, Attorney in Fact

WITNESSES:

Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Acknowledgement

I, Linda H. Toomer, do hereby certify that Edwin R. Olsen and Sue Schrank Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Notary Public of South Carolina
My commission expires: 11/21/24

EXHIBIT A
EASEMENT DESCRIPTION

A Non-Exclusive, Perpetual Access and Utility Easement over and across a portion of two properties owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being in Okatie, Beaufort County, South Carolina and being shown as a 12' gravel road known as Heffalump Road, on that certain plat of survey prepared on August 29, 2016 by David E. Gasque, RLS and being recorded in the Office of the Register of Deeds for Beaufort County on the 15th day of December, 2016, in Plat Book 145 at Page 120. Said easement shall include 4' of shoulder off of each of the edges of the existing road for utility purposes. For a more complete description as to courses, metes, bounds and distances referenced may be had to said plat.

A portion of: TMP: R600 013 000 0005 0000 and R600 013 000 003C 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.

5
NC ee
Howell Gibson

EXHIBIT B

BEAUFORT COUNTY SC - ROD
BK 3537 Pgs 2891-2895
FILE NUM 2016067311
12/15/2016 12:05:31 PM
REC'D BY fjenkins RCPT# 833462
RECORDING FEES $0.00

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared by: Howell, Gibson & Hughes, PA
PO Box 40, Beaufort, SC 29901

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EASEMENT

THIS AGREEMENT is entered into and made this 14th day of December, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County" / "Grantor") and Edwin R. Olsen and Sue Schrank Olsen (hereinafter referred to as "Grantees").

WITNESSETH

WHEREAS, the County purchased three parcels of land from the Grantees herein pursuant to that certain Purchase Agreement which included a parcel referenced by the Office of the Beaufort County Assessor as R600 013 000 003C 0000;

WHEREAS, the aforementioned parcel lies adjacent to a 10.19 acre parcel known commonly as the "Homestead Parcel" that is owned by the Grantees herein and is referenced in the Office of the Assessor for Beaufort County as R600 013 000 0371 0000;

WHEREAS, the Grantees, for purposes of security and privacy, have requested that the County grant unto them, as part and parcel of the Purchase Agreement aforementioned, an easement that would provide an area large enough to erect a Security Fence that would provide a natural looking border and barrier between the property lines of the Grantor's property (R600 013 000 003C 0000) and the Grantee's property (R600 013 000 0371 0000);

WHEREAS, a "Security Fence" for the purposes of this Agreement, is defined as an actual constructed fence designed by the Grantees, shall be constructed, and maintained by the Grantees and shall be designed and constructed so as to blend-in with the natural surroundings and may be constructed similar to the lattice fence granting access to the Grantees' Homestead Parcel. The within provided-for Security Fence shall be constructed within 120 days after

APPROVED FOR RECORDING
BY: [signature]
BEAUFORT COUNTY ATTORNEY
DATE: 12/14/2016

closing of the sale by the Grantees of the above mentioned 3 parcels to the within Grantor. Construction shall be undertaken and supervised by the Grantees. The Security Fence shall be designed and constructed by the Grantees subject to the written approval by the Grantor, which approval shall not be unreasonably withheld.

WHEREAS, pursuant to the original Purchase Agreement between the parties, and in consideration of the purchase of the three County parcels, the County agreed to grant, and does hereby grant, an easement for the purposes of erecting a natural fence along the boundary lines of the two adjacent properties. Said easement would also allow for the construction of an entrance gate that would provide access to the Grantee's property at the end of a gravel drive known as Heffalump Road.

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantees' security and gate easement.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantees, their heirs and assigns, for the benefit of Grantees' Property, a 50' non-exclusive perpetual easement over, upon and across a portion of the Grantor's Property constituting a fifty foot (50') wide easement as depicted on a plat prepared by David Gasque dated August 29, 2016 for purposes of Grantee installing and maintaining a Security Fence, as above provided and described, to act as a border and boundary privacy buffer area between the two properties of the Grantor and Grantee. The Grantor hereby grants unto the Grantees the specific right, privilege, license to the owners of the Homestead Parcel to maintain, improve, install plantings, have access to the within provided fifty foot wide easement area as desired by the owners of the Homestead Parcel. As provided-for in the Purchase Agreement between the parties to this Easement Agreement, the cost of construction of the Security Fence constructed by the within Grantees and the within fifty foot (50') wide easement area shall be shared equally by the Grantor and the Grantees. The within provided 50' easement area running just beyond the driveway of the Grantees, and existing across a gravel drive known as Heffalump Road, may also be designated and used for purposes of installing or constructing a gate entrance to the 10.19 acre parcel owned by Grantees. Said within granted easement shall be for the benefit of the Grantees' property which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be for the benefit of Grantees and for the benefit of any and all other occupants of Grantee's Property, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to the erection of a Security Fence, as above provided, and gateway entrance along Heffalump Road. Grantees shall be responsible for maintaining the easement area, inclusive of any repairs that are needed to the Security Fence and gateway entrance to the private drive of the Grantees; however, any improvements to the easement area must be approved by Grantor in advance of

any material changes or improvements made to the easement area. Such Grantor's approvals shall not be unreasonably withheld.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantees' use, privacy, and enjoyment of the Easement Area. Nothing herein shall be interpreted or construed to permit access to the Easement Area by the general public.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs and assigns.

7. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

9. Entire Agreement. This Agreement and the Purchase Agreement between the parties hereto constitute the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

10. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Edwin R. Olsen and Sue Schrank Olsen, their heirs and assigns, and Beaufort County, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this within Access and Utility Easement Agreement to be executed, by their hands and seals, this 13 day of December, 2016.

GRANTOR:

WITNESSES:

BEAUFORT COUNTY

Gary Kubic
Beaufort County Administrator

State of South Carolina)
)
County of Beaufort)

Acknowledgement

I, Bernadene A. Giles, do hereby certify that Gary Kubic personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Bernadene A Giles
Notary Public of South Carolina
My commission expires: 3/3/2019

WITNESSES:

GRANTEES:

Edwin R. Olsen
By H. L. Novit, Attorney in Fact

WITNESSES:

Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Acknowledgement

I, Linda H. Toomer, do hereby certify that Edwin R. Olsen and Sue Schrank Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Notary Public of South Carolina
My commission expires: 11/21/24

LINDA H. TOOMER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires 11-21-2024

EXHIBIT A
EASEMENT DESCRIPTION

A Non-Exclusive, Perpetual Easement over and across a portion of property owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being in Okatie, Beaufort County, South Carolina and being shown as a 50' Easement on that certain plat of survey prepared on August 29, 2016 by David E. Gasque, RLS and being recorded in the Office of the Register of Deeds for Beaufort County on the 15th day of December, 2016, in Plat Book 145 at Page 126. For a more complete description as to courses, metes, bounds and distances referenced may be had to said plat.

A portion of: TMP: R600 013 000 003C 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Olsen Tract Lease Agreement Ordinance

Council Committee:

Executive Committee (October 14, 2019) - Approved 10:0

Meeting Date:

October 28, 2019

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

Issues for Consideration:

Ratification of the 2016 lease agreement with Mr. and Mrs. Olsen for the use of two fields for 1 horse and 2 donkeys, the subletting of a dwelling unit, and property maintenance on the Olsen Tract (R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000). Voiding the unauthorized 2018 lease addendum.

Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens have entered into a lease agreement. In 2018, a lease addendum was signed by County Administration without County Council approval. Executive Committee discussed this lease on October 14, 2019 and recommended moving the 2016 lease agreement forward to County Council for ratification via the ordinance process, and also recommended voiding an unauthorized 2018 lease addendum.

Funding & Liability Factors:

None

Council Options:

Ratify the execution of the 2016 lease agreement and void the 2018 lease addendum.

Recommendation:

Ratify the execution of the 2016 lease agreement and void the 2018 lease addendum.

ORDINANCE 2019/_____

AN ORDINANCE RATIFYING AN UNAUTHORIZED LEASE AGREEMENT DATED DECEMBER 4, 2016 AND TERMINATING DECEMBER 15, 2019 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000 AND ALSO VOIDING AB INITIO AN UNAUTHORIZED JUNE 8, 2018 ADDENDUM ATTEMPTING TO EXTEND FOR FIVE (5) YEARS THE PREVIOUSLY UNAUTHORIZED LEASE

WHEREAS, Beaufort County owns 100.10 acres of real property ("Property") known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

WHEREAS, pursuant to the original Property Purchase Agreement dated December 4, 2016 between Beaufort County and Mr. and Mrs. Olsen, the County agreed to enter into a lease agreement with the Olsens on a portion of the Property for the purposes of housing a caretaker and grazing and maintaining 1 horse and 2 donkeys for three (3) years, said lease being attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, no public hearing nor ordinance was presented to Council for authorization; and

WHEREAS, the lease agreement between the parties dated December 15, 2016 will expire on December 15, 2019; and

WHEREAS, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

WHEREAS, an unauthorized addendum was executed on June 8, 2018 by the Interim County Administrator attempting to extend the unauthorized lease an additional five (5) years without Council approval and without a public hearing nor an ordinance; and

WHEREAS, Beaufort County Council recognizes that no public hearing nor ordinance was presented and therefore both the lease dated December 15, 2016 and the Addendum dated June 8, 2018 are invalid, void ab initio and of no binding legal effect; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to retroactively authorize by ratification the execution of the original lease agreement dated December 15, 2016 to Mr. and Mrs. Olsen which expires December 15, 2019; however County Council hereby expressly revokes, rescinds and otherwise disavows, to the extent it may be necessary, any authority or legal binding effect regarding the unauthorized June 8, 2018 Addendum; and

WHEREAS, Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, requires that leases of real property owned by the County must be authorized by Beaufort County Council by ordinance and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby retroactively authorize the original Lease Agreement dated December 15, 2016 and terminating on December 15, 2019 to Mr. and Mrs. Olsen for a portion of the property known as the Olsen Tract, as referenced herein as Exhibit A and incorporated as if restated verbatim. Be it further ordained, that County Council expressly rescinds, revokes, and otherwise disavows, to the extent it might be

necessary, any authority or legal binding effect of the unauthorized June 8, 2018 Addendum (Exhibit B) such that the December 15, 2016 lease agreement with Mr. and Mrs. Olsen does expire on December 15, 2019 until such time new leases are approved by County Council.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

_____
Sarah Brock, Clerk to Council

Chronology:
Third Reading
Second Reading
Public Hearing
First Reading

EXHIBIT A

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15th day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this _____ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

1. DESCRIPTION OF LEASED PREMISES.

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

2. TERM. The term of this Lease shall be for a period of three (3) years, commencing on the 15th day of December, 2016, and terminating on the 15th day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar ($1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING
BY: Donnie J. Beaver
BEAUFORT COUNTY ATTORNEY
DATE: 12/14/2016

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for and paying all utility services required on the premises.

