



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, November 27, 2023
3:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN
PAULA BROWN
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - September 25, 2023 and October 23, 2023
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.

- [7.](#) UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR - PRESENTATION ON THE REIMAGINE RIBAUT ROAD PROJECT - *Jared Fralix, Assistant County Administrator Infrastructure*

AGENDA ITEMS

- [8.](#) RECOMMEND APPROVAL TO AWARD INFRASTRUCTURE CONSULTING AND ENGINEERING THE DESIGN CONTRACT FOR MIDTOWN DRIVE CONNECTOR ROAD (**FISCAL IMPACT: \$188,370** The contract fee is \$163,800. Staff recommends a 15% contingency of \$24,570, bringing the project budget to \$188,370. The funding for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance –

account 1040-20-1243-54500 with a balance of \$232,640.21) - Jared Fralix, Assistant County Administrator, Infrastructure

9. RECOMMEND APPROVAL OF A RESOLUTION FOR MATCHING FUNDS FOR BEAUFORT COUNTY'S PORTION OF THE LOCAL MATCH FOR THREE PLANNING STUDIES THROUGH LOWCOUNTRY AREA TRANSPORTATION STUDY (LATS) AND THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDINGS (MOU) WITH LATS FOR EACH OF THE THREE PLANNING STUDIES (**FISCAL IMPACT: The match for the Bluffton Parkway's study will come from 2000 Bluffton impact fees professional services account 2300-30-0000-51160 with a balance of \$7,331,998.85. The match for the SC315/SC 46's study and the Northern Transit Study will come from TAG funds professional services account 2342-30-0000-51160 with a balance of \$1,558,409.65) - Jared Fralix, Assistant County Administrator, Infrastructure**
10. A PRESENTATION TO COUNTY COUNCIL ON THE COMPREHENSIVE BOAT LANDING STUDY - *Eric Larson, Capital Projects Director*
11. RECOMMEND APPROVAL OF CONTRACT AWARD TO O'QUINN MARINE CONSTRUCTION FOR IFB #110123 SPANISH MOSS TRAIL BATTERY CREEK BRIDGE REPAIR PHASE 2 (**FISCAL IMPACT: \$605,000. Funding to come from an A-Tax Grant 2001-10-0000-55000 Current account balance is \$3,142,240.64 with \$609,464 budgeted for this project) - Eric Larson, Capital Projects Director**
12. RECOMMEND APPROVAL OF CONTRACT AWARD TO PARAGON BUILDERS FOR IFB #090823 BUCKWALTER RECREATION CENTER GENERATOR (**FISCAL IMPACT: \$409,420.00 Funding comes from Parks and Recreation Capital Fund account number 1040-80-1600-54200) - Eric Larson, Capital Projects Director**
13. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH CINDY HOLLMAN (**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies) – Jon Rembold, Airports Director**
14. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH MATT ARCHER (**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies) – Jon Rembold, Airports Director**
15. RECOMMEND APPROVAL OF THE NATIONAL AIRPORTS CAPITAL IMPROVEMENT PLAN (ACIP) THIS IS AN INFORMATIONAL UPDATE TO BRIEF COUNCIL ON THE BEAUFORT EXECUTIVE AIRPORT LIST - *Jon Rembold, Airports Director*
16. RECOMMEND APPROVAL OF THE NATIONAL AIRPORTS CAPITAL IMPROVEMENT PLAN (ACIP) THIS IS AN INFORMATIONAL UPDATE TO BRIEF COUNCIL ON THE HILTON HEAD ISLAND AIRPORT LIST - *Jon Rembold, Airports Director*
17. RECOMMEND APPROVAL OF A RESOLUTION FOR COMMISSIONED PUBLIC WORKS CODE ENFORCEMENT OFFICERS - *Neil Desai, Director of Public Works*
18. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN EASEMENT ENCUMBERING A PORTION OF REAL PROPERTY LOCATED AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND - *Neil J. Desai, Public Works Director*

19. RECOMMEND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS **(FISCAL IMPACT: \$1,250,000.00)**
20. RECOMMEND APPROVAL TO AUTHORIZE THE INTERIM ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH LOWCOUNTRY FERRY, LLC FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND **(FISCAL IMPACT: \$250,000 in this budget year from General Fund Fund Balance. \$365,000 annually beginning in the new budget year)**
21. ADJOURNMENT

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, September 25, 2023
3:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/272356>

1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 3:00 p.m.

PRESENT

Chairman Logan Cunningham
Vice-Chairman David P. Bartholomew
Council Member Paula Brown
Council Member Anna Maria Tabernik
Ex-Officio Joseph F. Passiment
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson (arrived late)
Council Member Lawrence McElynn
Council Member Thomas Reitz (arrived late)

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance.

3. FOIA

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

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Passiment, seconded by Council Member McElynn, to approve the agenda.

The Vote - The motion was approved without objection.

5. CITIZEN COMMENT PERIOD

Please watch the video stream available on the County's website to view the full comment.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=63>

1. Alana Jenkins

6. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR

Please watch the video stream available on the County's website to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=280>

Assistant County Administrator Fralix provided project updates on SC 170, Reimagine Ribaut Road, the Windmill Harbor signal, and the Alljoy Boat Landing repairs. ACA Fralix also highlighted an operations audit for Solid Waste and Recycling.

Chairman Cunningham asked if a warning system would alert drivers about the Windmill Harbor signal. ACA Fralix replied that a warning system is not part of the current plan, but County staff would adapt the plan if needed.

Council Member Brown and ACA Fralix discussed the adaptive system for the signal on Squire Pope Road.

Special Projects Director Amundson briefed the Committee on a series of projects, including, among others, improvements to the Charles Lind Brown Community Center, the pickleball courts at the Burton Wells Recreation Center, and the final permitting and construction bids on Helmsman Way for the Daufuskie Island Ferry.

Council Member Glover and Director Amundson discussed the plan for the new administrative building and planning for future office capacity.

7. PRESENTATION OF THE US 278 CORRIDOR PROJECT JOINT INDEPENDENT STUDY

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=1132>

ACA Fralix briefed the Committee on the Town of Hilton Head and Beaufort County's joint independent study on the US 278 corridor and bridge, which CBB carried out.

Shawn Leight of CBB briefed the Committee on the engineering and planning studies conducted on the US 278 corridor, which determined that widening US 278 to six lanes is necessary to accommodate existing and future traffic accessing Hilton Head Island. Mr. Leight explained that US 278 is already operating at capacity in the morning and evening peak periods, especially since 64% of the workers on Hilton Head Island commute from the mainland. Mr. Leight also discussed potential bottlenecks that should be addressed at Gumtree Road and Sea Pines Circle. Mr. Leight recommended that the intersection of Gumtree Road and US 278 be restriped with three eastbound through lanes in conjunction with the proposed US 278 widening. Mr. Leight suggested that the County look at the intersection with US 278 to add capacity while still keeping the gateway features of the intersection, which help with slowing traffic accessing the area. Additionally, Mr. Leight explained that the proposed six lanes will start to hit capacity again in 2045. He provided recommendations for travel demand management to extend the benefit of this project, including bicycle and pedestrian infrastructure like a multi-use path on the expanded bridge and recommendations to improve Palmetto Breeze ridership.

Council Member Howard asked if HOV lanes were considered. Mr. Leight explained that he did not think managed lanes were necessary because the bridge expansion to six lanes would be to address basic capacity needs.

Council Member McElynn commented on his appreciation of the suggestions for addressing downstream congestion and noted that the additional side projects like Sea Pines Circle are part of the challenge.

Council Member Brown and Mr. Leight commuter lots and Palmetto Breeze ridership for drivers from Hardeeville and Jasper County.

Council Member Globber asked how many commuter parking lots would be needed. Mr. Leight replied that there would need to be a subsequent study or larger transit plan to map that out.

Chairman Cunningham asked if the study considered the eventual plateau of growth, as eventually, there would be a cap on the population, the number of jobs that can be filled, and the number of houses that can be built. Mr. Leight replied that travel demand management provides options, but that land use planning and policy were outside the scope of CBB's study.

8. DISCUSSION REGARDING SALES TAX COMMITTEE APPOINTMENTS

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=3360>

ACA Fralix briefed the Committee on the Sales Tax Committee's membership, with the Town of Hilton Head being the only municipality able to meet the statute threshold for a municipal appointee. ACA Fralix noted that the Town of Hilton Head appointee then appointed a representative from the Town of Bluffton and the Town of Port Royal and the City of Beaufort combined. ACA Fralix added that the County appoints three representatives to finalize the six-member Sales Tax Committee.

Motion: It was moved by Council Member Passiment, seconded by Council Member Glover, to recommend the appointment of UnTron Solomon from St Helena Island (District 3), Carol Ruff from Lady's Island (District 2), and Tom Lennox from Hilton Head Island (District 11) to the Tax Advisory Committee in accordance with South Carolina Code Section 4-10-320 and forward to County Council this evening for approval.

Discussion: Council Member Dawson asked for clarification about the two municipal appointees.

ACA Fralix commented that the two municipal appointees have already been chosen. ACA Fralix also said that the County reached out to the potential nominees and received confirmation that all would serve if approved.

The Vote – The motion was approved without objection.

9. RECOMMEND APPROVAL OF A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA) WITH THE DEPARTMENT OF DEFENSE TO SUPPORT OPERATIONS AT THE MARINE CORPS RECRUIT DEPOT PARRIS ISLAND (MCRD PARRIS ISLAND), THE MARINE CORPS AIR STATION (MCAS) AND THE NAVAL HOSPITAL BY PROVIDING GENERAL GOVERNMENTAL SERVICES (*FISCAL IMPACT: In each and every task order, the County would quote a fee that covers all time and material costs to perform the identified work*)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=3668>

ACA Fralix explained how the Intergovernmental Support Agreement would allow Beaufort County to act like a contractor and provide general governmental services, such as custodial services and grounds maintenance operations, to military bases.

Council Member Howard noted that this would be beneficial to the military and save money using local assets.

Council Member Glover commented that the County is understaffed and asked if providing services to the military bases would place hardships on County staff. ACA Fralix clarified that if the County does not have the necessary workforce for a request, then the County would not assist.

Motion: It was moved by Council Member Howard, seconded by Committee Vice-Chairman Bartholomew, to recommend approval of a resolution to enter into an Intergovernmental Support Agreement (IGSA) with the Department of Defense to support operations at the Marine Corps Recruit Depot Parris Island (MCRD Parris Island), the Marine Corps Air Station (MCAS), and the Naval Hospital by providing general governmental services.

The Vote – The motion was approved without objection.

10. **RECOMMEND APPROVAL OF A RESOLUTION FOR AN ADDENDUM TO A 2020 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TOWN OF HILTON HEAD FOR THE ST. JAMES BAPTIST CHURCH RELOCATION PROJECT (FISCAL IMPACT: *As part of the original MOU, both the Town and County deposited \$150,000 each, totaling \$300,000, into an account to share in the costs to prepare all of the preliminary documentation and studies necessary to secure FAA grant funding for the relocation of the Church and School. To date, there are still sufficient funds in the account for the expected expenses, and no additional funding is required by this Addendum*)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=4008>

ACA Fralix commented on the reaffirmation of the 2020 Memorandum of Understanding and how the new addendum would bring St. James Baptist Church into the discussion. ACA Fralix highlighted that a consultant would be identified to assist the Church, the Town of Hilton Head, and the County with planning for a new church building. The consultant would also help create cost estimates for a formal request to the FAA since ACA Fralix received confirmation from the FAA that the project was eligible for reimbursement. ACA Fralix also noted that both the Town of Hilton Head and St. James Baptist Church have signed the addendum as drafted.

Motion: It was moved by Council Member Reitz, seconded by Council Member McElynn, to recommend approval of a resolution for an addendum to a 2020 Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church Relocation Project.

Discussion: Council Member Dawson asked for an update on the cost and construction of the new church.

ACA Fralix clarified that the existing church would become County property, and a new church would be built. ACA Fralix added that the FAA would only approve a similar structure and that the consultant would develop the cost estimate.

The Vote – The motion was approved without objection.

11. **RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON DIANAH'S DRIVE**

Motion: It was moved by Council Member Tabernik, seconded by Council Member Howard, to recommend approval of an ordinance authorizing the Interim County Administrator to execute any and all documents necessary to accept right of way on Dianah's Drive.

The Vote – The motion was approved without objection.

12. **RECOMMEND APPROVAL OF CONTRACT AWARD TO FIRST CONSTRUCTION MANAGEMENT FOR IFB #082423E SPANISH MOSS TRAIL PORT ROYAL EXTENSION (FISCAL IMPACT: *\$977,253.24 with funding for this project will be Rail Trail account # 48060011-54435 with a balance of \$\$670,437.00 and TAG account # 2342001T-54500 with a balance of \$5,643,326.00*)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=4505>

Engineering Director Claussen discussed the Spanish Moss Trail 1600 feet extension in the Town of Port Royal and the plan to implement a HAWK (High-Intensity Activated Crosswalk) signal for the pedestrian crossings. Director Claussen explained that there were three bids for the project and that First Construction Management was chosen since it had the lowest acceptable bid.

Motion: It was moved by Council Member Howard, seconded by Council Member Tabernik, to recommend approval of contract award to First Construction Management for IFB #082423E Spanish Moss Trail Port Royal Extension.