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

6. **CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

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

7. **USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

8. **TENANTS OBLIGATIONS:** Except as may result from and/or being prevented by *force majeure,* such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations

primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

9. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

10. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

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

12. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

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

14. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall

not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

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

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

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

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

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

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

21. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

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

23. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

24. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

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

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

27. **OTHER TERMS.**

_____

_____

_____

_____.

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

***READ BEFORE SIGNING**

Witness

Witness

Witness

Witness

Witness

Witness

LANDLORD:

Gary Kubic, Beaufort County Administrator

TENANT:

Edwin R. Olsen
By H. L. Novit, Attorney in Fact

TENANT:

Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

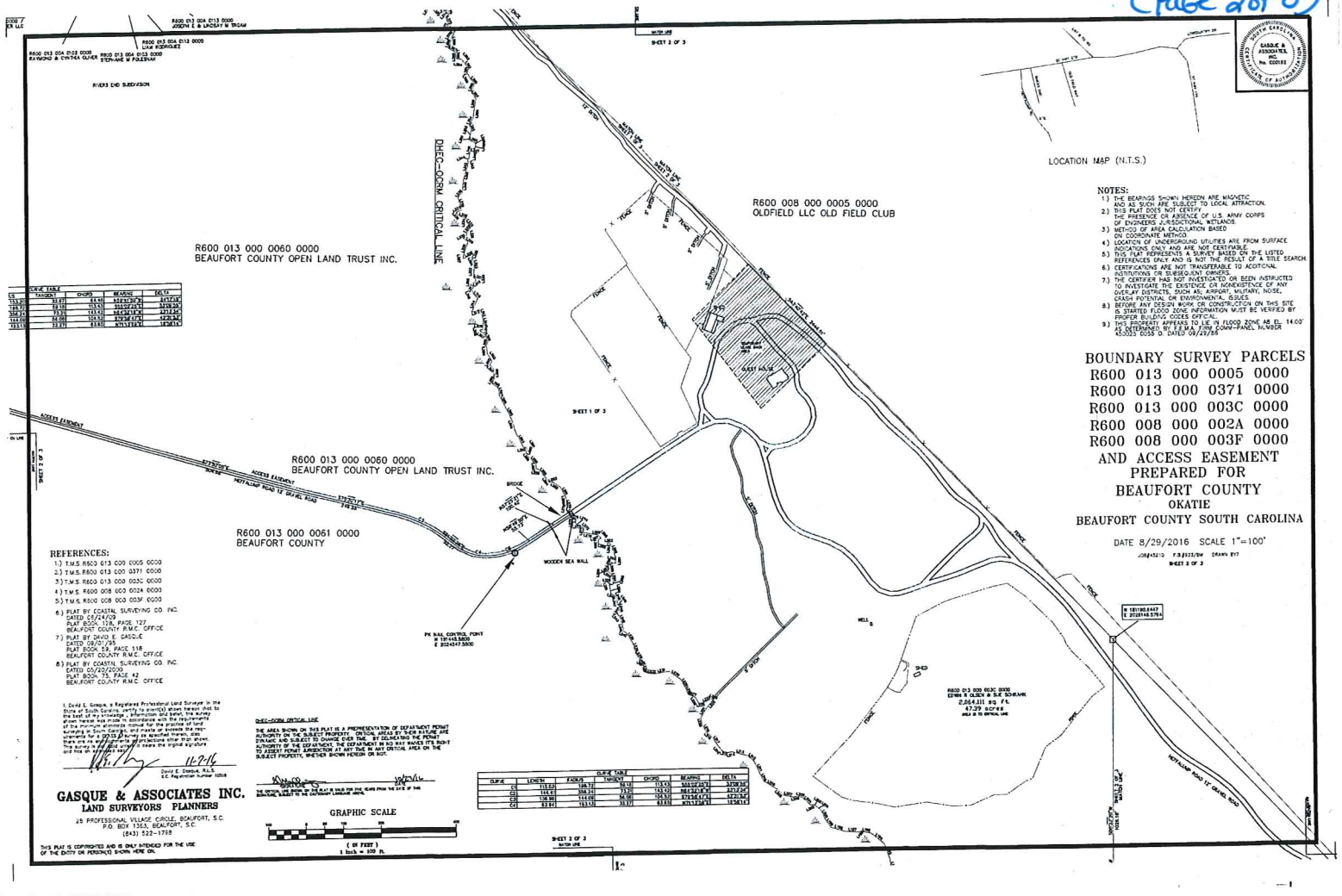
NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth in Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision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

EXHIBIT "A"
PROPERTY DESCRIPTION / TEMPORARY LEASEBACK AREA

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 125. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.

PB 146 / 125
(Page 2 of 8)



NOTES:
1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATORS ONLY AND ARE NOT CERTIFIABLE.
5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
9.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE AE EL 14.00' AS DETERMINED BY F.E.M.A. FIRM, COMM-PANEL NUMBER 450025 0055 D DATED 09/29/86

BOUNDARY SURVEY PARCELS
R600 013 000 0005 0000
R600 013 000 0371 0000
R600 013 000 003C 0000
R600 008 000 002A 0000
R600 008 000 003F 0000
AND ACCESS EASEMENT
PREPARED FOR
BEAUFORT COUNTY
OKATIE
BEAUFORT COUNTY SOUTH CAROLINA

DATE 8/29/2016 SCALE 1"=100'

REFERENCES:
1.) T.M.S. R600 013 000 0005 0000
2.) T.M.S. R600 013 000 0371 0000
3.) T.M.S. R600 013 000 003C 0000
4.) T.M.S. R600 008 000 002A 0000
5.) T.M.S. R600 008 000 003F 0000
6.) PLAT BY COASTAL SURVEYING CO. INC. DATED 05/24/09 PLAT BOOK 128, PAGE 127 BEAUFORT COUNTY R.M.C. OFFICE
7.) PLAT BY DAVID E. GASQUE DATED 08/01/95 PLAT BOOK 54, PAGE 118 BEAUFORT COUNTY R.M.C. OFFICE
8.) PLAT BY COASTAL SURVEYING CO. INC. DATED 05/29/2009 PLAT BOOK 75, PAGE 42 BEAUFORT COUNTY R.M.C. OFFICE

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to client(s) shown hereon, that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also, there are no encroachments or projections other than shown. This survey is not valid unless it bears the original signature and seal of a licensed surveyor.

11-7-16
David E. Gasque, R.L.S.
S.C. Registration Number 10258

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
25 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1353, BEAUFORT, S.C.
(843) 522-1788

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

DHEC-OCRM CRITICAL LINE

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	115.53'	1186.72'	57.79'	115.48'	N43°03'26"E	5°34'54"
C2	144.41'	1186.72'	72.25'	144.32'	N51°52'41"E	6°58'04"
C3	136.99'	1146.08'	68.58'	136.91'	N74°54'43"E	6°51'04"
C4	83.91'	133.13'	43.17'	82.53'	N39°17'58"E	36°06'15"

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C5	115.53'	1186.72'	57.79'	115.48'	N43°03'26"E	5°34'54"
C6	144.41'	1186.72'	72.25'	144.32'	N51°52'41"E	6°58'04"
C7	136.99'	1146.08'	68.58'	136.91'	N74°54'43"E	6°51'04"
C8	83.91'	133.13'	43.17'	82.53'	N39°17'58"E	36°06'15"

R600 013 000 0060 0000
BEAUFORT COUNTY OPEN LAND TRUST INC.
2,264,111 SQ. FT.
47.29 ACRES

EXHIBIT B

ADDENDUM ONE

STATE OF SOUTH CAROLINA }
}
COUNTY OF BEAUFORT }

The parties hereby agree to amend and modify that certain Lease dated December 15, 2016 between Edwin R. Olsen and Sue Schrank Olsen, ("Tenant") and Beaufort County, a political subdivision of the State of South Carolina, ("Landlord"), a copy of which is attached hereto, for certain premises located along Heffalump Road, Okatie, South Carolina which constitutes a portion of R600 013 000 003C 0000 as follows:

Section 2. Term. The term of the Lease Agreement will be extended five (5) years beyond its current term which is set to expire December 15, 2019. With the extension the Lease Agreement will expire December 15, 2024.

Section 7. USE OF PREMISES. The first sentence of paragraph two, Section 7, which currently provides: "The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse." The parties agree to amend this sentence to provide: "The demised premises also contains a barn with adjacent corrals and fenced fields. Tenant may board and graze a reasonable number of domestic animals of his choice in this area."

All other terms and condition of the Agreement dated December 15, 2016 which are not changed by this Addendum (specifically including but not limited to Section 8. Tenant's Obligations as well as the remaining provisions of paragraph two, Section 7) remain in full force and effect.

Agreed this 8th day of June, 2018.

Cheryl H. Harris
Witness

Landlord:

By: Joshua A. Gruber
Its: Interim County Administrator

Rina P. Escober.
Witness

Tenant:

Edwin R Olsen
Edwin R. Olsen

Sue Schrank Olsen
Sue Schrank Olsen

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15th day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this _____ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen,** with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

1. **DESCRIPTION OF LEASED PREMISES.**

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

2. **TERM.** The term of this Lease shall be for a period of three (3) years, commencing on the 15th day of December, 2016, and terminating on the 15th day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

3. **RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar ($1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING
BY: Thomas J. Keaveny
BEAUFORT COUNTY ATTORNEY
DATE: 12/14/2016

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for and paying all utility services required on the premises.

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

6. **CONDITION OF THE LEASED PREMISES.** Tenant Is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

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

7. **USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

8. **TENANTS OBLIGATIONS:** Except as may result from and/or being prevented by *force majeure,* such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations

primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

9. **QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

10. **MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

11. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

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

12. **LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

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

14. **ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall

not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

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

16. **INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

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

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

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

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

21. **DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

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

23. **TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

24. **BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

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

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

27. **OTHER TERMS.**

_____

_____

_____

_____.

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

***READ BEFORE SIGNING**

Witness

Witness

Witness

Witness

Witness

Witness

LANDLORD:

Gary Kubic, Beaufort County Administrator

TENANT:

Edwin R. Olsen
By H. L. Novit, Attorney in Fact

TENANT:

Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

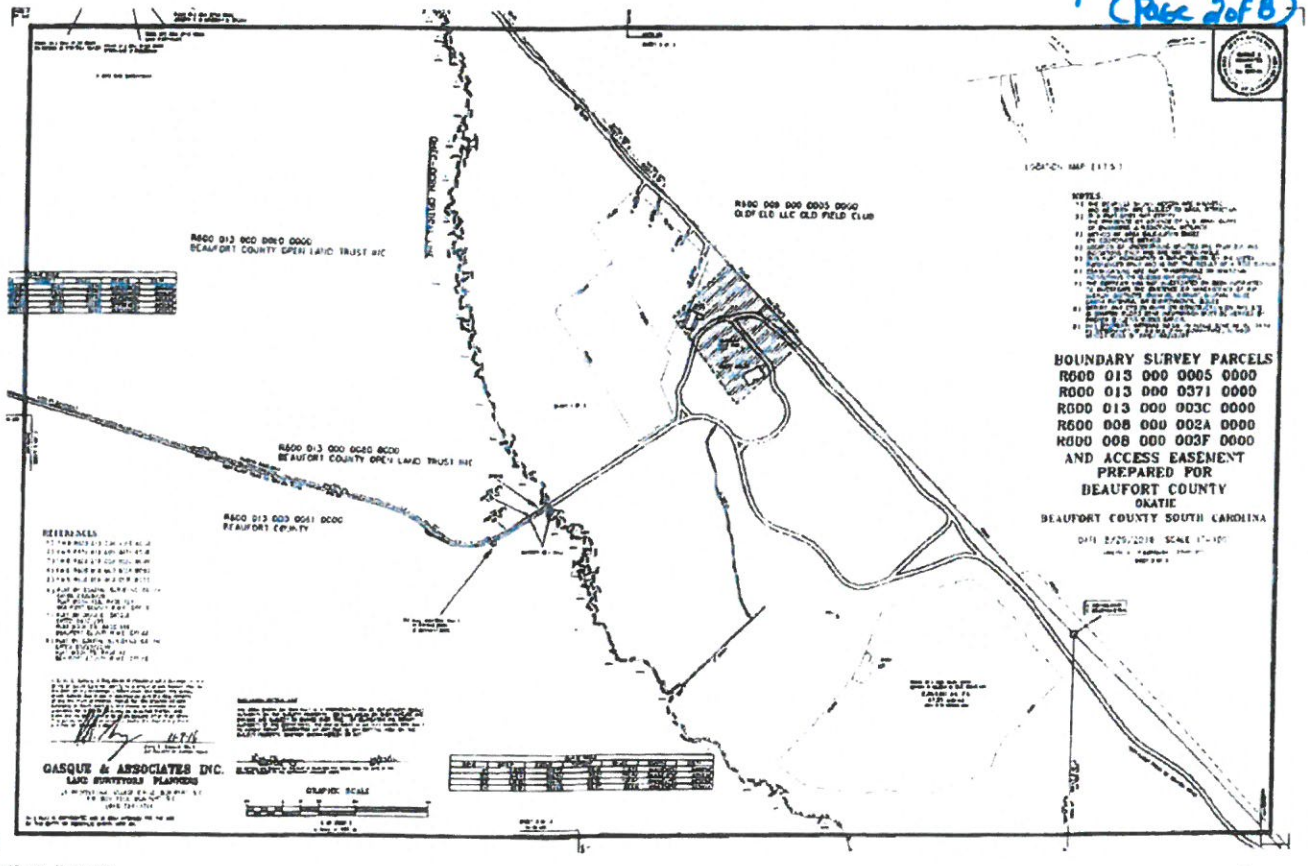
NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth In Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision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

EXHIBIT "A"
PROPERTY DESCRIPTION / TEMPORARY LEASEBACK AREA

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 185. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.

PB 146 / 125
(Page 2 of 8)



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Penn Center ATAX Funding Request

Council Committee:

Executive Committee - October 14, 2019 (approved 9:1)

Meeting Date:

County Council - November 18, 2019

Committee Presenter (Name and Title):

Thomas J. Keaveny, II County Attorney

Issues for Consideration:

Penn Center, Inc. requests 3% A-TAX funding to implement Phase I of a two phase Building Restoration & Maintenance program.

Points to Consider:

Penn Center is an important tourism destination. Many buildings at Penn Center are in dire need of maintenance. Penn has identified several buildings which need work and which it believes are most likely to result in revenue generating activities. It intends to work on these properties first. It has identified them in Phase 1 of its Building & Maintenance program. The cost of the projects which are listed in Phase 1 is estimated to be approximately $822,000.

Funding & Liability Factors:

On October 28, 2019 County Council voted 10:1 to approve, subject to certain conditions, appropriation of $822,000 to Penn Center, Inc. These funds are to be applied to the Phase I building projects. Proposed funding is from local 3% A-Tax. Funding conditions are set forth in the operative clause (which begins "Now, Therefor") of the revised draft ordinance which accompanies this AIS.

Council Options:

1) Appropriate $822,000 from 3% ATAX funds to the Penn Center Phase I building project, 2) Appropriate an amount less than $822,000, 3) Deny the request.

Recommendation:

Appropriate $822,000 from 3% ATAX funds to be used for the projects which are set forth on Penn Center 's Phase I building project on the terms set forth in the draft ordinance.

2019/_____

AN ORDINANCE APPROPRIATING FUNDS NOT TO EXCEED $ 822,000 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO PENN CENTER, INC. TO ASSIST WITH PHASE I BUILDING PRESERVATION, RENOVATION AND RESTORATION OF HISTORIC BUILDINGS ON THE PENN CENTER CAMPUS

WHEREAS, Penn Center, Inc. ("Penn") is a 501(c)(3) non-profit organization. Its mission is to promote, preserve and protect Penn Center's history and culture through education, community development and social justice. It operates Penn Center one of the most significant African American historical and cultural institutions in existence today. It is a prominent historic tourist destination. It is located on Martin Luther King Drive (TMS No. R300 016 000 0094 0000). Penn seeks financial assistance from the County to fund its efforts to preserve, protect, renovate and restore historically significant buildings on Penn Center's campus which currently serve, and will continue to serve for years to come, as a destination for tourists, visitors and scholars to Beaufort; and

WHEREAS, to facilitate and guide this effort, Penn has established a two-phase building preservation, renovation and restoration plan. Phase I improvements are described on Penn Center Building Restoration and Maintenance Plan (Exhibit "A"). This phase is estimated to cost approximately $822,000. Penn seeks assistance from the County for this phase of the project; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide assistance to Penn in this effort.

NOW THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation to Penn Center, Inc. in an amount not to exceed $ 822,000 is hereby authorized from the 3% Local Accommodations Tax fund to assist with Phase I building preservation, renovation and restoration as set forth in Exhibit A (collectively the "Work") which is incorporated herein by reference. This appropriation is contingent upon each of the following conditions:

1. Receipt of a properly completed local A-tax application and review of the same pursuant to Resolution 2019/31;
2. contracts for the Work shall be awarded through the Beaufort County procurement process;
3. Penn shall contract with Oceana Design, LLC (the architectural firm which helped Penn design the two-phase plan) to provide architectural review and contract administration services for all work which is performed utilizing these funds;
4. Oceana Design, LLC shall review, approve and submit to Beaufort County, directly, all Applications for Payment;
5. Beaufort County shall retain the funds in their entirety and shall make payment only upon receipt of approved Applications for Payment from Oceana Designs, LLC and only upon the terms specified therein; and
6. Funds will be utilized solely for the capital improvement projects which are identified in Exhibit "A" and solely for the purposes specified therein; and

7. Penn shall comply with all reporting requirements which Beaufort County recently adopted relating to 3% Local A-Tax appropriations which are set forth in Resolution 2019/31.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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

Council Committee:

Public Facilities Committee

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Conveying a deed to BJWSA for a portion of parcel R600 041 000 0008 0000 located at 35 Fording Island Road Extension for the purpose of accessing and servicing a Lift Station.

Points to Consider:

Lift Station services Sea Trawler Restaurant. Parking is limited and a few parking spaces will need to be blocked-off to provide access to BJWSA. Other access options have been explored, but because of orientation of the control panel, wetwell, valve pit and a designated area for bypass equipment, other access locations are not feasible. County could take over lift station and follow SC DHEC standards (found at https://www.scdhec.gov/sites/default/files/docs/Agency/docs/water-regs/61-9.610.pdf)) for operation of station which includes a biweekly station checks, maintain spare replacement parts (approximately $1,500 for pump), acquire necessary permits and report overflows to SC DHEC with with date, time, the amount of spill, and how it was handled for cleanup. In a neglect situation this can carry a fine.