The Vote – The motion was approved without objection.

13. **RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM ADMINISTRATOR TO ENTER INTO A MOA BETWEEN BEAUFORT COUNTY AND THE CITY OF BEAUFORT TO EXPLORE THE FEASIBILITY OF CO-LOCATING MUNICIPAL FIRE SERVICE AND COUNTY EMS (FISCAL IMPACT: Funds in the amount of \$25,000+/- are allocated to the building of a new EMS station in the CIP budget Account #10401230-54420. The fund balance is \$1.5 Million)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=4663>

Director Amundson discussed the co-location of a new EMS center, including logistics and command. Director Amundson noted that \$1.5 million is budgeted and that the MOA acts as a first step to ensure the co-location is physically, financially, and operationally feasible. Director Amundson added that the City of Beaufort had already signed the MOA.

Motion: It was moved by Committee Vice-Chairman Bartholomew, seconded by Council Member Tabernik, to recommend approval of a resolution authorizing the Interim Administrator to enter into a MOA between Beaufort County and the City of Beaufort to explore the feasibility of co-locating municipal fire service and County EMS.

The Vote – The motion was approved without objection.

14. **RECOMMEND APPROVAL OF CONTRACT AWARD TO BEAUFORT CONSTRUCTION OF SC, LLC FOR IFB #052523 PORT ROYAL PUBLIC LIBRARY CONSTRUCTION SERVICES (FISCAL IMPACT: \$480,000.00 from funding source 26030011-54420 - Library Impact Fees. Current account balance is \$606,400)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=4771>

Capital Projects Director Larson discussed the award of a construction contract to Beaufort Construction of SC, LLC for interior renovations of a 3,200 square feet part of an existing building for the Port Royal Public Library. Director Larson noted that the \$480,000 in requested funds includes contingency because remodels usually have complications and would come from the library impact fees. Director Larson also assured the Committee that despite only one bid, it was thoroughly reviewed to ensure a reasonable price.

Motion: It was moved by Council Member Howard, seconded by Committee Vice-Chairman Bartholomew, to recommend approval of contract award to Beaufort Construction of SC, LLC for IFB #052523 Port Royal Library Construction Services.

Committee Chairman Cunningham confirmed the project's funds would come from the library impact fees.

Council Member Dawson asked for an update on the Burton Wells library. ACA Atkinson commented that the Federal Government donated the Burton Wells property and that deed restrictions say the property must be used for recreation only. ACA Atkinson explained that while libraries have recreational elements,

they do not count as recreation under the deed restrictions. Therefore, a physical library could not be built on the Burton Wells property. ACA Atkinson also explained that the \$690,000 in available funds was insufficient to purchase property and build the library. ACA Atkinson added that the County is still looking for additional funding opportunities and a library site in the Burton Wells area.

Council Member Tabernik asked why the County only received one bid for the project. Director Larson replied that the County broadly advertised the project, but there is a supply and demand issue for construction services.

The Vote – The motion was approved without objection.

15. RECOMMEND APPROVAL FOR THE INTERIM ADMINISTRATOR TO EXECUTE A CONTRACT CHANGE ORDER FOR RENOVATION AND EXPANSION OF THE BLUFFTON TOWNSHIP FIRE DISTRICT EMS/FIRE STATION #34 ON WILLIAM POPE AVE WHICH SERVES SUN CITY (FISCAL IMPACT: \$101,793.00 CIP FUND)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=5190>

Capital Projects Director Larson discussed the three previous change orders associated with this project, which equaled \$20,000 in total. Director Larson noted that this change order includes a series of items, including higher ceilings, replacement of the existing roof, exterior painting, additional site improvements such as extra sidewalks, and more. Director Larson also highlighted that the planned completion date for this project is January 18, 2024.

Motion: It was moved by Council Member Passiment, seconded by Council Member Tabernik, to recommend approval for the Interim County Administrator to execute a contract change order for renovation and expansion of the Bluffton Township Fire District EMS/Fire Station #34 on William Pope Ave which serves Sun City.

The Vote – The motion was approved without objection.

16. RECOMMEND APPROVAL TO PURCHASE A 2023 PETERBILT 547 VACUUM TRUCK (FISCAL IMPACT: a quote was provided from AQUP from Sourcewell in the amount of \$570,000 to come from the Stormwater account with a balance of \$644,000)

Motion: It was moved by Council Member Howard, seconded by Council Member Passiment, to recommend approval to purchase a 2023 Peterbilt 547 Vacuum Truck.

The Vote – The motion was approved without objection.

17. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 30 HUNTER ROAD WITH EDISON FOARD, INC. (FISCAL IMPACT: Hilton Head Island Airport will receive income generated through lease revenue --Tenant shall pay \$1,390.00 for office space (814 square feet x \$20.50/12) and \$1,698 for warehouse space (1,406 square feet x \$14.50/12) in monthly base rental payments for premises located at 30 Hunter Rd. These lease rates are in accordance with current Beaufort County lease policies)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=5577>

Airports Director Rembold noted that Edison Foard was awarded the contract for the first phase of terminal improvements at the Hilton Head Island Airport. Director Rembold also explained that the building on Hunter Road was purchased a few years ago and would be the perfect place to house the contractor since it has administrative space and a secure warehouse.

Motion: It was moved by Council Member Reitz, seconded by Council Member McElynn, to recommend approval of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 30 Hunter Road with Edison Foard, Inc.

The Vote – The motion was approved without objection.

18. **RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH HIGH TIDE AVIATION SCENIC TOURS (*FISCAL IMPACT: Beaufort Executive Airport will receive income generated through fuel sales, the airport's standard 3% operating agreement, and lease revenue -- Tenant shall pay \$231.00 (140 square feet x \$19.80/12) in monthly base rental payments for premises located at the Beaufort Executive Airport terminal. These lease rates are in accordance with current Beaufort County lease policies*)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/272356?ts=5639>

Airports Director Rembold explained High Tide Aviation Scenic Tour's interest in conducting aerial tours out of the Beaufort Executive Airport. Director Rembold noted that there is renovated space inside the airport, allowing for a small office for the company. Director Rembold also noted that this would serve as a revenue generator for the airport.

Motion: It was moved by Committee Vice-Chairman Bartholomew, seconded by Council Member Howard, to recommend approval of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with High Tide Aviation Scenic Tours.

The Vote – The motion was approved without objection.

19. **ADJOURNMENT**

Adjourned: 4:35 p.m.

Ratified:



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, October 23, 2023
4:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/277199>

1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 4:00 p.m.

PRESENT

Chairman Logan Cunningham
Council Member Paula Brown
Council Member Anna Maria Tabernik
Ex-Officio Joseph F. Passiment
Council Member Gerald Dawson (arrived late)
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson (arrived late)
Council Member Thomas Reitz

ABSENT

Vice-Chairman David P. Bartholomew
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance.

3. FOIA

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

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Tabernik, seconded by Council Member Brown, to approve the agenda.

Motion to Amend: It was moved by Council Member Tabernik, seconded by Council Member Howard, to move item 8 to the November meeting to give sufficient time for Sheriff Tanner, Airports Director Rembold, and Interim County Administrator Robinson to meet and provide Council with more information.

The Vote – The motion to amend was approved without objection.

Main Motion: It was moved by Council Member Tabernik, seconded by Council Member Howard, to approve the agenda as amended.

The Vote – The main motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, seconded by Council Member Tabernik, to approve the minutes of August 28, 2023, with the correction of a misspelled name.

The Vote – The motion was approved without objection.

6. CITIZEN COMMENT PERIOD

Please watch the video stream available on the County's website to view the full comment.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=192>

1. David Nelems
2. Leslie Flory

7. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR

Please watch the video stream available on the County's website to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=506>

Assistant County Administrator Fralix provided an update on the following items:

1. The regional meeting between Beaufort County, Jasper County, the Town of Hardeeville, and representatives from the Lowcountry Area Transportation Study and SCDOT to discuss road improvement plans.
2. The November 9th public meeting for comments on the preliminary design for Burnt Church Road improvements.
3. The presentation of the Reimagine Ribaut Road master plan at an October 24th City of Beaufort meeting to allow for stakeholder comments before the master plan is finalized and adopted. County staff will also present the master plan to the Town of Port Royal in November.
4. The planned improvements to Alljoy Boat Landing and inspection of the Whitehall Fishing Pier. The finalization of the Intergovernmental Support Agreement with the Marine Corps base on Parris Island to install riprap.

8. UPDATE ON LAW ENFORCEMENT OFFICER (LEO) SERVICES AT THE HILTON HEAD ISLAND AIRPORT

The item was moved to the Public Facilities and Safety Committee meeting on November 27, 2023.

9. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH BEAUFORT FLIGHT TRAINING (*FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$437.25 (265 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$5247.00. These lease rates are in accordance with current Beaufort County lease policies*)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=894>

Motion: It was moved by Council Member Tabernik, seconded by Council Member Brown, to recommend approval of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with Beaufort Flight Training.

Discussion: Deputy Airports Director Parry explained how office spaces are available to rent at Beaufort Executive Airport and that Beaufort Flight Training and Mr. Tim Verroi requested to lease the office spaces.

The Vote – The motion was approved without objection.

10. **RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH TIM VERROI (FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$145.20 (88 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$1742.40. These lease rates are in accordance with current Beaufort County lease policies)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=969>

Motion: It was moved by Council Member Tabernik, seconded by Council Member Brown, to recommend approval of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with Tim Verroi.

Discussion: Council Member Tabernik commented on the lease agreement's inclusion of information on the responsibility of the tenant and insurance requirements.

The Vote – The motion was approved without objection.

11. **RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT THE RECOMMENDATIONS FROM THE US 278 CORRIDOR PROJECT JOINT INDEPENDENT REVIEW PERFORMED BY CBB AND AUTHORIZATION FOR THE INTERIM COUNTY ADMINISTRATOR TO SEND CORRESPONDENCE TO TOWN OF HILTON HEAD REQUESTING THEIR MUNICIPAL CONSENT FOR THE PROJECT (FISCAL IMPACT: N/A)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=1042>

Motion: It was moved by Council Member Glover, seconded by Council Member Howard, to recommend approval of a resolution to accept the recommendations from the US 278 Corridor Project Joint Independent Review performed by CBB and authorization for the Interim County Administrator to send correspondence to Town of Hilton Head requesting their municipal consent for the project.

Discussion: Council Member Reitz asked when County staff would request the municipal consent and noted that the Town of Hilton Head's independent study is not due until May or June 2024.

Committee Chairman Cunningham commented on time constraints and the need to move the project forward.

ACA Fralix explained that municipal consent is required before right of way acquisition and the interest in being granted municipal consent to de-risk the project.

Council Member Tabernik voiced her support for moving the project forward and accepting the recommendation.

Council Member Glover and ACA Fralix discussed the County's financial commitments and the additional costs placed on the County when there is a time delay or the cost of doing business increases. ACA Fralix added that the County and the Town of Hilton Head created an MOU in 2022 to advance the project.

Council Member Howard raised concerns about delays jeopardizing funding availability and supported the recommendation.

The Vote - Voting Yea: Committee Chairman Cunningham, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Passiment, and Council Member Tabernik. Voting Nay: Council Member Reitz. The motion passed by 8:1.

12. RECOMMEND APPROVAL OF A CONTRACT AWARD TO R.L. MORRISON & SONS, INC. FOR ALLJOY BOAT LANDING REPAIRS (FISCAL IMPACT: \$534,730.00 The project cost is funded by a Hospitality Tax Grant #20020021-54124 in the amount of \$534,730.00. The ATAX funding source has a balance of \$1,092,017.00)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=1792>

Public Works Director Desai provided an overview of the dock's deterioration, the planned construction work, the funding through accommodation and hospitality taxes, and the 6-month construction timeline. Director Desai added that R.L. Morrison had carried out several projects within the County, including projects related to marine facilities.

Council Member Lawson and Director Desai discussed the timeline and steps to be taken once the contract is approved.

Motion: It was moved by Council Member Lawson, seconded by Council Member Tabernik, to recommend approval of a contract award to R.L. Morrison & Sons, Inc. for Alljoy Boat Landing repairs.

Discussion: Committee Chairman Cunningham and Director Desai discussed how the construction services would address the floating component of the dock and the additional funding available to address the parking lot.

The Vote – The motion was approved without objection.

13. RECOMMEND APPROVAL OF CONTRACT AWARD TO O'QUINN MARINE CONSTRUCTION FOR RFP #090723 WHITEHALL PHASE 2 DESIGN-BUILD CONSTRUCTION SERVICES (FISCAL IMPACT: \$250,000. Funding to come from the Passive Park Budget account #45020011-54417. Current account balance is \$937,336.60)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/277199?ts=2115>

Motion: It was moved by Council Member Glover, seconded by Council Member Howard, to recommend approval of contract award to O'Quinn Marine Construction for RFP #090723 Whitehall Phase 2 Design-Build Construction Services.

Discussion: Capital Projects Director Larson provided an overview of Whitehall Phase 1 and 2, with Phase 2 including a fishing pier and kayak launch, bulkhead repair and stabilization, and removal of asphalt and gravel from previous developments to replant grass. Director Larson also explained that the contractor puts the design drawings together in a design-build package.