Funding & Liability Factors:

Council Options:

Grant deed to BJSWA or County take over lift station and follow all SC DHEC Standards and provide all maintenance and costs associated. Regardless of owner, parking must be blocked in front of the station for emergency situations.

Recommendation:

Grant deed to BJWSA

Ordinance No. 2019/____

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

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

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

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

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

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

(1) The County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described on the attached Exhibit A "Title to Real Estate."

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Stewart H. Rodman, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

Third and Final Reading
Public Hearing
Second Reading
First Reading

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

DMP R600 041 000 0008 0000 (PORTION OF)

TG&D File #0075

THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
witness signature

_____
Notary Public signature

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

By:_____

Its: _____

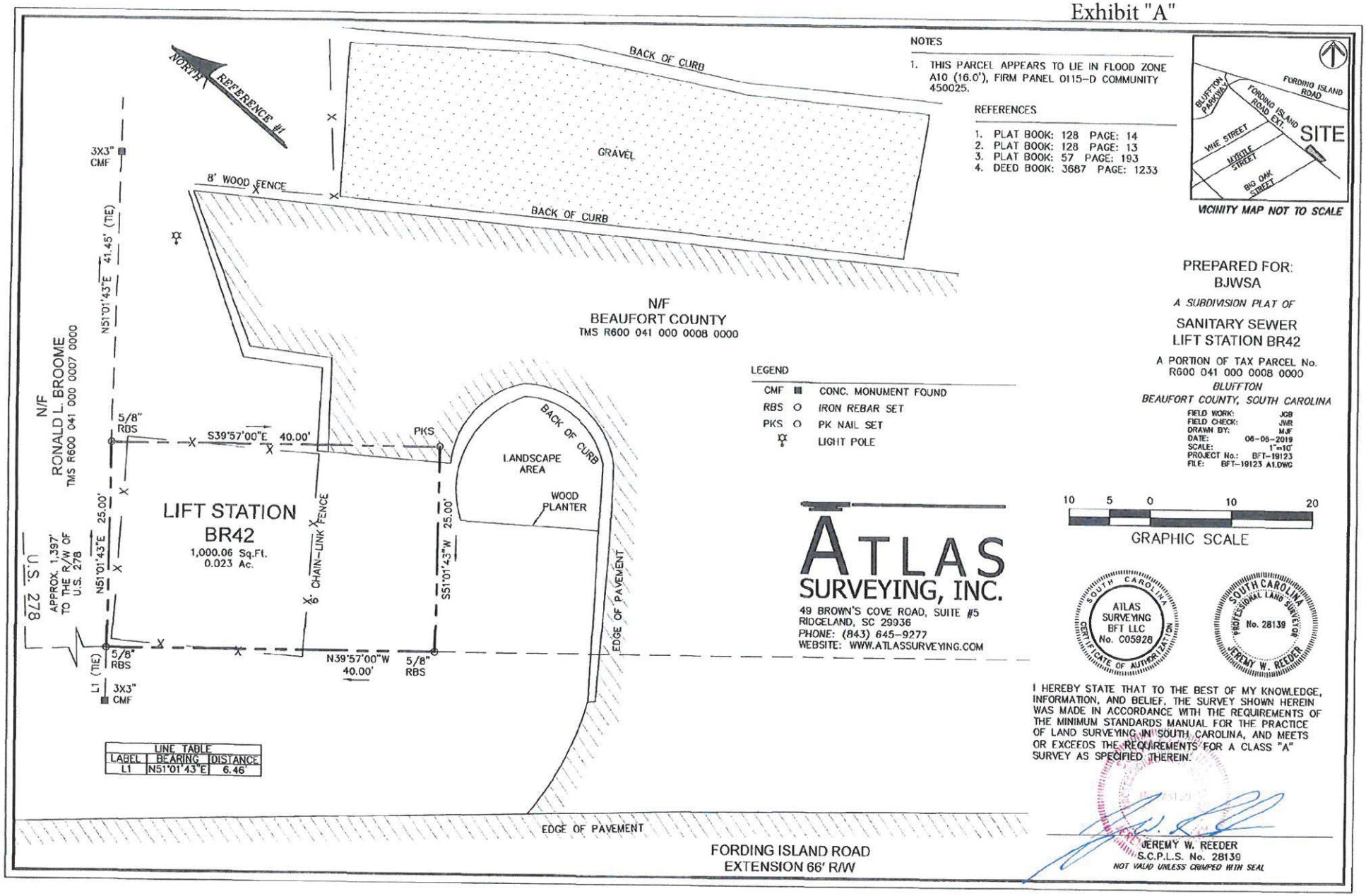
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

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

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

_____ _____
Notary Public for South Carolina witness signature
My Commission Expires:

Exhibit "A"



LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N51°01'43"E	6.46'

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE A10 (16.0'), FIRM PANEL 0115-D COMMUNITY 450025.

REFERENCES

1. PLAT BOOK: 128 PAGE: 14
2. PLAT BOOK: 128 PAGE: 13
3. PLAT BOOK: 57 PAGE: 193
4. DEED BOOK: 3687 PAGE: 1233

VICINITY MAP NOT TO SCALE

LEGEND

CMF	■	CONC. MONUMENT FOUND
RBS	O	IRON REBAR SET
PKS	O	PK NAIL SET
	☼	LIGHT POLE

PREPARED FOR:
BJWSA

A SUBDIVISION PLAT OF

SANITARY SEWER
LIFT STATION BR42

A PORTION OF TAX PARCEL No.
R600 041 000 0008 0000

BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK:	JGB
FIELD CHECK:	JWR
DRAWN BY:	MJF
DATE:	06-06-2019
SCALE:	1"=10'
PROJECT No.:	BFT-19123
FILE:	BFT-19123 A1.DWG

10 5 0 10 20
GRAPHIC SCALE

ATLAS SURVEYING, INC.
49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

SOUTH CAROLINA
ATLAS SURVEYING BFT LLC
No. C05928
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 28139
JEREMY W. REEDER

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

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CRIMPED WITH SEAL

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Employee Sick leave and holidays Addendum

Council Committee:

Finance Committee approved December 2, 2019; previously discussed at Executive Committee November 12, 2019

Meeting Date:

County Council December 9, 2019

Committee Presenter (Name and Title):

Ashley M. Jacobs, Administrator; Chris Inglese, Deputy Administrator

Issues for Consideration:

Beaufort County does not provide for a sick leave benefit to its employees and provides the least number of holidays compared to other counties.

Points to Consider:

Sick leave benefits and paid holidays are a recruiting tool that helps to attract and retain quality employees.

Funding & Liability Factors:

No additional funding is needed to implement the attached policies.

Council Options:

Administration would like to have Council's support by voting to adopt the attached sick leave policy.

Recommendation:

Unanimously vote in favor of adopting the attached sick leave and holidays addendum in support of Beaufort County's dedicated and hard working employees.

2019 Revision to Employee Handbook

DISCLAIMER

THIS IS NOT A CONTRACT

EMPLOYEES OF THE COUNTY OF BEAUFORT ARE EMPLOYED AT WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. THAT MEANS THAT EITHER THE EMPLOYEE OR THE COUNTY MAY END EMPLOYMENT AT ANY TIME AND FOR ANY REASON. NOTHING IN BEAUFORT COUNTY'S HANDBOOKS, MANUALS, POLICIES, RULES OR OTHER WRITTEN DOCUMENTS CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM AN EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH, CREATE A CONTRACT OF EMPLOYMENT UNLESS (1) THE TERMS ARE PUT IN WRITING; (2) THE DOCUMENT IS LABELED "CONTRACT"; (3) THE DOCUMENTS STATES THE TERMS OF EMPLOYMENT AND (4) THE DOCUMENT IS SIGNED BY THE COUNTY'S ADMINISTRATOR.

This 2019 Revision to the Beaufort County Employee Handbook provides for a sick leave benefit, two (2) additional paid holidays and a personal holiday, with an effective date of January 1, 2020.

Revision No. 1- Sick Leave: The Sick Leave benefit shall be inserted into Section 4.0 Compensation & Benefits, and be a portion of subsection 4.2 Leave of the Beaufort County Employee Handbook.

4.2.19 Sick Leave

The County recognizes that our hard working employees and their immediate family members sometimes become ill. Thus, the County offers a sick leave benefit that provides paid time away from work during illness and recovery. Effective January 1, 2020 there is provided a Sick Leave benefit to Full-time and Part-time County employees.

4.2.20 Accrual and Carryover:

Sick leave accrues at the end of each payroll period and is reflected on your paycheck stub as "Sick Leave Balance". Sick leave may not be used until it has accrued but is available as soon as it is accrued.

Full-time employees accrue 3.69 hours each bi-weekly pay period. A maximum of 720 hours may be carried over from the last pay period in one year to the first pay period in the following year.

Employees working a 12-hour shift accrue sick leave at the rate of 3.87 hours per pay period, and may carry over up to a maximum of 756 hours.

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Employees working a 24-hour shift accrue sick leave at the rate of 5.2 hours per pay period, and may carry over up to a maximum of 1008 hours.

Regular part-time employees whose position is designated to work at least 20 hours per week accrue sick leave on a pro-rata basis. Regular part-time employees working an average of less than 20 hours per week, P.R.N., and similar classes of employees do not accrue sick leave.

While on authorized sick leave with pay an employee continues to accrue annual and sick leave benefits. If an employee is on authorized sick leave without pay, annual and sick leave benefits do not accrue, and the employee is responsible for payment of any authorized payroll deductions. Failure to submit prompt payment may result in termination of benefits.

4.2.21 Use and Approval:

Sick leave may be used for personal or an immediate family member's (spouse, child, or parent including children in the care of a legal guardian) illnesses, medical appointments, and like purposes provided the employee's presence is required. The County reserves the right to require appropriate certification or confirmation that the employee's presence is in fact required.

In the case of FMLA leave that requirement is automatically met when the physician's certification is submitted. For information about requesting FMLA, see the Family and Medical Leave Act (FMLA) section of this handbook or contact the Employee Services Department.

Unless department policy dictates otherwise, in the event you cannot attend work due to illness, injury or emergency, you must notify your supervisor as soon as possible and, except under extreme circumstances, one (1) hour before your scheduled start time. Unless you are on an approved and excused leave of absence, you should inform your supervisor daily if the absence exceeds one day.

Annual leave may be used in lieu of sick leave at the employee's request. Unpaid leaves will be granted only when all available paid leave is exhausted.

Notification to supervisor. An employee who is ill must advise his/her immediate supervisor as soon as possible and no later than one hour after the start of the work shift. Employees in law enforcement, emergency services, security, solid waste, and other departments that operate around the clock must follow procedures set up by their department heads. In case of extended illness, the employee is responsible for keeping his/her supervisor informed of his/her progress.

For twelve (12) hour and twenty-four (24) hour shift employees, your supervisor may at any time request a doctor's statement before excusing the absence. For regular eight (8) hour employees, an employee must provide a doctor's statement for sick leave absences after three (3) consecutive days of sick leave. Just because the County has allowed you to accrue your sick leave benefit does not mean that any absence will be excused and/or paid. All accrued leave usage must be requested by the employee and approved by the employee's supervisor. Excessive absences or failure to properly follow leave rules and procedures can result in disciplinary action up to and including termination. FMLA leave and other protected absences are not counted for the purposes of

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evaluating whether absenteeism is excessive. Under some circumstances annual leave may be donated for use as sick leave. See the Employee Emergency Leave Transfer Bank (EELTB) section of this handbook. Sick leave is not intended to extend the employment status beyond the last date of the individual's availability to work.

4.2.22 Payment at Separation: Unused sick leave has no cash value and is not reimbursable upon termination.

Revision No. 2- Additional Paid Holiday days: the following two (2) additional paid holiday benefit and Personal Holiday benefit shall be inserted into Section 4 Compensation & Benefits subsection 4.1.2 Holidays.

Good Friday

President's Day

A Personal Holiday

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2020 Beaufort County Council & Committee Schedule

	Council		Committees		BUDGET
	2nd Monday	4th Monday	1st Monday	3rd Monday	
	4:00 Executive Committee 5:30 County Council		2:00 - Community 3:30 - Natural Resources	2:00 - Finance 3:30 - Public Facilities	10:00 - Retreat Jan 27th
January	13th	27th		21st*	
February	10th	24th	3rd	18th*	
March	9th	23rd	2nd		2:00 - Workshops Mar 9th Mar 16th Mar 23rd Mar 30th**
April	13th	27th	6th	20th	
May	11th	26th*	4th	18th*	
June	8th	22nd	1st	15th	
July	13th				
August	10th		3rd	17th	
September	14th*	28th	Aug 31st**	21st	Readings May 11th May 26th Jun 8th
October	13th	26th	5th	19th	
November	9th		2nd	16th	
December	14th		7th		

Meeting Not Held at Government Center:
Hilton Head Library - Mar 9th, Jul 13th, and Oct 13th
Bluffton Rec Center - May 11th & Sep 14th

* Tuesdays (Following Monday Holidays)

** 5th Mondays (Mar 30th, Jun 29th, Aug 31st, & Nov 30th)

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

STEWART H. RODMAN
CHAIRMAN

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VICE CHAIRMAN

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ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

November 13, 2019

Christina Gwozdz, M.D., Chair
Beaufort County Board of Education
Post Office Drawer 309
Beaufort, SC 29901

Dr. Gwozdz,

County Council is aware there is discussion at the Board of Education level of a potential dispute between the District and the Technical College of the Lowcountry (TCL) related to the District's commitment to support the construction of the Culinary Institute. The cause of the dispute is unclear.

We assume TCL and the District will resolve the issues, to the extent there is a difference of opinion. I have a long history of assisting TCL and the District on financial matters. Let me know if I can be of help to mediate any issues.

We trust these issues do not lead the Board of Education reconsidering its funding commitment of the Institute. The County relied on the commitments of its funding partners in committing to funding the lion's share of the construction.

Respectfully,

Respectfully

Stewart H. Rodman, Chairman
County Council of Beaufort County

CC: Ashley Jacobs, County Administrator
Alice Howard, County Council of Beaufort County
Joseph Passiment, County Council of Beaufort County

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. _____
COUNTY OF BEAUFORT)

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INCENTIVE AGREEMENT BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND CS PROPERTIES, BLUFFTON, LLC (OR ITS ASSIGNEE), PROVIDING FOR CERTAIN INCENTIVES ASSOCIATED WITH THE DEVELOPMENT OF MYRTLE BUSINESS PARK, AND AUTHORIZING THE CONVEYANCE OF PROPERTY FROM THE COUNTY TO CS PROPERTIES, BLUFFTON, LLC (OR ITS ASSIGNEE) UPON SATISFACTION OF CERTAIN CONDITIONS SET FORTH IN THE INCENTIVE AGREEMENT; AND ADDRESSING OTHER MATTERS RELATED THERETO.

WHEREAS, CS Properties Bluffton, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, or its assignee (referred to hereinafter as the "Company"), intends to invest in the development of Myrtle Business Park, to include the construction of approximately 60,000 square feet of buildings with estimated capital expenditures in excess of $10,000,000 and the anticipated creation of 120 jobs (the "Project"); and

WHEREAS, the Project necessitates significant infrastructure expenditures including but not limited to entry roads, driveways, water, sewer, stormwater, power, and information technology expenses as well as significant expenses associated with site work and building improvements; and

WHEREAS, the Company has requested assistance from the County in facilitating the implementation of the Project; and

WHEREAS, Beaufort County, South Carolina (the "County") has carefully considered the requests of the Company, including anticipated investments and job creation as well as other anticipated costs and benefits to the County, and recognizing the critical need for available office space to attract new investment in the County, has agreed to provide assistance to the Project under the terms and conditions set forth in a comprehensive Incentive Agreement, a copy of which is attached hereto as Exhibit A (the "Incentive Agreement"); and

WHEREAS, the Incentive Agreement provides, among other things, for the County to undertake certain expenses and improvements that constitute eligible "infrastructure" as defined in Section 12-20-105(B) of the Code of Laws of South Carolina, 1976, as amended (the "Improvements"), subject to certain clawback rights if the Company does not satisfy certain performance thresholds and criteria; and

WHEREAS, the Incentive Agreement further provides that upon completion of the Improvements, and subject to such other terms and conditions contained therein, the County is hereby authorized to convey the property associated with the Project, consisting of approximately 7.71 acres (Beaufort County Tax Map Number R600 031 000 1624 0000) (the "Property") to the Company for a purchase price of Six Hundred Thousand and 00/100 Dollars

$600,000.00) (the "Purchase Price"), subject to certain clawback rights if the Company does not satisfy certain performance thresholds and criteria; and

WHEREAS, this Ordinance authorizes the conveyance of the Property following the holding of a public hearing in accordance with the requirements of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, it appears that the Incentive Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate the Project in the County, the Incentive Agreement is hereby authorized, ratified, and approved.

Section 2. Upon satisfaction of the terms and conditions set forth in the Incentive Agreement relating to the conveyance of the Property, such satisfaction of the terms and conditions to be determined by the County Administrator upon the advice of Counsel to the County, and upon payment of the Purchase Price by the Company to the County, the Chairman of County Council and/or the County Administrator are authorized, empowered, and directed to execute a limited warranty deed conveying title to the Property to the Company.

Section 3. It is hereby found, determined, and declared by the County Council, as follows:

(a) The Project is beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(c) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.

(d) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(e) The benefits of the Project to the public will be greater than the costs.

Section 4. The form, terms, and provisions of the Incentive Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Incentive Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Incentive Agreement in the name of and on behalf of the County, and thereupon to cause the Incentive Agreement to be delivered to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Incentive Agreement and the performance of all obligations of the County under and pursuant to the Incentive Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this ____ day of _____, 2019.

BEAUFORT COUNTY,
SOUTH CAROLINA

Signature:_____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, the undersigned, Clerk to County Council of Beaufort County, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Beaufort County Council, South Carolina, as of this ____ day of _____, 2019.

Signature: _____
Name: _____
Title: Clerk to County Council

Exhibit A
Incentive Agreement

FY21 Budget Calendar	
December/January	County Council holds work session to set strategic goals and direction for the budget.
January	All county departments and outside agencies will receive a base budget and instructions to enter their requests into Munis*
February	Finance Department receives all budget requests for review Administration meets with Department Heads and Elected/Appointed Officials to discuss budget requests
March	Work sessions held to discuss: • Operating, capital, and personnel requests • Outside agencies (Fire Districts, School District, Economic Development, Hospital, etc.) • Elected Officials
April	County Administrator presents a proposed budget to Finance Committee/Council and schedules a public hearing
May 11 May 26	First reading Second reading, Public hearing
June 8	Third reading and adoption

*All budget requests must be submitted in Sharepoint or Munis with justifications. Any requests that are not submitted properly will not be included in the proposed budget

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 CAROLIN

Council Committee:

Public Facilities Committee December 2, 2019

Meeting Date:

December 9, 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 BJSWA.

Recommendation:

Approve Access and Utility Easement to BJWSA

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 BULFFTON 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.

WITNESS the hands and seals of the undersigned the date and year first above-written.