Council Member Tabernik and Director Larson discussed how the project received one bid and the specialty needed to build the dock.

Council Member Glover asked about the transport of kayaks and canoes from the parking lot to the dock. Passive Parks Director Stefanie Nagid explained that the kayak dock would be for people entering the park from the water as there is also a kayak launch at the Factory Creek pier.

The Vote – The motion was approved without objection.

- 14. RECOMMEND APPROVAL OF CONTRACT AWARD TO TERRA EXCAVATING, INC. FOR IFB #101223 SOUTHSIDE PARK PICKLE BALL COURTS CONSTRUCTION SERVICES (FISCAL IMPACT: \$570,024.00 to come from the Parks and Recreation Capital Fund account #10401600-54436 with an account balance of \$4,551,060.13)**

Motion: It was moved by Council Member Howard, seconded by Council Member Glover, to recommend approval to contract award to Terra Excavating, Inc. for IFB #101223 Southside Park Pickle Ball Courts Construction Services.

The Vote – The motion was approved without objection.

- 15. ADJOURNMENT**

Adjourned 4:43 p.m.

Ratified:



Update to Council

November 27, 2023
Beaufort, SC

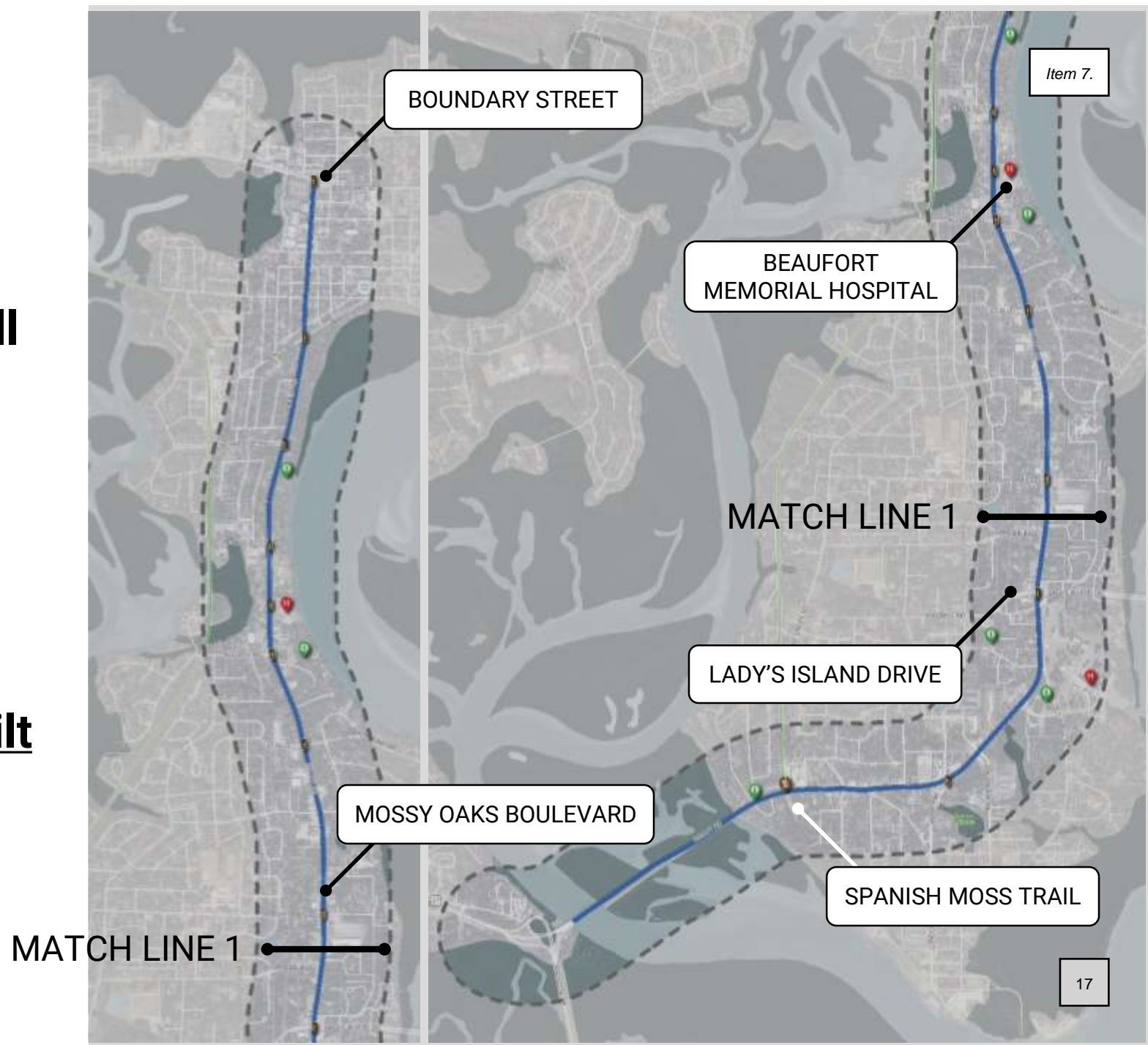


Ribaut Road

Boundary Street to the Russell Bell Bridge

- ~5.5 miles
- Beaufort, Port Royal, and Beaufort County

How do we create a street built for everybody?



Outreach: Jurisdictional Involvement

- Beaufort County, Town of Port Royal and City of Beaufort
- **Six** advisory committee meetings
- **Biweekly** coordination calls
- Focus Groups



Online Engagement

**Total
1171
Responses!**



**General
Survey**



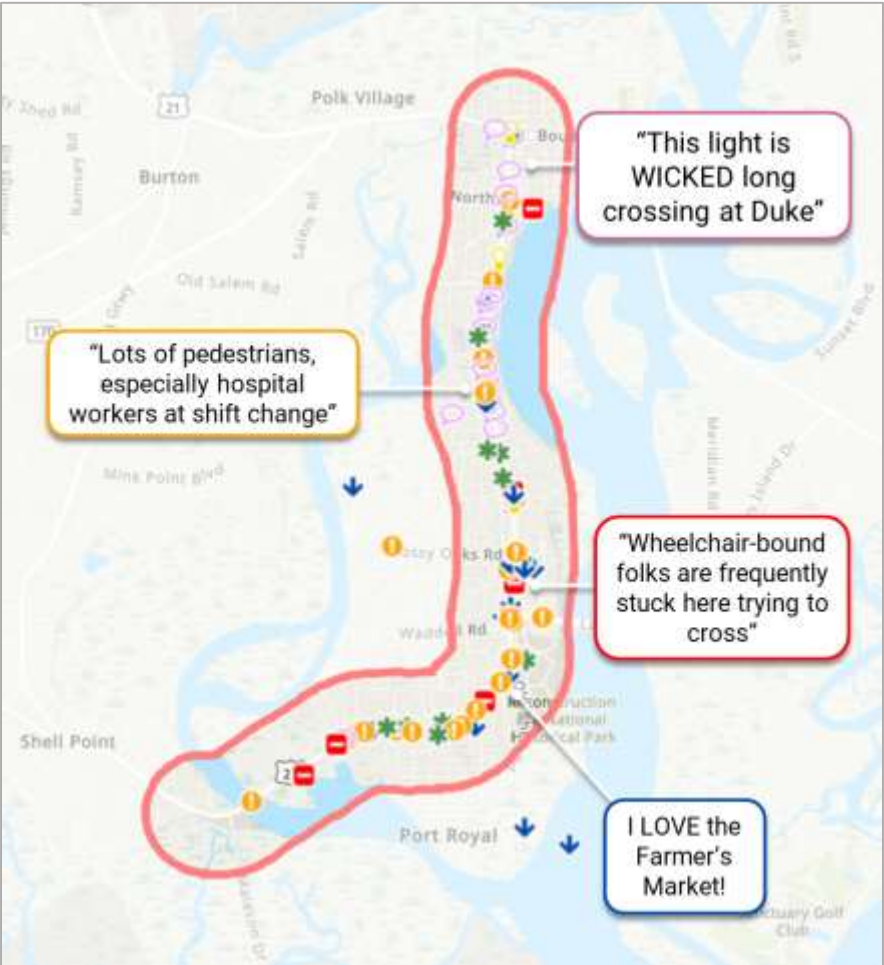
**Business
Survey**



**Visual
Preference
Survey**



**Total Map
Comments**



Outreach: In-Person Meetings

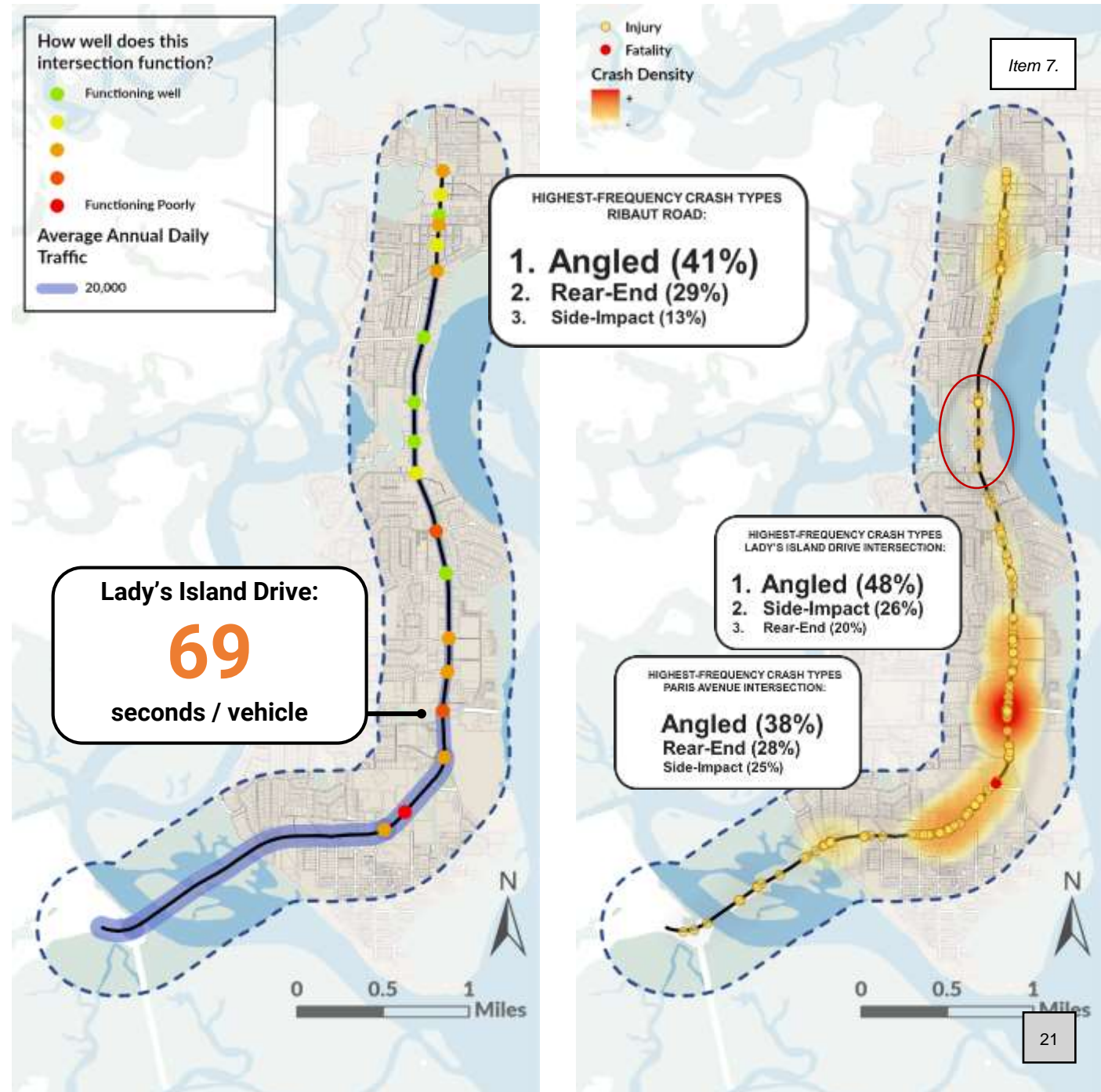
Three major public events:

- **Symposium:**
April 2023, 80+ attendees
- **3-Day Design Workshop:**
June 27th-29th 2023, 77 attendees
- **Open House:**
September 2023, 83 attendees



Vehicle Conditions

- North of Lady's Island: **55%** of all crashes angled / sideswipe
- Traffic *volumes/trends*:
 - **North** of Lady's Island Drive: **DECREASING.**
 - **South** of Lady's Island Drive: **GROWING.**



Vehicle Conditions – *Speeding!*

Wide roadway +
decreasing traffic volumes =
SPEEDING PROBLEMS.