IN THE PRESENCE OF:

GRANTOR:

COUNTY OF BEAUFORT

_____
witness signature

By:_____
(authorized signature)

_____
(printed name of witness)

Ashley M. Jacobs
(printed name)

_____
Notary Public signature

Its: Beaufort County Administrator
(printed title)

_____
(printed name of Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named County of Beaufort by Ashley M . Jacobs its County Administrator, 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)

_____
witness signature

_____
(printed name of Notary Public)
Notary Public for South Carolina
My Commission Expires:

_____
(printed name of witness)

IN THE PRESENCE OF:

GRANTEE:

BEAUFORT-JASPER WATER &
SEWER AUTHORITY

_____
witness signature

By:_____
(authorized signature)

_____
(printed name of witness)

_____
(printed name)

_____
Notary Public signature

Its:_____
(printed title)

_____
(printed name of Notary Public)

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)

_____
witness signature

_____
(printed name of Notary Public)
Notary Public for South Carolina
My Commission Expires:

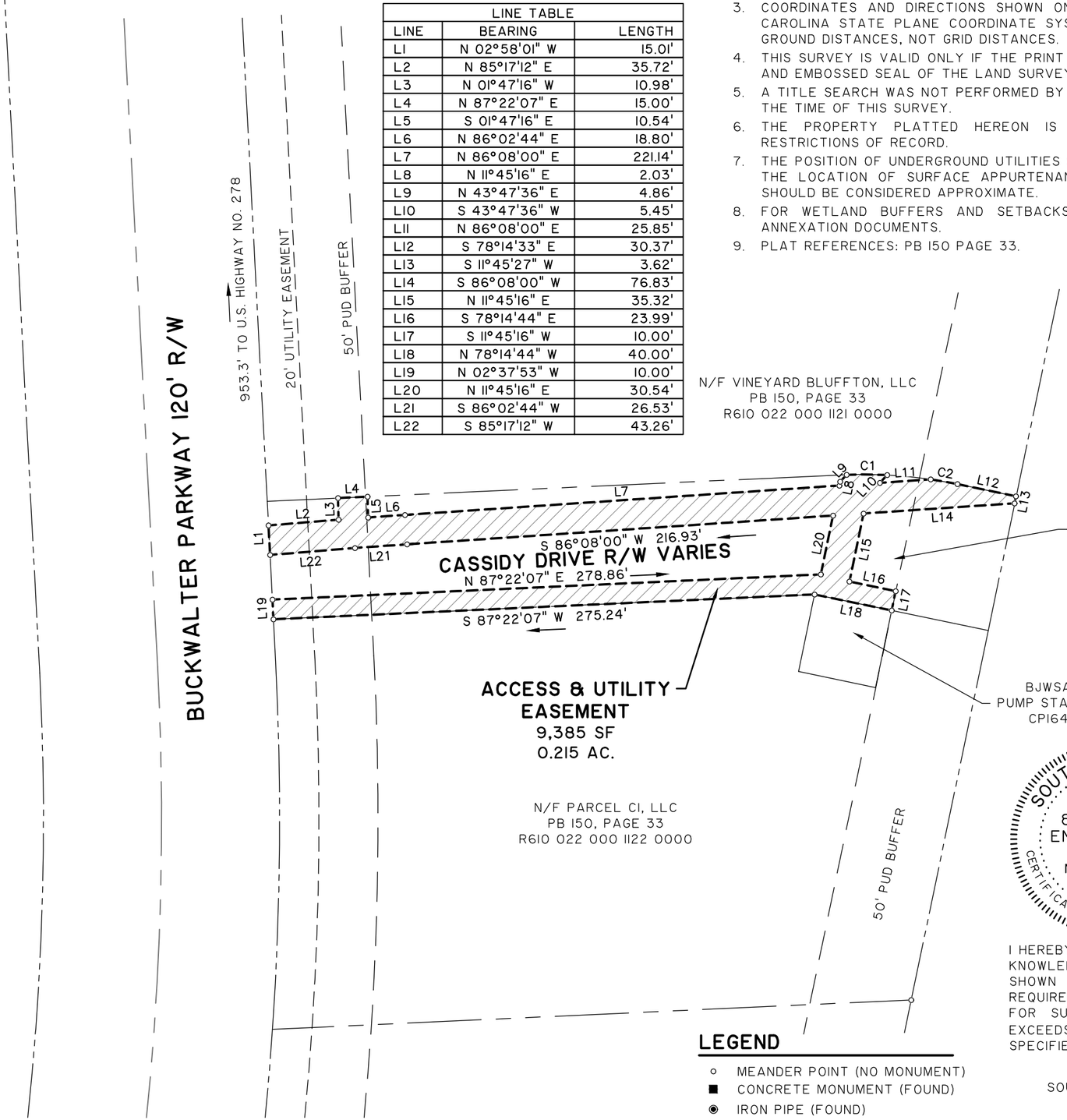
_____
(printed name of witness)

Z:\25732\25732.1000\Survey\DWG\25732.1000sp01 BJWSA Esmt.dwg - Nov 14, 2019 - 6:50:51 AM

EXHIBIT "B"

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

1. TAX MAP NO. (PARENT TRACT): R610 022 000 1125 0000.
2. 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.
3. 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.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. 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.
8. FOR WETLAND BUFFERS AND SETBACKS REFER TO BUCKWALTER P.U.D. AND ANNEXATION DOCUMENTS.
9. PLAT REFERENCES: PB 150 PAGE 33.

GRID NORTH

LEGEND

- ○ MEANDER POINT (NO MONUMENT)
- ■ CONCRETE MONUMENT (FOUND)
- ◉ IRON PIPE (FOUND)

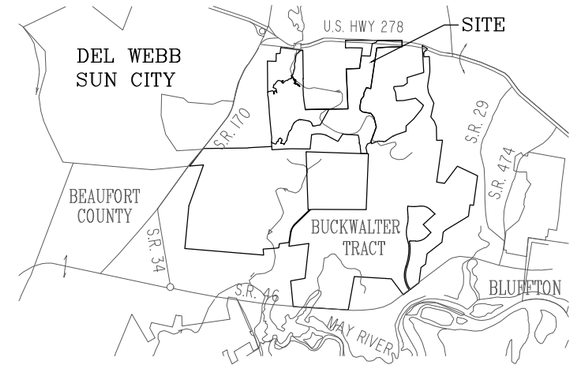
SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION

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

FOR REVIEW

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



VICINITY MAP not to scale

This document and all reproducible copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless this document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

EASEMENT PLAT

ACCESS & UTILITY EASEMENT WITHIN CASSIDY DRIVE PORTION OF BUCKWALTER

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for
BJWSA

THOMAS & HUTTON

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

60 0 60 120
1 INCH = 60 FEET

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

job 25732.1000

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award RFP #053019E Pathways Project Design Services

Council Committee:

County Council

Meeting Date:

December 9, 2019

Committee Presenter (Name and Title):

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

Issues for Consideration:

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

Points to Consider:

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

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

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

Funding & Liability Factors:

The current funding is 2018 One Cent Transportation Sales Tax that allocates $10,000,000.00 to the project as recorded in Beaufort County Resolution 2019/22.
November 4, 2019 Public Facilities Recommended Award with a funding cap of $750,000 to be negotiated.

Council Options:

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

Recommendation:

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

PATHWAYS PROJECT RFP #010918E
BACKGROUND SUMMARY

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

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

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

CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the "Agreement") is made this ~~25th~~ _____day of ~~November~~ ____ ~~2019~~20 __, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Infrastructure Consulting & Engineering, PLLC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement for pathway projects, 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 RFP 053019E dated May 1, 2019 (Exhibit "A"), the Contractor's Proposal dated May 30, 2019 (Exhibit "B") and Recommendation for Award dated October 7, 2019 (Exhibit "C").

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 RFP 053019E 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 shall 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 ~~October 1~~January 1, 20~~19~~20 and end on ~~September~~ December 3~~0~~1, 20~~19~~21. This Agreement may be extended up to ~~four~~ one (~~4~~1) additional ~~12~~24-month term~~s~~ 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.

Commented [MM1]: Need term dates

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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 shall not exceed $750,000.00 (seven hundred and fifty thousand dollars) ~~$3,120,862.80 (three million one hundred twenty thousand eight hundred sixty-two dollars and eighty cents) per year~~ and will follow the fee schedule provided in the Contract proposal for subsequent terms, subject to the terms and conditions of this Agreement.

Commented [FB2]: As approved by Finance Committee on November 4, 2019

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 maximum 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 RFP 053019E.

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.

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: Infrastructure Consulting & Engineering, PLLC
26 John Galt Road, Suite A
Beaufort, SC 29906

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 Contactor 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, Andrea Atherton –

Located at: Beaufort County Engineering Department
2266 Boundary Street
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) RFP, Bid Response and Award Recommendation

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 RFP 053019E 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:

_____

_____

Infrastructure Consulting & Engineering, PLLC

Signature: _____
Name: _____
Address: _____
Phone: _____
Email: _____
Date: _____

COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

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

DATE: 10/07/2019

BACKGROUND:

On November 13, 2017, County Council approved a One Cent Transportation Sales Tax for 3 specific projects in Beaufort County. One of t hese projects includes the construction of up to 24 multi-use pathway facilities located across Beaufort County. The referendum was pass ed by Beaufort County voters on November 6, 2018, and staff needs to begin the design stage.

BIDDER INFORMATION On April 30, 2019, Beaufort County advertised for engineering design service proposals for the 2018 1 cent Pathw ay projects. On May 30, 2019, Beaufort County received four (4) proposals. An evaluation team including JW Campbell, Laura Matney and Robert Merchant evaluated the proposals based on criteria included in the RFP to evaluate and rank the team proposals. Out of 100 poss ible points, a summary of the points earned per firm are as follows:

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

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

VENDOR INFORMATION:

Infrastructure Consulting & Engineering

COST:

NTE $3,120,862.80

FUNDING:

Infrastructure Consulting & Engineering proposes a total not to exceed value of $3,120,862.80. The current funding is 2018 One Cent Transportation Sales Tax that allocates $10,000,000 to the project as recorded in Beaufort County Reso lution 2019/22.

The 2018 One Cent Transporation Sales Tax was effective May 1, 2019. The County anticipates receiving sufficient tran sportation sales tax funds from SC DOR by October 31, 2019, to have the funding available for this contract.

Funding approved: Yes By: aholland Date: 10/03/2019

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

RECOMMENDATION:

Staff recommends award to Infrastructure Consulting & Engineering.

Attachment: RFP 053019E Pathways.pdf
3.6 MB

No file attached

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 10/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 09/25/2019

Robert McFee, PE, Division Director, Construction, Engineeri

Approved: Yes Date: 10/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☑

After Initial Submission, Use the Save and Close Buttons

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:

County Council Meeting

Meeting Date:

December 9, 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 bis: Hoffman Mechanical Solutions 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 Mechanical Solutions 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 Mechanical Solutions of Wando, S.C. is self-performing and will use their own equipment for installation. Staff believes that Hoffman Mechanical Solutions' 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 Public Facilities Committee approved the contract award on Monday, November 4, 2019 and recommends that County Council approves the contract award to Hoffman Mechanical Solutions 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: November 4, 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:

BIDDERS:	**Bid Total Cost**
1. Hoffman Mechanical Solutions, 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 Mechanical Solutions 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 Mechanical Solutions of Wando, S.C. is self-performing and will use their own equipment for installation. Staff believes that Hoffman Mechanical Solutions 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 Mechanical Solutions 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

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Project Name:	Water Heater Replacement for Detention Center, Beaufort County (Rebid)
Project Number:	IFB 071019
Project Budget:	
Bid Opening Date:	7.10.19
Time:	3:00
Location:	BIV #2 Conference Room
Bid Administrator:	Dave Thomas
Bid Recorder:	Marlene Myers

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Mitchell Brothers, Inc.	✓	✓	✓	✓	✓		$330,360
Hoffman Mechanical Solutions, Inc.	✓	✓	✓	✓	✓	SCH Performing	$287,357

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Marlene Myers

Bid Recorder

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
IFB 071019, Water Heater Replacement for the Beaufort County Detention Center

DATE: 12/02/2019

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 firms listed below.

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

*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.

Mechanical Solutions

VENDOR INFORMATION:	**COST:**
1. Hoffman ~~Brothers~~, Wando, SC Mechanical Solutions	$287,357*
2. Mitchell Brothers, Inc., Seabrook, SC	$330,360

FUNDING:

GL Account 10001310-51130, Facilities Management, Repairs to Buildings. This expenditure is included in the Fiscal Year 2020 approved appropriations.

Funding approved: Yes By: aholland Date: 11/20/2019

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~~ Mechanical Solutions 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.

Attachment: IFB 071019.pdf 88.42 KB No file attached

cc: Ashley Jacobs, County Administrator

Approved: Select... Date:

Check to override approval: ☐ Overridden by:

Override Date:

Christopher S. Inglese, Deputy County Administrator

Approved: Yes Date: 11/25/2019

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 11/20/2019

Phil Foot, Assistant County Administrator, Public Safety

Approved: Yes Date: 11/25/2019

Check to override approval: ☐ Overridden by:

Override Date: ready for admin: ☑

Mark Roseneau, Director, Facility Management Department

Approved: Select... Date:

Check to override approval: ☑ Overridden by: lmaletta

Override Date: 11/21/2019 ready for admin: ☑

After Initial Submission, Use the Save and Close Buttons

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 Contactor 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:

RFP # 081419 Award Recommendation for Janitorial Services for Beaufort County

Council Committee:

County Council Meeting

Meeting Date:

December 9, 2019

Committee Presenter (Name and Title):

David Thomas, CPPO, Purchasing Director

Issues for Consideration:

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, (29 facilities in the North, including additional services needed at the 14 buildings currently being serviced by Disabilities and Special Needs (DSN), and 10 facilities in the South). 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.

Points to Consider:

1.The evaluation committee consisted of the following six members: Monica Spells, Assistant County Administrator, Civic Engagement & Outreach Division; Phil Foot, Assistant County Administrator, Public Safety ; Jon Rembold, Airports Director; Mark Roseneau, Facilities Management Director; and Ray McBride, Library Director. Dave Thomas, Purchasing Director, facilitated the process and provided guidance to the evaluation committee.
2. On August 14, 2019, Beaufort County received five responses to the RFP (Attachment 1 "Final Ranking and Cost Sheet"). The evaluation committee evaluated all responses based on the selection criteria and short-listed the following three vendors for interviews: A&B Cleaning Service, Hilton Head Housecare, and Problem Solvers. The evaluation committee completed interviews on September 30, 2019 and requested "Best and Final Offers" from these three vendors with a response date of October 4, 2019. After review of the "Best and Final Offers" and consideration of the RFP evaluation criteria scoring, the panel selected A & B Cleaning Service as the number one ranked vendor to provide janitorial services for County facilities North and South of the Broad River.

Funding & Liability Factors:

Account # 10001310, 5100011, 54000011-51210, Cleaning Services

Council Options:

Approve the contract or disapprove the contract

Recommendation:

The Public Facilities Committee approved the contract on Monday, November 4, 2019. The Purchasing Department recommends that County Council approved the contract in the amount of $409,073.04 for janitorial services from the aforementioned vendor for an initial contract term of eight months beginning November 1, 2019 and ending June 30, 2020 with four (4) additional one (1) year contract renewal options for a potential total five (5) year contract.

RFP 081419 Janitorial Services for BC

A and B Cleaning Service

BEST AND FINAL OFFER			
Grand Totals	**Per Month**	**11/1/19 - 06/30/20 8 Months**	**Annual Cost FY21**
NORTH of the Broad River Locations	27,862.31	222,898.48	334,347.72
SOUTH of the Broad River Locations	16,976.82	135,814.56	203,721.84
DSN additional work	6,295.00	50,360.00	75,540.00
	51,134.13	**409,073.04**	**613,609.56**

	Bld.	**North of the Broad River Locations**			
5 Days	1	**Administration Building** 100 Ribaut Road, Beaufort, SC The approximate square feet is 34,028	3,423.00	27,384.00	41,076.00
5 Days	2	**Arthur Horne Building** 104 Ribaut Road, Beaufort, SC. The approximate square feet is 7,250.	700.00	5,600.00	8,400.00
5 Days	3	**Beaufort Library** 311Scott Street Beaufort, SC. The approximate square feet is 29,886	2,875.00	23,000.00	34,500.00
3 Days	4	**BIV#1** 102 Industrial Village Rd, Beaufort, SC. The approximate square feet is 5,000	615.00	4,920.00	7,380.00
3 Days	5	**BIV#2** 106 Industrial Village Rd, Beaufort, SC. The approximate square feet is 5,000	615.00	4,920.00	7,380.00
3 Days	6	**BIV#3** 102 Industrial Village Rd, Beaufort, SC. The approximate square feet is 5,000	474.00	3,792.00	5,688.00
5 Days	7	**BIV#4** 15 John Galt Rd, Beaufort, SC. The approximate square feet is 5,000	474.00	3,792.00	5,688.00
5 Days	8	**BIV#5** 113 Industrial Village Rd, Beaufort, SC. The approximate square feet is 10,000	883.00	7,064.00	10,596.00
5 Days	9	**Central Garage** 120 Shanklin Rd, Beaufort, SC. The approximate square feet is 2,568	257.00	2,056.00	3,084.00
3 Days	10	**Stormwater Mobile Office** 102 Shanklin Road, Burton, SC The approximate square feet is 896	344.00	2,752.00	4,128.00
3 Days	11	**Coroner's Office** 1804 Old Shell Road, Port Royal, SC. The approximate square feet is 6,300	515.00	4,120.00	6,180.00
5 Days	12	**Courthouse** 102 Ribaut Rd, Beaufort, SC. The approximate square feet is 61,797	6,100.00	48,800.00	73,200.00
5 Days	13	**EMS** 2727 Depot Road, Beaufort, SC The approximate square feet is 10,783	1,052.00	8,416.00	12,624.00
3 Days	14	**Facility Maintenance** 142 Shanklin Road, Burton, SC. The approximate square feet is 5,630.	628.00	5,024.00	7,536.00
3 Days	15	**Public Works Mobile Office** 106 Shanklin Road, Burton, SC. The approximate square feet is 896	155.00	1,240.00	1,860.00
5 Days	16	**Gounds Maintenance** 136 Shanklin Road, Burton, SC. The approximate square feet is 2,400	240.00	1,920.00	2,880.00
5 Days	17	**Human Services** 1905 Duke Street, Beaufort, SC The approximate square feet is 33,420	3,316.00	26,528.00	39,792.00
5 Days	18	**Lady's Island Airport** 39 Airport Circle, Lady's Island, SC. The approximate square feet is 3,909	391.00	3,128.00	4,692.00
5 Days	19	**Lobeco Library** 1862 Trask Parkway, Lobeco, SC.	300.00	2,400.00	3,600.00