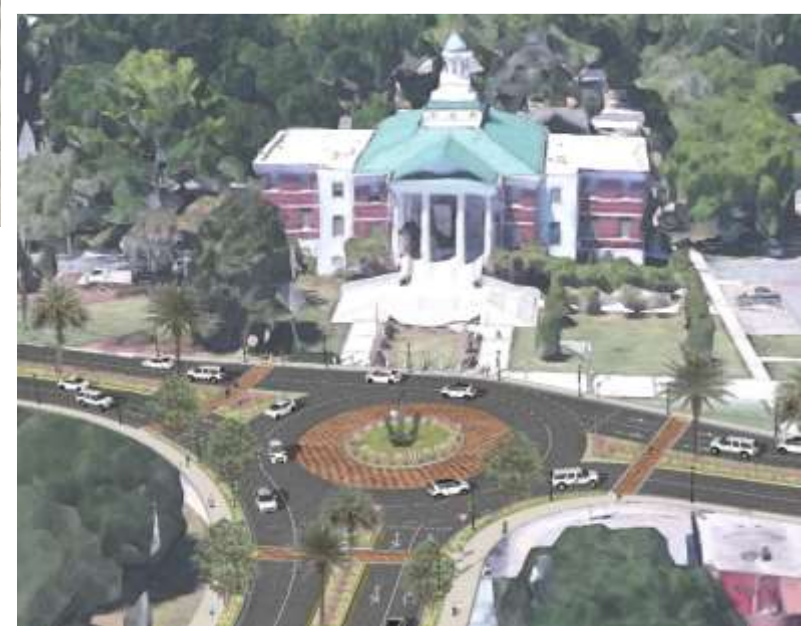
That radar trailer in front of the
house reads ***46 miles per hour!***



Biking & Walking Conditions



Boundary Street: Two options



- Two-lane roundabout
- Traditional intersection

Boundary to Depot Street



Depot Street to Reynolds Street



Depot Street to Reynolds Street



Ribaut Road @ Hermitage Street

Propos 27

Reynolds Street to Allison Road

Beaufort Memorial Hospital Concessions:

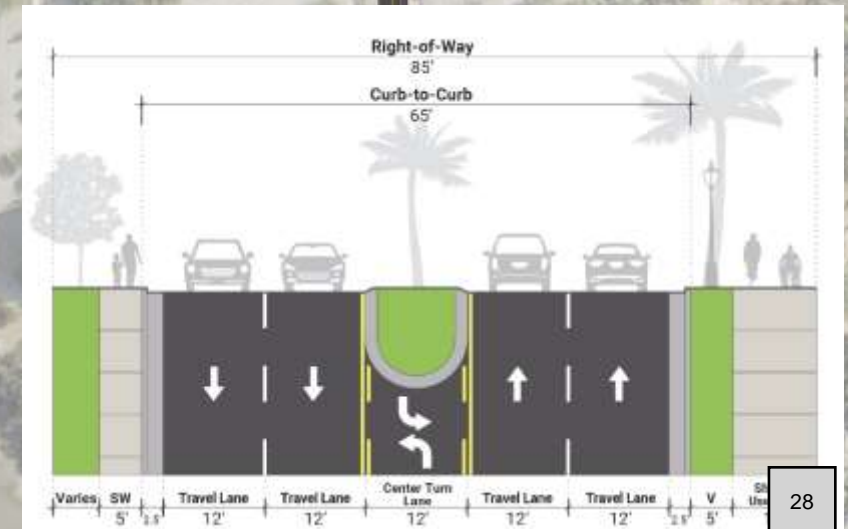
Item 7.

- Wide lanes
- Exclusive NB right turn lane
- Limited median
- Roll curb
- Traffic calming

Roundabout: designed to accommodate freight movement

Median splitter can be reduced in eng. design

*NEW NB approach:
Exclusive right-turn



Allison Road to Mossy Oaks Road



Reynolds Street to Mossy Oaks Road

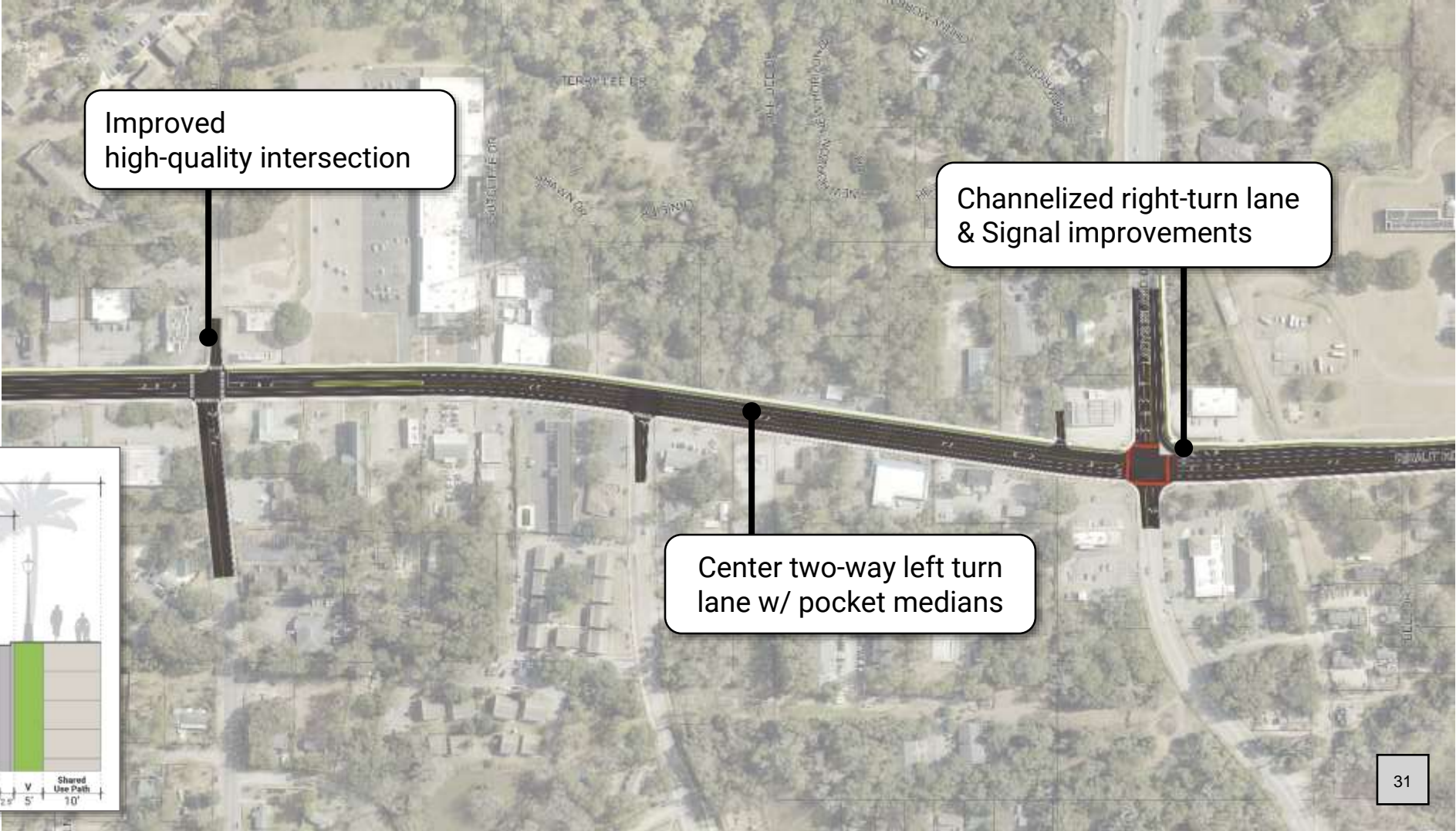


Item 7.

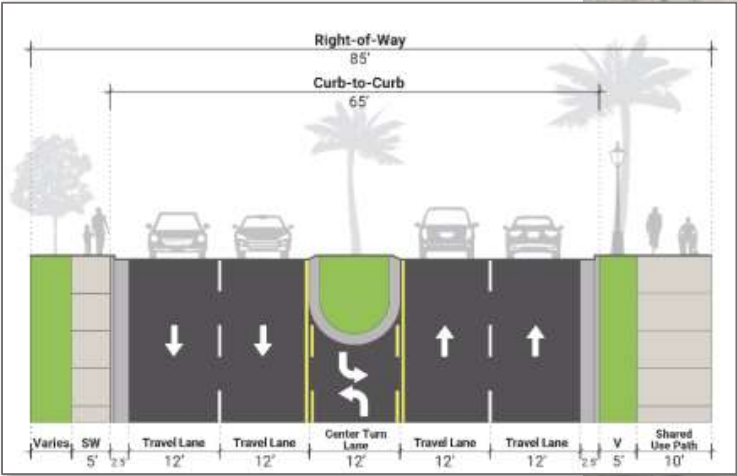


Ribaut Road @ Mossy Oaks Road
Propos 30

Mossy Oaks Boulevard to Lady's Island Drive



Proposed cross-section



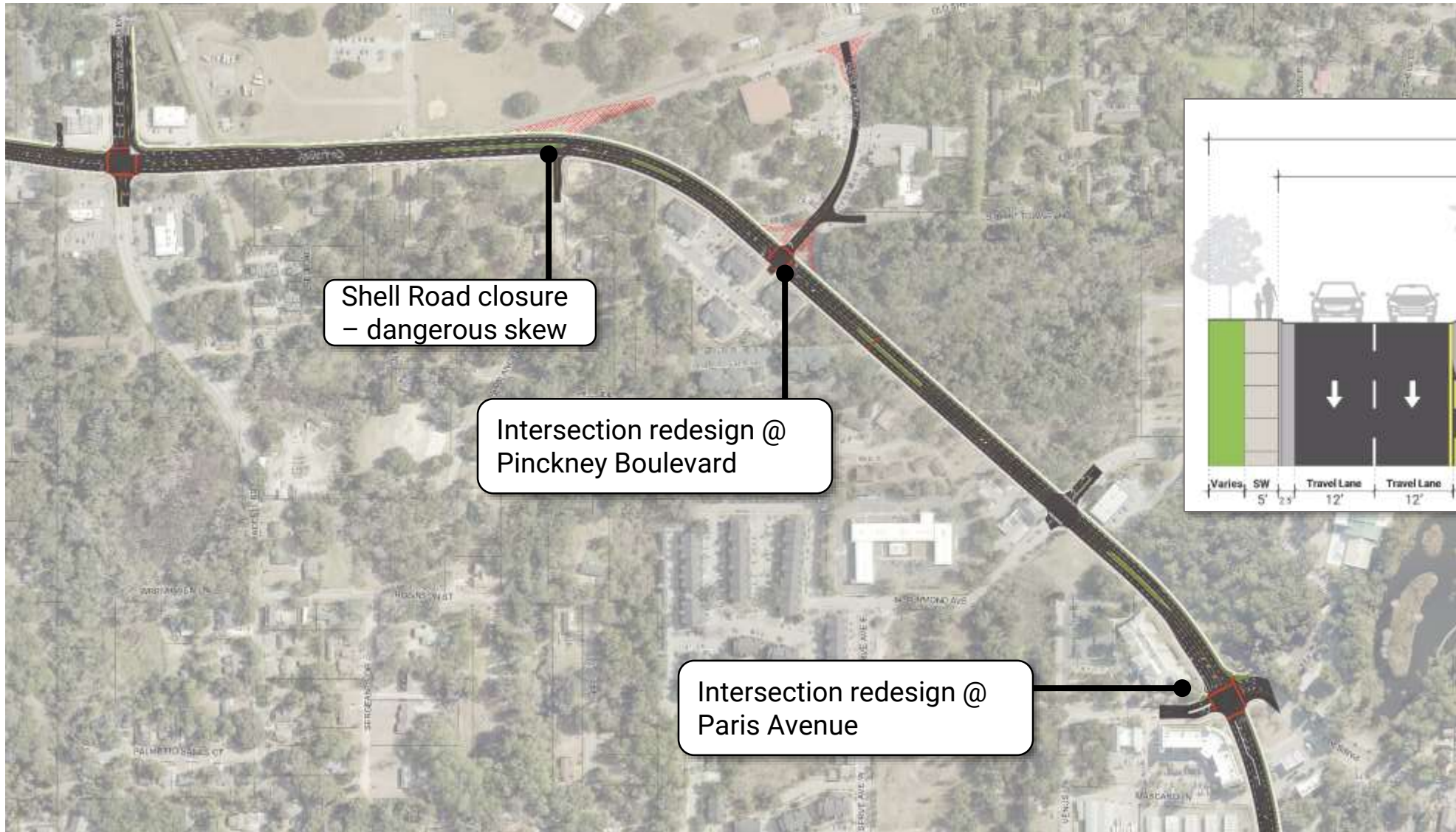
Ribaut Road: south of Mossy Oaks Road

Item 7.