		The approximate square feet is 1,400			
5 Days	20	**Mosquito Control** 84 Shanklin Road, Burton, SC The approximate square feet is 6,379	600.00	4,800.00	7,200.00
5 Days	21	**Public Works Main** 120 Shanklin Road, Burton, SC The approximate square feet is 5,066	481.00	3,848.00	5,772.00
5 Days	22	**Sheriff's Annex** 2727 Depot Road, Beaufort, SC. The approximate square feet is 5,726	100.59	804.72	1,207.08
3 Days	23	**Sheriff's DNA Lab** 111 Industrial Village Rd, Beaufort, SC. The approximate square feet is 4,000	265.00	2,120.00	3,180.00
3 Days	24	**Sheriff's Gym** 2727 Depot Road, Beaufort, SC. The approximate square feet is 1,707	199.72	1,597.76	2,396.64
5 Days	25	**Stormwater Building** 120 Shanklin Road, Burton, SC The approximate square feet is 2,300	230.00	1,840.00	2,760.00
3 Days	26	**Tire Baler Building** 108 Shanklin Road, Burton, SC The approximate square feet is 4,000	515.00	4,120.00	6,180.00
3 Days	27	**Crystal Lake** 124 Lady's Island Dr, Lady's Island, SC. The approximate square feet is 3,000	637.50	5,100.00	7,650.00
3 Days	28	**Engineering Building** 2266 Boundary Street, Beaufort, SC The approximate square feet is 2,500	915.00	7,320.00	10,980.00
3 Days	29	**Clemson Extension** 18 John Galt Road, Beaufort, SC The approximate square feet is 3,000	561.50	4,492.00	6,738.00
		North of the Broad River Locations GRAND TOTAL	**27,862.31**	**222,898.48**	**334,347.72**
		South of the Broad River Locations			
5 Days	30	**Bluffton Library** 120 Palmetto Way, Bluffton, SC The approximate square feet is 27,000	2,449.00	19,592.00	29,388.00
5 Days	31	**Hilton Head Admin Building** 539 William Hilton Parkway, HHI, SC. The approximate square feet is 9,303	824.00	6,592.00	9,888.00
5 Days	32	**Hilton Head Library** 11 Beach City Rd, HHI, SC. The approximate square feet is 22,006	2,124.00	16,992.00	25,488.00
5 Days	33	**Myrtle Park (Bluffton Govt Center)** 4819 Bluffton Parkway, Bluffton, SC. The approximate square feet is 21,000	1,924.00	15,392.00	23,088.00
5 Days	34	**Public Works South** 104 Simmonsville Rd, Bluffton, SC. The approximate square feet is 1,500	410.00	3,280.00	4,920.00
5 Days	35	**Sheriff's Office SWAT Team** 1021 Okatie Hwy, Okatie, SC. The approximate square feet is 3,400	296.82	2,374.56	3,561.84
5 Days	36	**Sheriff's Office HHI** 58 Shelter Cove Lane, HHI, SC. The approximate square feet is 17,082	1,699.00	13,592.00	20,388.00
7 days	37	**HHI Airport Terminal** 120 Beach Road, HHI, SC. The approximate square feet is 18,000	5,560.00	44,480.00	66,720.00
7 days	38	**HHI Airport Tower** 120 Beach Road, HHI, SC. The approximate square feet is 3,000	290.00	2,320.00	3,480.00
5 Days	39	**Animal Services Complex** 10 Pritcher Point Road, Okatie, SC. (diagram was provided for square feet)	1,400.00	11,200.00	16,800.00
		South of the Broad River Locations GRAND TOTAL	**16,976.82**	**135,814.56**	**203,721.84**
		DSN Locations			
	40	**Broomfield Community Center** 200 Brickyard Point Rd The approximate square feet is 1,973	100.00	800.00	1,200.00
		Coosaw Community Center			

	41	140 Coosaw River Dr The approximate square feet is 1,742	125.00	1,000.00	1,500.00
	42	**Booker T. Washington Center** 132 Booker T. Washington Circle The approximate square feet is 2,434	150.00	1,200.00	1,800.00
	43	**Seaside Center** 122 Seaside Road The approximate square feet is 1,973	150.00	1,200.00	1,800.00
	44	**Scott Center** 242 Scott Hill Road The approximate square feet is 1,798	310.00	2,480.00	3,720.00
	45	**Dale Center** 15 Community Center Road The approximate square feet is 2,063	150.00	1,200.00	1,800.00
	46	**Lind Brown Center** 1001 Hamar Street The approximate square feet is 16,373	525.00	4,200.00	6,300.00
	47	**Port Royal Center** 1514 Richmond Ave The approximate square feet is 4,636	500.00	4,000.00	6,000.00
	48	**Bluffton Center** 61 Ulmer Road The approximate square feet is 9,368	500.00	4,000.00	6,000.00
	49	**Burton Wells Concession Stand/Press Box** Middleton Recreation Drive The approximate square feet is 300		0.00	0.00
	50	**Burton Wells Senior Center** 2 Middleton Recreation Drive The approximate square feet is 14,000	475.00	3,800.00	5,700.00
	51	**Buckwalter Park** 905 Buckwalter Parkway The approximate square feet is 22,500	975.00	7,800.00	11,700.00
	52	**Burton Wells** 1 Middleton Recreation Center Dr The approximate square feet is 24,000	1,125.00	9,000.00	13,500.00
	53	**St. Helena Library** 6355 Jnathan Francis Sr. Rd The approximate square feet is 23,500	1,210.00	9,680.00	14,520.00
		Grand Total for all DSN additional work not covered by DSN	**6,295.00**	**50,360.00**	**75,540.00**

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:

County Council Meeting

Meeting Date:

December 9, 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 Public Facilities Committee approved the purchase of the new Dump Truck on Monday, December 4, 2019 and recommends 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.

COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to Purchase from Carolina International Trucks, Inc., a State Contract Vendor, for one 2021 International HV607 Dump truck for Public Works.

DATE: December 2, 2019

BACKGROUND: The Purchasing Department received a request from Public Works to purchase one new 2021 International HV607 SBA (HV607) Dump truck to replace asset # 23139, 2007 Freightliner M2112 Dump Truck. The truck to which this purchase will be replacing has 198,120 miles registered on the odometer. Also, per First Vehicle Services, asset # 23139 has not only reached its lifecycle but also has major mechanical issues that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset # 23139.

Total cost of the 2021 International HV607 Dump truck is $121,361.21 and includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:	**COST**
1. Carolina International Trucks, Inc, Columbia, SC State Contract #4400017275-provides the Chassis.	$89,173.21
2. Lee Transport Equipment, Columbia, SC, State Contract# 440001982 up fits the Dump body and equipment for vehicle.	$31,688.
3. SC State Tax	$500.00
	Total Cost: $121,361.21

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

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

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.

Attachment: Contract Pricing Information

cc: Ashley Jacobs, County Administrator
Alicia Holland, Assistant County Administrator, Finance

David Wilhelm, Assistant County Administrator for Public Works and Sustainability
John Miller, Public Works Operation Manager

INTERNATIONAL®

September 26, 2019

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

Code	Description
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
	Notes : 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
	Includes : 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
	Notes : 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

Code	Description
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 Includes : 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

Code	Description
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
	Includes : 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

Code	Description
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
	Includes : 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
	Includes : 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

Code	Description
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
	Notes : 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
	Includes : 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

Code	Description
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

2021 HV607 SBA (HV607)

(US DOLLAR)

Description		Price
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 17.5 gallons @ 2.50/gallon - $43.75)	$50.00	
Operator Manual (thumb drive) No Charge	$0.00	
Training No Charge	$0.00	
**Mud Flaps standard without Front Fender Extensions - DO NOT ORDER FENDER EXTS OR 10WWP MUD FLAPS to meet Factory Installed Items: Mud flaps, front only, black	$0.00	
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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: State Contract Purchase
Request to Purchase One 2021 International HV607 Dump Truck for Public Works

DATE: 12/02/2019

BACKGROUND:

The Purchasing Department received a request from Public Works to purchase one new 2021 International HV607 SBA (HV607) Dump Truck to replace asset #23139, 2007 Freightliner M2112 Dump Truck. The truck to which this purchase will be replacing has 198,120 miles registered on the odometer. Also, per First Vehicle Services, asset #23139 has not only reached its lifecycle but also has major mechanical issues that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset #23139.

Total cost of the 2021 International HV607 Dump Truck is $121,361.21 and includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:	**COST:**
1. Carolina International Trucks, Inc, Columbia, SC State Contract #4400017275 - provides the chassis.	$ 89,173.21
2. Lee Transport Equipment, Columbia, SC State Contract #440001982 upfits the dump body and equipment for vehicle.	$ 31,688.00
SC Sales Tax	$ 500.00
TOTAL:	$121,361.21

FUNDING:

GL Account 10001320-54200, Roads/Drainage, Specialized Capital Equipment. This expenditure is included in the Fiscal Year 2020 approved appropriations.

Funding approved: Yes By: aholland Date: 11/20/2019

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

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.

Attachment: Dumptruck.pdf 10.09 MB No file attached

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 11/22/2019

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

Christopher S. Inglese, Deputy County Administrator

Approved: Select... Date:

Check to override approval: ☑ Overridden by: Imaietta Override Date: 11/22/2019

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 11/20/2019

David Wilhelm, Assistant County Administrator, Public Work:

Approved: Yes Date: 11/21/2019

Check to override approval: ☐ Overridden by: Override Date: ready for admin: ☑

After Initial Submission, Use the Save and Close Buttons

BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Commission of Animal Service Officer Daniel Hernandez

Council Committee:

County Council

Meeting Date:

December 9, 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:

On December 2nd, the Public Facilities Committee approved to move Mr. Hernandez's commission for County Council approval.

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

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,

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,

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,

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,

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:
  - Email: boardsandcommissions@bcgov.net
  - 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 — *March 2008 to Present*
Division President / Executive Vice President — *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., — *May 2003 to March 2008*
COO and Vice President of Development — *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 *April 2002 – May 2003*
Vice President – Construction *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 *July 1999 – April 2002*
Vice President – Development *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 *July 1998 – July 1999*
Vice President/ Chief Operating Officer *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 *January 1997 – July 1998*
Office Development Manager *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. *July 1989 – January 1997*
Vice President - Construction *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, *October 1987 – July 1989*
Project Manager *Atlanta, Georgia*

Corporex Constructors, *October 1985 – October 1987*
Project Engineer *Atlanta, Georgia*

Huber, Hunt & Nichols, Inc., *June 1980 – October 1985*
Project Engineer *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