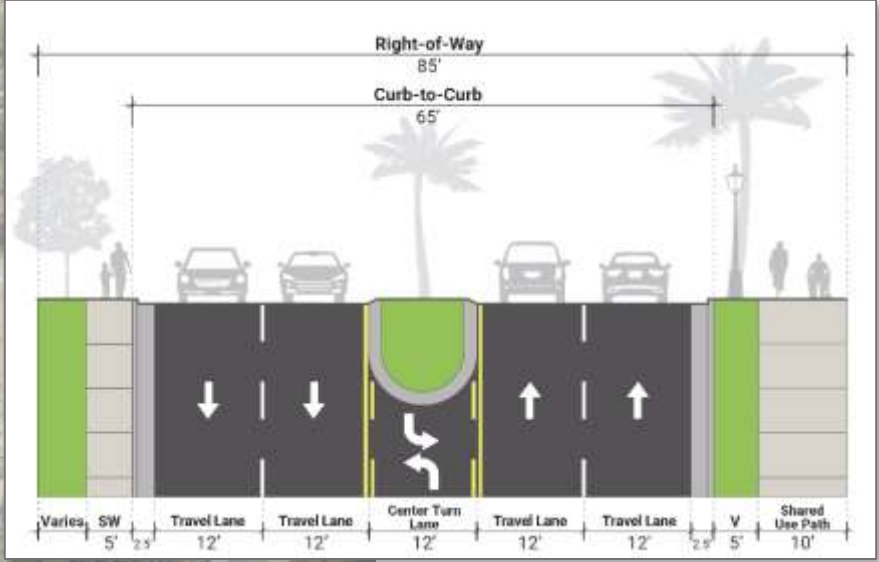


Ribaut Road @ Mossy Oaks Road
Propose

Lady's Island Drive to Paris Avenue



Proposed cross-section

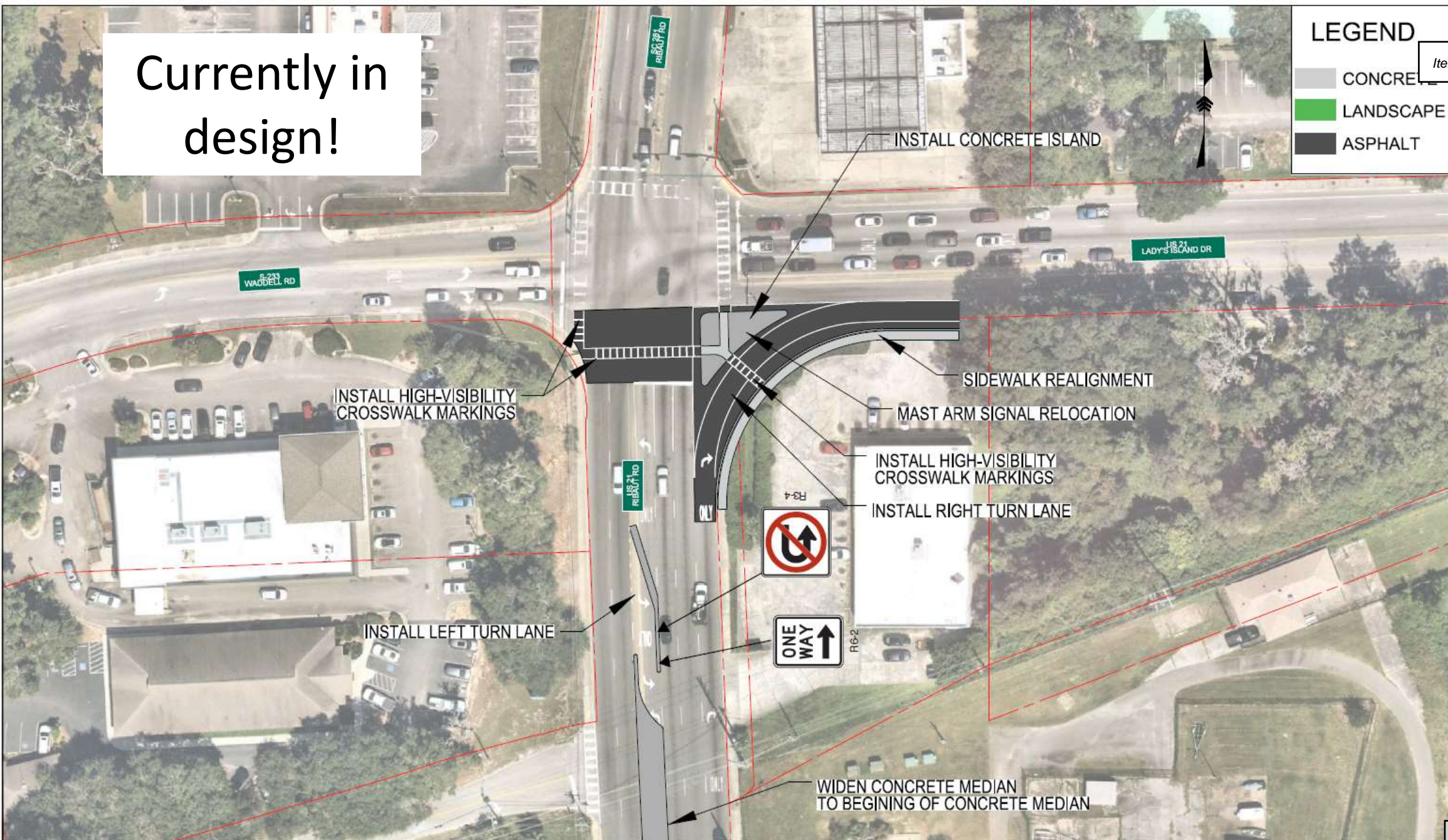


Currently in design!

LEGEND

- CONCRETE
- LANDSCAPE
- ASPHALT

Item 7.



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

Pinckney Boulevard



Item 7.



Ribaut Road @ Pinckney Boulevard
Proposed

Paris Avenue

- Incorporates recommendations from current Paris Avenue Master Plan
- Eliminates free-flow right turn / “slip” lane onto Ribaut Road



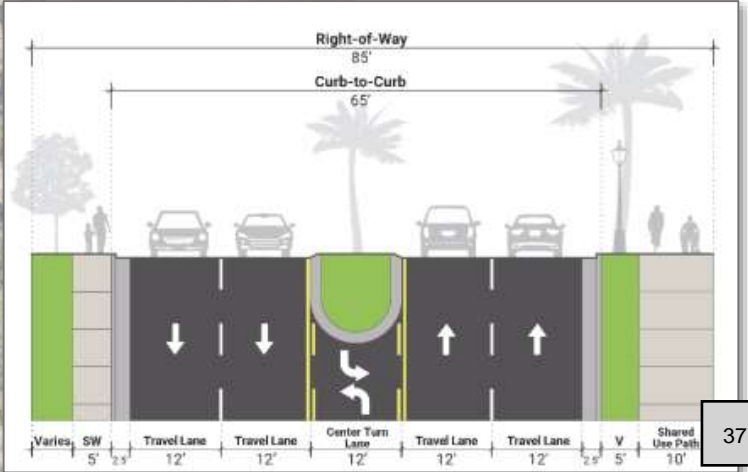
Paris Avenue to Russell Bell Bridge



Spanish Moss Trail crossing
(under construction!)

New traffic-calming gateway to Port Royal

Proposed cross-section



Spanish Moss Trail (HAWK Signal)



Item 7.



Ribaut Road @ Spanish Moss Trail
Proposed

Port Royal Gateway



Ribaut Road @ Russell Bell Bridge
Proposed

Costs to construct

Cost* to Bury Utilities <i>*Planning-level estimates</i>	
Section	Cost
Section 1 (incl. 1.A + 1.B) Boundary Street to Reynolds Street	\$4,725,000
Section 2 (incl. 2.A) Reynolds Street to Lady's Island Drive	\$6,475,000
Section 3 Lady's Island Drive to Russell Bell Bridge	\$5,750,000

TOTAL: \$16,950,000

Sections + Cost* to Construct <i>*Planning-level estimates</i>	
Section	Cost
Section 1 Boundary Street to Reynolds Street	\$14,325,000
Section 1.A Boundary Street Roundabout	\$2,950,000
Section 1.B Depot Street / Bay Street Roundabout	\$2,000,000
Section 2 Reynolds Street to Lady's Island Drive	\$11,950,000
Section 2.A Reynolds Street Roundabout	\$2,000,000
Section 3 Lady's Island Drive to Russell Bell Bridge	\$11,575,000

TOTAL: \$44,800,000



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to Award Infrastructure Consulting and Engineering the design contract for Midtown Drive Connector Road (\$188,370)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – November 27, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – Assistant County Administrator, Infrastructure <i>(5 mins)</i>
ITEM BACKGROUND:
In 2017, Andrews Engineering along with Ridgeway Traffic Consulting analyzed a connector road from Midtown Drive to Broad River Drive to help alleviate traffic and congestion along the roadway once Lowcountry Montessori School was operational. Three alternatives were identified but due to a lack of funding, the project was placed on hold.
PROJECT / ITEM NARRATIVE:
Infrastructure Consulting and Engineering is one of the firms awarded the Beaufort County Transportation Engineering Consultants On-Call RFQ#051922E and were asked to provide a scope and fee for the design of the connector road.
FISCAL IMPACT:
The contract fee is \$163,800. Staff recommends a 15% contingency of \$24,570, bringing the project budget to \$188,370. The funding for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance – account 1040-20-1243-54500 with a balance of \$232,640.21.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of award to Infrastructure Consulting and Engineering the design contract for Midtown Drive Connector Road.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award to Infrastructure Consulting and Engineering the design contract for Midtown Drive Connector Road. <i>Next Step: Move forward with contracting with Infrastructure Consulting and Engineering as the award amount does not require County Council approval.</i>

Beaufort County
SCOPE OF SERVICES
Midtown Drive Connector Road

Project Overview

Beaufort County (**COUNTY**) has requested Infrastructure Consulting & Engineering, PLLC (**CONSULTANT**) to provide a scope of services and budget for the design and plans of a new roadway connecting the existing Midtown Drive to US 21 (Parris Island Gateway) in Beaufort, SC. The preferred location of the new road will be coordinated with the COUNTY prior to starting design but the anticipated location of the new roadway will be from the cul-de-sac of Midtown Drive to Broad River Drive. The road would run between Shell Point Apartments and Athur S. Jenkins Medical Plaza then along the existing drainage pond and ultimately connecting to Broad River Drive with a new T intersection at the existing Shell Point park entrance.

The scope of work will include all work associated with development of final roadway construction plans.

The Engineer will conform to the latest edition of the following design standards for any County road that ties into a SCDOT maintained road:

1. The SCDOT's Standard Specifications for Highway Construction;
2. The SCDOT's Road Design Reference Material for Consultant Prepared Plans;
3. The SCDOT's Standard Drawings for Road Construction;
4. The SCDOT's Engineering Directive Memoranda and Instructional Bulletins;
5. Standard Provisions of the SCDOT;
6. QA/QC Roadway Design Checklists;
7. The SCDOT's Highway Design Manual, latest edition as of the date of the contract;
and
8. AASHTO "Green Book", and other applicable AASHTO standards

The Engineer will conform to County design standards for all County owned roads.

TASK 1. FIELD SURVEYS

Field surveys will be performed to determine accurate elevations and locations of existing facilities, e.g., roadways, bridges, culverts, utilities, and any other physical feature needed for design and to provide ground controls for all design surveys. Surveys along the entire project will include the items listed below:

- 1.1 All surveys will be based on S.C. State Plane Coordinate System using NAD-83 and elevations on NGVD 1988 datum.
- 1.2 Survey Control Points shall be distributed throughout the project at 300-foot intervals. Survey control points shall be inter-visible from two other survey control points. A minimum of 4 survey control points shall be established along the survey corridor and shall be established outside the physical limits of disturbance.
- 1.3 Survey existing topography along the anticipated alignment approximately 70' wide from the Midtown Drive Cul-de-sac to the existing Shell Point Entrance along Broad River Drive. Survey the existing Midtown Drive Cul-de-sac approximately 200' from the end and Survey the existing Broad River Drive 400' in each direction from the Shell Point Park entrance.
- 1.4 Cross-sections will be taken at 50' intervals along the proposed alignment and along the existing roadways.
- 1.5 Locate all planimetric features such as edge of pavement, structures, utilities, residential trees, residential shrubs, tree lines, streams, fences, driveways, and mailboxes from the centerline to 35' left, 35' right. Locate all trees over twenty-four (24) inches in diameter.

Surveyor shall contact PUPS 811 design location service to mark all utility lines. The surveyor will be provided with existing utility and right of way plans prior to beginning survey work if available. Surveyor shall locate and marked existing utilities and utility ROW based on plans, if provided.
- 1.6 Locate all drainage and sanitary sewer structures from the centerline to 35' left and 35' right. Locate the system upstream, whether a ditch or pipe. All pipes shall be located, elevations, types, and size shall be provided.
- 1.7 Horizontally and vertically locate all potential outfall drainage ditches and streams. At all outfalls obtain cross-sections 100 feet upstream and/or 100 feet downstream using a 40' corridor (20' on either side of the ditch centerline).
- 1.8 Public records research of all properties (approximately 5 tracts) that may be impacted by the construction of the proposed project will be conducted. Where available in the public record, the current owner's name, address, tax map number, total area of parcel, and corresponding Plat Book with page and/or Deed Book with page Number(s) for the property owners as listed on the Tax Assessor's

records will be provided. This information will be provided to the **COUNTY** in the form of a Microsoft Excel, with one copy each of the electronic and hardcopy versions of the file. Search and survey all detectable property corners and pins of tracts that may be impacted. The location and bearings of property lines intersecting the proposed right of way will be determined by surveyed corners or by data from available records where corners cannot be found. Information used to compute property lines will be limited to data that is part of the public record. This property strip map is considered a partial survey and does not constitute a full boundary survey.

- 1.9 An electronic property strip map which will include the names of property owners and their tax map number and will be prepared in MicroStation format.
- 1.10 All proposed right-of-way will be staked at every corner and every 50'.

TASK 2. ENVIRONMENTAL SERVICES

The **CONSULTANT** will utilize existing mapping and GIS data to perform a desktop delineation of the project to determine if wetlands or streams may be present. A field investigation will be performed to determine the presence of wetlands or streams within the project study area. The findings of this investigation will be reported in a technical memorandum and made part of the project record. If wetlands are identified within the study area they will be delineated (via GPS), an assumed jurisdictional determination will be made, and the boundaries will be incorporated in the plans. Any further preparation of environmental permits and agency coordination, including a formal Request for a Jurisdictional Determination or a Section 404 permit application, will be covered under a supplemental agreement.

TASK 3. PRELIMINARY DESIGN

Roadway Design will be completed in accordance with the policies and practices of SCDOT, the Charleston County Stormwater Management Program, the SCDOT's *Design Manual*, and *Construction Standard Drawings* as well as applicable *AASHTO publications*.

Monthly timelines and project updates will be sent to the County to review the project is staying on the schedule. If the designer foresees delays for any reason the County will be notified in advance.

3.1. Base Information

The information gathered in Task 1 will be used to develop base plans upon which the proposed improvements will be shown. Plans will be developed at a 1"=20' scale unless otherwise directed.

3.2 Roadway Design

The **CONSULTANT** will develop horizontal and vertical alignments consistent with the existing topographic features and constraints such as existing easements, ROW, and utilities. The **CONSULTANT** will design/delineate edges of pavement. Alignments will be coordinated with the **COUNTY** and comments received will be incorporated into the final alignments.

3.3. Cross-Sections

Cross-Sections of the proposed improvements will be shown along with the existing ground cross-sections at 100' intervals on tangent sections and 50' in radius sections from existing roadway centerline

3.4. Preliminary Drainage Design

Preliminary studies will be performed to determine the effects of the new pavement to the existing drainage within the project area and identify off site drainage that will impact the design. Storm drainage will be checked for adequacy and improved, if necessary. Any right-of-way or easement requirements due to drainage improvements will be identified at this stage of the project.

3.5. Field Review

Once the preliminary roadway and drainage have been developed, a field review will be scheduled and the **COUNTY** and **CONSULTANT** will review the project. Comments that arise from the field review will be used to develop final roadway design plans.

3.6. Preliminary Cost Estimate

Based upon the preliminary plans, an estimate of probable construction cost will be prepared. The **CONSULTANT** does not guarantee that the actual quantities and construction cost will not vary from the estimates provided. SCDOT'S Bid Item List will be used to the fullest extent practical.

3.7. Preliminary Plan Deliverables

The **CONSULTANT** will provide plans to the **COUNTY** for review in the form of 1 PDF.

TASK 4. UTILITY COORDINATION

The **CONSULTANT** will determine the utility owners present along the project by contacting SC 811 and any known local utility owners in the area. Each utility owner will be sent a set of plans to determine if their said utility will be in conflict with the project. The **CONSULTANT** will meet all utility owners with possible conflicts on the site. It is assumed that one (1) site visit will be required for this project. If it is determined that a utility will be in conflict with the project and the road cannot be adjusted to accommodate the conflict, then the **CONSULTANT** will determine if the utility owner has prior rights. If the utility owner has prior rights it will be at the **COUNTY'S** discretion how to proceed. If the SCDOT has prior rights the **CONSULTANT** will initiate utility relocation and it will be the contractor's responsibility to coordinate the relocation during construction. All utility owners will be invited to attend the preconstruction conference.

TASK 5. FINAL DESIGN & PLANS

5.1 Final Roadway Design

The approved preliminary roadway plans will be revised per comments received from the **COUNTY** and further developed by the **CONSULTANT** to the final plan stage.

The approved preliminary plans will be further developed by the **CONSULTANT** into final roadway plans. **SCDOT's Roadway Design Manual** (March 2017), Chapter 22 "Plan Sheet Preparation" will be used as a guide. The following sheets are anticipated to be provided:

- A title sheet showing a location sketch, project, layout, index of drawings, and owner contact information
- Summary sheets showing pay item quantities and a tabulation of drainage structures and pipes.
- Typical roadway sections for the mainline and crossroads for each significant change in section. These sections will show dimensions, a pavement schedule, and the stations over which each section applies.
- Details, including applicable SCDOT standards, and additional clarifying construction details.
- A General Inclusion Sheet of clarifying or explanatory notes.
- A ROW Data Sheet showing the property owners names applicable to the project,

TMS #, existing easement, required easements, and secured easements (if necessary).

- Plan/Profile sheets at a scale of 1"=20' horizontal (unless otherwise directed), 1"=5' vertical showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, and proposed centerline, edge of pavement, curb and gutter, medians, sidewalks, driveways, slope stake lines, drainage, erosion control, right-of-way, and easements. Proposed horizontal and vertical geometry will also be shown.
- Cross sections at 100' intervals on tangent sections and 50' in radius sections at a scale of 1"=10' horizontal, 1"=5' vertical showing the existing ground line, existing pavement, proposed template, pavement depth, curb and gutter, valley gutter, and cut and fill earthwork volumes. Various line types, shades, etc.... will be used to identify critical and non-critical information.

5.2 Final Drainage Design

The drainage for the project is dictated by the project horizontal and vertical geometry. Drainage areas will be defined from the "lay of the land" as determined from available mapping or field survey. The design 10-year storm will be established for on-site and off-site runoff for parallel roadside ditches and storm drainage. Pipes will be designed for free surface flow. The location of the drainage will be shown on the final roadway plan sheets including pipe size, length, location, type and elevation. Quantities will be developed. The **CONSULTANT** will verify that all MS4 and SCDOT hydraulic requirements can be met (no detention waiver).

5.3 Erosion Control Details

Designs for minimizing erosion and off-site sedimentation during construction will be developed. The location and type of erosion control devices will be shown on the final roadway plans or on an erosion control data sheet. Standard erosion control details will be incorporated into the plans and must meet Charleston County Stormwater Division Requirements.

5.4 Permitting

The **CONSULTANT** will be responsible for the applicable permits. This includes the SCDHEC Land Disturbance permit application and the SCDOT Encroachment Permit application. Any fees associated with the SCDHEC Land Disturbance permit, or any required permits will be provided by the **COUNTY**.

5.5 Quantities, Specifications, and Estimates

- *Quantity and Computations*
Based upon the final plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the summary of quantities within the final plans.
- *Standard Specifications*
The SCDOT *Standard Specifications for Highway Construction* will apply for materials and construction of all work.
- *Special Provisions*
Special provisions will be prepared for those items of work not covered as desired in the Standard Specifications or existing Standard Special Provisions.
- *Final Cost Estimate*
Based upon the final quantities, a final estimate of probable construction cost will be prepared. The **CONSULTANT** does not guarantee that the actual quantities and construction cost will not vary from the estimates provided. SCDOT'S pay items list will be used to the fullest extent practical.

5.7 Final Plan Deliverables

1. Construction plans for the proposed median crossover and loon turnaround.
2. Cost Estimate including quantities.
3. Permit package to be submitted to; SCDHEC and SCDOT.

The **CONSULTANT** will provide plans to the **COUNTY** for review in the form of one (1) PDF and two (2) full size sets of construction IFC plans.

TASK 6. BIDDING & AWARD

It is assumed that there will be a mandatory pre-bid conference that the **CONSULTANT** shall attend. The **CONSULTANT** will provide answers to questions and concerns during the pre-bid, bid, and construction process with the **CONSULTANT** incorporating revisions, as necessary.

TASKS NOT INCLUDED (COUNTY TO PROVIDE OR SCOPE CHANGE REQUIRED):

- Right-of-Way Acquisition
- Geotechnical Investigation
- Traffic Analysis

ENGINEERING FEE

		COST
TASK 1	Field Surveys	\$30,000
TASK 2	Environmental Services	\$3,780
TASK 3	Preliminary Design	\$54,800
TASK 4	Utility Coordination	\$14,700
TASK 5	Final Design & Plans	\$58,240
TASK 6	Bidding & Award	\$2,280
	TOTAL ALL TASKS =	\$163,800

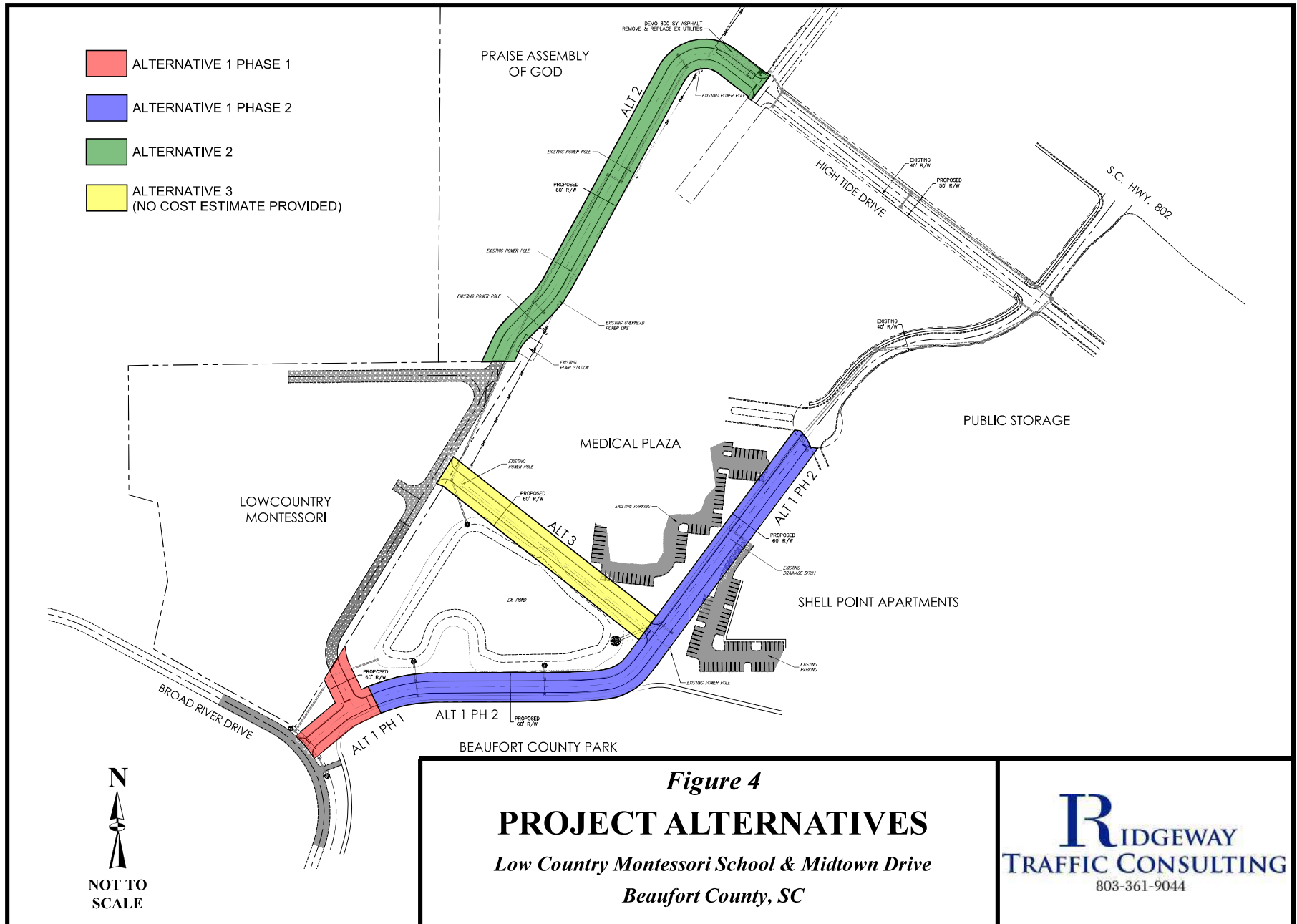


Figure 4
PROJECT ALTERNATIVES
Low Country Montessori School & Midtown Drive
Beaufort County, SC

RIDGEWAY
TRAFFIC CONSULTING
 803-361-9044



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend approval of a resolution for matching funds for Beaufort County’s portion of the Local Match for three planning studies through Lowcountry Area Transportation Study (LATS) and the approval of the Memorandum of Understandings (MOU) with LATS for each of the three planning studies.
MEETING NAME AND DATE:
Public Facility and Safety Committee - November 27, 2023
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator- Infrastructure 5 minutes
ITEM BACKGROUND:
LATS is the transportation planning entity for the region. They are working on various plans to guide transportation improvements throughout the area.
PROJECT / ITEM NARRATIVE:
If planning studies are completely within SCDOT’s network, guideshare funds can be used for the entirety of the project. In the event there are some local roads within the project area, a 20% local match is required. Currently, there are three planning studies that LATS is working on that involve local streets and a local match is required. The plan to local match is being divided amongst the applicable jurisdictions for each study. Beaufort County’s pro rata share for the Northern Transit Study will not exceed \$25,000, for the SC 315/SC 46 study will not exceed \$10,000 and for the Bluffton Parkway will not exceed \$30,000.
FISCAL IMPACT:
The match for the Bluffton Parkway’s study will come from 2000 Bluffton impact fees professional services account 2300-30-0000-51160 with a balance of \$7,331,998.85. The match for the SC315/SC 46’s study and the Northern Transit Study will come from TAG funds professional services account 2342-30-0000-51160 with a balance of \$1,558,409.65.
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval of a resolution for matching funds for Beaufort County’s portion of the Local Match for three planning studies through Lowcountry Area Transportation Study (LATS) and the approval of the Memorandum of Understandings (MOU) with LATS for each of the three planning studies.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommended approval of a resolution for matching funds for Beaufort County’s portion of the Local Match for three planning studies through Lowcountry Area Transportation Study (LATS) and the approval of the Memorandum of Understandings (MOU) with LATS for each of the three planning studies.

RESOLUTION 2023/

A RESOLUTION TO APPROPRIATE FUNDS TO LOWCOUNTRY COUNCIL OF GOVERNMENTS LOCAL MATCH FOR BLUFFTON PARKWAY AND HWY 315/HWY 46 STUDIES

WHEREAS, Lowcountry Area Transportation Study (LATS) is the transportation planning entity for the regional metropolitan planning organization (MPO); and

WHEREAS, Beaufort County is one of the jurisdictions within the MPO; and

WHEREAS, Beaufort County is required to provide our pro rata share of the local match for certain regional studies that LATS conducts; and

- 1. Northern Transit Study \$25,000
- 2. SC 315/SC 46 \$10,000
- 3. Bluffton Parkway \$30,000

NOW, THEREFORE, IT IS HEREBY RESOLVED at a duly called meeting of Beaufort County Council, that the Interim County Administrator is hereby provided the authority necessary to provide the local match to the aforementioned studies.

Adopted this _____ day of December, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

RESOLUTION 2023/**A RESOLUTION TO APPROPRIATE FUNDS TO LOWCOUNTRY COUNCIL
OF GOVERNMENTS LOCAL MATCH FOR BLUFFTON PARKWAY AND
HWY 315/HWY 46 STUDIES**

WHEREAS, Lowcountry Area Transportation Study (LATS) is the transportation planning entity for the regional metropolitan planning organization (MPO); and

WHEREAS, Beaufort County is one of the jurisdictions within the MPO of which there are seven (7) members (Beaufort County, Jasper County, Port Royal, City of Beaufort, Hardeeville, Bluffton and Hilton Head; and

WHEREAS, Beaufort County is required to provide our pro rata share of the local match for certain regional studies that LATS conducts; and

WHEREAS, Northern Transit Study will look at and evaluate mass transit needs, potential routes, and projects for the urbanized areas north of the Broad - local share of \$50,000.

1. Beaufort County will not exceed \$25,000.
2. City of Beaufort will not exceed \$12,500.
3. Town of Port Royal will not exceed \$12,500.

WHEREAS, SC 315/SC 46 and the Bluffton Pkwy Extension study will evaluate needed roadway improvements in the Southern part of Beaufort and Jasper County - local share of \$40,000

1. Beaufort County will not exceed \$10,000.
2. City of Hardeeville will not exceed \$10,000.
3. Town of Bluffton will not exceed \$10,000.
4. Jasper County will not exceed \$10,000.

WHEREAS, Bluffton Parkway from SC 170 to US 278 at the Bluffton Parkway flyover will evaluate access management and corridor improvements throughout the parkway to enhance safety and capacity withing the corridor - local share of \$40,000

1. Beaufort County will not exceed \$30,000.
2. Town of Bluffton will not exceed \$10,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED at a duly called meeting of Beaufort County Council, that the Interim County Administrator is hereby provided the authority necessary to provide the local match to the aforementioned studies.

Adopted this 27th day of November 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



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**MEMORANDUM of UNDERSTANDING
BETWEEN
Beaufort County and
Lowcountry Council of Governments (LCOG)**

Subject: Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for Bluffton Parkway from the Flyover to SC 170 a priority in the 2045 Long Ragne Transportation Plan. \$200,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a study on behalf of LATS.
2. Beaufort County and the Town of Bluffton will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
 - a. Establish a project steering committee.
 - b. Data collection and map existing conditions
 - c. Interim findings
 - d. Prepare recommendations, policy, and regulations.
 - e. Implementation plan
 - f. Complete a draft and final document for review.
 - g. Complete final report
4. The total cost of the project is \$200,000. The Federal share is \$160,000 and local share is \$40,000. No single party will be held responsible for the lack of funding from another entity. The local share is to be split between the two local entities:
 - a. Beaufort County will not exceed \$30,000.
 - b. Town of Bluffton will not exceed \$10,000.
5. The completion date is estimated to be December 31st, 2024.

Lowcountry Council of Governments
PO Box 98 | 634 Campground Road
Yemassee, South Carolina 29945
P: 843.726.5536 F: 843.726.5165
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- 6. Beaufort County and the Town of Bluffton will be provided with all relevant documentation at the conclusion of the study.

- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

Beaufort County

Lowcountry Council of Governments

Date

Date

Lowcountry Council of Governments

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**MEMORANDUM of UNDERSTANDING
BETWEEN
Beaufort County and
Lowcountry Council of Governments (LCOG)**

Subject: Northern Beaufort County Transit Study

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a transit Study in Northern Beaufort County as a priority in the 2045 in both the urban and rural Long Ragne Transportation Plans. \$200,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a transit study for the Northern portion of Beaufort County, the City of Beaufort and the Town of Port Royal.
2. Beaufort County, the City of Beaufort and the Town of Port Royal along with Palmetto Breeze will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
 - a. Establish a project steering committee.
 - b. Data collection and map existing conditions
 - c. Interim findings
 - d. Prepare recommendations, policy, and regulations.
 - e. Implementation plan
 - f. Complete a draft and final document for review.
 - g. Complete final report
4. The LCOG planning department successfully applied for federal funds to conduct the work while local governments will supply the 20% local match. The total cost of the project is \$250,000. The Federal share is \$200,000 and local share is \$50,000. No single party will be held responsible for the lack of funding from another entity. The local share is to be split between the three local entities:
 - a. Beaufort County will not exceed \$25,000.

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- b. City of Beaufort will not exceed \$12,500.
- c. Town of Port Royal will not exceed \$12,500.

- 5. The completion date is estimated to be December 31st, 2024.

- 6. Beaufort County, The Town of Port Royal and the City of Beaufort will be provided with all relevant documentation at the conclusion of the study.

- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

Beaufort County

Lowcountry Council of Governments

Date

Date



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**MEMORANDUM of UNDERSTANDING
BETWEEN
Beaufort County and
Lowcountry Council of Governments (LCOG)**

Subject: SC 315/SC 46 Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for SC 315/SC46 and the Bluffton parkway extension as a priority in the 2045 in the Long Ragne Transportation Plan. \$450,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a study on behalf of LATS.
2. Beaufort County, the City of Hardeeville, the Town of Bluffton and Jasper County will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
 - a. Establish a project steering committee.
 - b. Data collection and map existing conditions
 - c. Interim findings
 - d. Prepare recommendations, policy, and regulations.
 - e. Implementation plan
 - f. Complete a draft and final document for review.
 - g. Complete final report
4. The total cost of the project is \$200,000. The Federal share is \$160,000 and local share is \$40,000. No single party will be held responsible for the lack of funding from another entity. The local share is to be split between the four local entities:
 - a. Beaufort County will not exceed \$10,000.
 - b. City of Hardeeville will not exceed \$10,000.
 - c. Town of Bluffton will not exceed \$10,000.
 - d. Jasper County will not exceed \$10,000.

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- 5. The completion date is estimated to be Spring 2024.
- 6. Beaufort County, the Town of Bluffton, City of Hardeeville and Jasper County will be provided with all relevant documentation at the conclusion of the study.
- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

Beaufort County

Lowcountry Council of Governments

Date

Date

Lowcountry Council of Governments

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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A Presentation to County Council on the Comprehensive Boat Landing Study
MEETING NAME AND DATE:
Public Facilities & Safety Committee – November 27, 2023
PRESENTER INFORMATION:
Eric Larson, Director, Capital Projects (<i>15 Minutes</i>)
ITEM BACKGROUND:
In October of 2021, Creech & Associates began a comprehensive boat landing study that focused on the county’s existing landing inventory, future expansion throughout the county, and the economic impact of boating on the county. Community feedback was obtained in various mediums to supplement the data and generate a set of drivers to help the county enhance the community’s interaction and enjoyment of the waterways.
PROJECT / ITEM NARRATIVE:
The Comprehensive Boat Landing Study was prepared to include the existing landing assessments, operations manual, master planning and cost analysis for Beaufort County Boat Landing Facilities.
FISCAL IMPACT:
<i>Presentation of a completed project. No funding is being requested at this time.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends acceptance of the report as submitted.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to accept/reject the report from the consultant as written, or Motion to ask for additional information and/or corrections to the report.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval of Contract Award to O’Quinn Marine Construction for IFB #110123 Spanish Moss Trail Battery Creek Bridge Repair Phase 2 (\$605,000)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – November 27, 2023
PRESENTER INFORMATION:
Eric Larson, PE, Director, Capital Projects (5 mins)
ITEM BACKGROUND:
On November 15, 2023 bids were received for the construction of the Spanish Moss Trail Battery Creek Bridge Repair Phase 2. Three (3) bids were received, with the qualified low bidder being O’Quinn Marine Construction. The bid line item for trail repair was rejected, resulting in a revised bid of \$550,000. Staff and the design consultants, McSweeney Engineers, have reviewed the detailed bid submittal and found the prices to be fair and reasonable. Engineer’s estimate for the work was \$577,250.
PROJECT / ITEM NARRATIVE:
Public Works desires to rehabilitate the existing SMT bridge. Phase 1 construction is complete and consisted of pile jackets on the substructure to stabilize deterioration of the timber piers. Phase 2 construction replaces the bridge abutments, handrails, and has a bid alternate to build a fixed fishing pier adjacent to the bridge end. The total funds requested are the bid amount (plus a 10% contingency) (\$550,000 + \$55,000 = \$605,000) Purchasing has not submitted a draft contract to Legal. This will occur after contract award.
FISCAL IMPACT:
Funding comes from an A-Tax Grant (2001-10-0000-55000). Current account balance is \$3,142,240.64 with \$609,464 budgeted for this project.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract to O’Quinn Marine Construction for IFB #110123 in the amount of \$550,000 with a \$55,000 contingency fund for a total of \$605,000.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award O’Quinn Marine Construction for IFB #110123 Spanish Moss Trail Battery Creek Bridge Repair Phase 2. <i>Next Step: Move forward to County Council to award O’Quinn Marine Construction for IFB #110123 Spanish Moss Trail Battery Creek Bridge Repair Phase 2.</i>

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 11.



Project Name:	Spanish Moss Trail Battery Creek Bridge Repair Phase 2
Project Number:	IFB 110123
Project Budget:	
Bid Opening Date:	15-Nov-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price
BluTide Marine Construction	X	X	X	x	x	x	\$ 933,398.00
							\$ 164,021.00
O'Quinn Marine Construction	X	X	X	X	X	Self Performing	\$ 474,000.00
							\$ 76,000.00
Titan Construction Management							Submitted a No Bid
* Item 11 on the Schedule of Values has been removed and was not calculated in the Grand Total							
<p><i>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.</i></p>							

Alternates

Alternates

David L. Thomas
Bid Administrator Signature

Victoria Moyer
Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval of Contract Award to Paragon Builders for IFB #090823 Buckwalter Recreation Center Generator (\$409,420.00)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – November 27, 2023
PRESENTER INFORMATION:
Eric Larson, PE, Director, Capital Projects (5 mins)
ITEM BACKGROUND:
Beaufort County requested bids for the new Buckwalter Recreation Center Generator on 09/08/2023. Three bids were received with the qualified low bidder being Paragon Builders with a cost of \$372,200.00. Staff has reviewed the detailed bid submittal and found the prices to be fair and reasonable.
PROJECT / ITEM NARRATIVE:
At Buckwalter Recreation Center a new 450kW diesel generator will be installed to provide whole building power. To make the necessary connections, the existing service lateral is required to be intercepted outside, and a new 1200A enclosed circuit breaker and separate automatic transfer switch installed to replace the existing exterior 2,500A service disconnect/portable generator connection cabinet. The existing indoor MDP will then be re-connected to the new transfer switch utilizing the existing feeder conductors already in place.
FISCAL IMPACT:
Funding comes from Parks and Recreation Capital Fund account number 1040-80-1600-54200. Fund balance is \$795,000.03
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends Council award the contract to Paragon Builders for IFB #090823 in the amount of \$372,200.00 with a \$37,220 contingency fund for a total of \$409,420.00. (Fund balance is \$795,000.03)
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award Paragon Builders for IFB #090823 Buckwalter Recreation Center Generator <i>Next Step: Move forward to County Council to award Paragon Builders for IFB #080823 Buckwalter Recreation Center Generator.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance to approve a lease agreement between Beaufort County and Cindy Hollman
MEETING NAME AND DATE:
Public Facilities and Safety Committee; November 27, 2023
PRESENTER INFORMATION:
Jon Rembold; Airports Director 3 minutes
ITEM BACKGROUND:
Beaufort Executive Airport's terminal maintains multiple office spaces available for lease. Ms. Cindy Hollman is an independent FAA flight Examiner for hire and request a small office to conduct flight reviews. The DRAFT lease and legal review - approved by Legal on Nov 3, 2023. Beaufort County Airports Board (BCAB) - recommended approval on November 16, 2023.
PROJECT / ITEM NARRATIVE:
Cindy Hollman is a certified independent FAA Flight Examiner which services pilot trainees and certified pilots at Beaufort Executive Airport. Ms. Hollman has expressed a desire to lease office space at Beaufort Executive Airport, to conduct the ground portion of flight reviews and exams.
FISCAL IMPACT:
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$69.30. The monthly base lease payments were calculated using Beaufort County's approved, North of the broad lease rates of \$19.80 per sf. The space totals 42 sf. (42 sq ft x \$19.80/12) Annual Expected Revenue \$831.60 The lease rates are in accordance with current Beaufort County lease policies.
STAFF RECOMMENDATIONS TO COMMITTEE:
Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Cindy Hollman.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Cindy Hollman. Move forward to Council for Approval on December 11, 2023

- 3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

- 4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the 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. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

- 4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of FAA Flight Check oral examinations (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

- 4.3 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

- 4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

4.4.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

Landlord Initials _____ Tenant Initials _____

4.4.3 *Cost of Improvements.* Tenant’s Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

4.4.4 *Compliance.* All such Tenant’s Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant’s Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

4.5 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

V. DESTRUCTION OR DAMAGE

5.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

5.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

5.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

Landlord Initials _____ Tenant Initials _____

5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VI. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

7.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

7.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

VIII. DEFAULT

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials _____ Tenant Initials _____

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

8.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall

Landlord Initials _____ Tenant Initials _____

be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.
- 8.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 8.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 8.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 8.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

Landlord Initials _____ Tenant Initials _____

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.

IX. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

X. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

XI. INSURANCE LIABILITY AND INDEMNIFICATION

11.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

11.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

11.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

11.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

XII. MISCELLANEOUS PROVISIONS

12.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

AS TO LANDLORD: Beaufort County
 Attn: Beaufort County Administration
 Post Office Box 1228
 Beaufort, SC 29901

Landlord Initials _____ Tenant Initials _____

Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's

Landlord Initials _____ Tenant Initials _____

part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND CINDY HOLLMAN

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Cindy Hollman ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

WHEREAS, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Cindy Hollman.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Cindy Hollman.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance to approve a lease agreement between Beaufort County and Matt Archer
MEETING NAME AND DATE:
Public Facilities and Safety Committee; November 27, 2023
PRESENTER INFORMATION:
Jon Rembold; Airports Director 3 minutes
ITEM BACKGROUND:
Beaufort Executive Airport's terminal maintains multiple office spaces available for lease. Mr. Archer is an independent FAA flight Examiner for hire and request a small office to conduct flight reviews. The DRAFT lease and legal review - approved by Legal on Nov 3, 2023. Beaufort County Airports Board (BCAB) - recommended approval on November 16, 2023.
PROJECT / ITEM NARRATIVE:
Matt Archer is a certified independent FAA Flight Examiner which services pilot trainees and certified pilots at Beaufort Executive Airport. Mr. Archer has expressed a desire to lease office space at Beaufort Executive Airport, to conduct the ground portion of flight reviews and exams.
FISCAL IMPACT:
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$69.30. The monthly base lease payments were calculated using Beaufort County's approved, North of the broad lease rates of \$19.80 per sf. The space totals 42 sf. (42 sq ft x \$19.80/12) Annual Expected Revenue \$831.60 The lease rates are in accordance with current Beaufort County lease policies.
STAFF RECOMMENDATIONS TO COMMITTEE:
Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Matt Archer.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Matt Archer. Move forward to Council for Approval on December 11, 2023

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) REAL PROPERTY
 LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this ___day of _____ 2023, (“Lease”), by and between **Beaufort County**, a political subdivision of the State of South Carolina, (“Landlord”) and **Matt Archer** (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. **DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 9-A Total square feet: 42

II. **TERM**

2.1 *Term.* The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **November 30, 2024** (“Termination Date”).

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. **RENTAL PAYMENT**

3.1 *Payment of Rent.* Tenant shall pay to Landlord Sixty-Nine dollars and Thirty cents (**\$69.30**) (**total square feet x \$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5th of the month, the Rent shall be prorated appropriately.

3.3 *Late Payment of Rent.* Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

Landlord Initials _____ Tenant Initials _____

- 3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

IV. **CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

- 4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the 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. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.
- 4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of FAA Flight Check oral examinations (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.
- 4.3 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.
- 4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

4.4.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

Landlord Initials _____ Tenant Initials _____

4.4.3 *Cost of Improvements.* Tenant's Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant's sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

4.4.4 *Compliance.* All such Tenant's Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant's Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

4.5 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

V. DESTRUCTION OR DAMAGE

5.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

5.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

5.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

Landlord Initials _____ Tenant Initials _____

5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VI. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

7.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

7.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

VIII. DEFAULT

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials _____ Tenant Initials _____

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

8.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall

Landlord Initials _____ Tenant Initials _____

be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

(c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

8.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

8.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.

8.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

8.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

Landlord Initials _____ Tenant Initials _____

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.

IX. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

X. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

XI. INSURANCE LIABILITY AND INDEMNIFICATION

11.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

11.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

11.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

11.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

XII. MISCELLANEOUS PROVISIONS

12.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

AS TO LANDLORD: Beaufort County
 Attn: Beaufort County Administration
 Post Office Box 1228
 Beaufort, SC 29901

Landlord Initials _____ Tenant Initials _____

Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's

Landlord Initials _____ Tenant Initials _____

part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND MATT ARCHER

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Matt Archer ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

WHEREAS, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Matt Archer.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Matt Archer.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:
Information: Airport Capital Improvement Program (ACIP) list for Beaufort Executive Airport (ARW)
MEETING NAME AND DATE:
Public Facilities Committee – November 27, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Infrastructure Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
The National Airports Capital Improvement Plan (ACIP) is an internal FAA document that serves as the primary planning tool for identifying and prioritizing critical airport development and associated capital needs for the National Airspace System. Each year the FAA requests a project list from each airport that receives project funding. This is an informational update to brief Council on the Beaufort Executive Airport list. This item was presented to the Airports Board at the meeting on November 16, 2023.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COMMITTEE:
Information Update - Airport Capital Improvement Program (ACIP) list for Beaufort Executive Airport (ARW)
OPTIONS FOR COUNCIL MOTION:
Information Update - Airport Capital Improvement Program (ACIP) list for Beaufort Executive Airport (ARW)

FY24 - FY28 Capital Improvement Plan

LOC ID

ARW

					Project Funding Plan						
FAA Fiscal Year	Project Name and Brief Description	National Priority Ranking (NPR)	AIP Eligibility - Reference AIP Handbook	Pavement Rehabilitation Projects Insert PCI	Total Project Cost	AIP Entitlements (150,000 per/yr)	BIL/AIG Infrastructure Funding (145,000 per/yr)	State Participation	Sponsor Participation	PFC Funds	Additional Funds Needed
2024	Entitlement Carryover Federal Entitlement Funds: Runway 07/25 Rehabilitation (Construction)		Page G-13, Table G-1, (a.)	56-70	\$3,240,000	\$491,783 \$150,000 \$641,783	\$304,000 \$145,000 \$449,000	\$162,000	\$162,000		\$1,825,217
2025	Entitlement Carryover Federal Entitlement Funds: GAP YEAR					\$0 \$150,000	\$0 \$145,000	\$0	\$0		\$0
2026	Entitlement Carryover Federal Entitlement Funds: Phase I Projects 404/401 Permit and Design Completion		Page H-13, H-2 (a.) and Page G-9, Table G-5 (f.)		\$850,600	\$150,000 \$150,000 \$300,000	\$145,000 \$145,000 \$290,000	\$42,530	\$42,530		\$175,540
2027	Entitlement Carryover Federal Entitlement Funds: Runway 07 ERSA Wetland Mitigation		Page G-9, Table G-5 (f.)		\$1,773,900	\$0 \$150,000 \$150,000	\$0 \$0 \$0	\$88,695	\$88,695		\$1,446,510
2028	Entitlement Carryover Federal Entitlement Funds: Runway 07 ERSA Construction		Page G-9, Table G-5 (f.)		\$1,283,675	\$0 \$150,000 \$150,000	\$0 \$0 \$0	\$64,184	\$64,184		\$1,005,308
2029	Entitlement Carryover Federal Entitlement Funds: Runway 25 ERSA Wetland Mitigation		Page G-9, Table G-5 (f.)		\$1,830,600	\$0 \$150,000 \$150,000	\$0 \$0 \$0	\$91,530	\$91,530		\$1,497,540
2030	Entitlement Carryover Federal Entitlement Funds: Runway 25 ERSA Construction		Page G-9, Table G-5 (f.)		\$1,498,150	\$0 \$150,000 \$150,000	\$0 \$0 \$0	\$74,908	\$74,908		\$1,198,335
2031	Entitlement Carryover Federal Entitlement Funds: Completion of Parallel Taxiway Wetland Mitigation		Page H-13, H-2.a.		\$2,713,500	\$0 \$150,000 \$150,000	\$0 \$0 \$0	\$135,675	\$135,675		\$2,292,150
2032	Entitlement Carryover Federal Entitlement Funds: Completion of Parallel Taxiway Construction		Page H-13, H-2.a.		\$1,777,400	\$0 \$150,000 \$150,000	\$0 \$0 \$0	\$88,870	\$88,870		\$1,449,660

** Add additional rows as needed



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Discussion: Airport Capital Improvement Program (ACIP) list for Hilton Head Island Airport (HXD).
MEETING NAME AND DATE:
Public Facilities Committee – November 27, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Infrastructure Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
The National Airports Capital Improvement Plan (ACIP) is an internal FAA document that serves as the primary planning tool for identifying and prioritizing critical airport development and associated capital needs for the National Airspace System. Each year the FAA requests a project list from each airport that receives project funding. This is an informational update to brief Council on the Hilton Head Island Airport list. This item was presented to the Airports Board at the meeting on November 16, 2023.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COMMITTEE:
Information Update - Airport Capital Improvement Program (ACIP) list for Hilton Head Island Airport (HXD).
OPTIONS FOR COUNCIL MOTION:
Information Update - Airport Capital Improvement Program (ACIP) list for Hilton Head Island Airport (HXD).

FY24 - FY29 Capital Improvement Plan

.OC ID

HXD					Project Funding Plan						
FAA Fiscal Year	Project Name and Brief Description	National Priority Ranking (NPR)	AIP Eligibility - Reference AIP Handbook	Pavement Rehabilitation Projects Insert PCI	Total Project Cost	AIP Entitlements (1,355,162per/yr)	BIL/AIG Infrastructure Funding (1,764,993 per/yr)	State Participation	Sponsor Participation	PFC Funds	Additional Funds Needed
2024	Entitlement Carryover					\$1,852,589	\$3,194,877	\$154,694			
	Federal Entitlement Funds:					\$1,355,162	\$1,764,993	\$250,000			
	Taxiway F Rehabilitation (Construction)		Page H-13, H-2 (a.)	41-55	\$3,326,483	\$2,993,835	\$0	\$332,648	\$0		\$0
	ALP Update		Page E-3, Table E-1 (r.)		\$750,000	\$6,165	\$668,835	\$72,046	\$2,954		
	St. James Baptist Church Relocation Environmental Documentation				\$300,000	\$0	\$0	\$0	\$30,000		\$270,000
2025	Entitlement Carryover					\$207,751	\$4,291,035	\$0			
	Federal Entitlement Funds:					\$1,355,162	\$1,764,993	\$250,000			
	St. James Baptist Church Relocation Land Acquisitoin		Page G-13, Table G-1 (a.)		\$2,000,000	\$1,562,913	\$237,087	\$200,000	\$0		\$0
2026	Entitlement Carryover					\$0	\$5,818,941	\$50,000			
	Federal Entitlement Funds:					\$1,355,162	\$0	\$250,000			
	Runway 03/21 Rehabilitation (Construction)		Page G-13, Table G-1 (a.)		\$8,175,000	\$1,355,162	\$5,818,941	\$300,000	\$517,501		\$183,396
2027	Entitlement Carryover					\$0	\$0	\$0			
	Federal Entitlement Funds:					\$1,355,162	\$0	\$250,000			
	Land Acquisition Reimbursement (Parcels R510 004 000 0323 0000 [32 Hunter Road], R510 008 000 0307 0000 [30 Hunter Road], R510 008 000 0306 0000 [28 Hunter Road], R510 004 000 0305 0000 [26 Hunter Road])		Page Q-4, Table Q-4 (a.)		\$8,420,209	\$1,355,162	\$0	\$250,000	\$592,020		\$6,223,026
2028	Entitlement Carryover					\$0	\$0	\$0			
	Federal Entitlement Funds:					\$1,355,162	\$0	\$250,000			
	Displaced Threshold Recovery (EA)		Page S-1, Table S-1 (a.)		\$300,000	\$270,000	\$0	\$30,000	\$0		\$0
2029	Entitlement Carryover					\$1,085,162	\$0	\$220,000			
	Federal Entitlement Funds:					\$1,355,162	\$0	\$250,000			
	Displaced Threshold Recovery (Design)		Page G-13, Table G-1 (a.)		\$375,000	\$337,500	\$0	\$37,500	\$0		\$0

** Add additional rows as needed



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Resolution for Commissioned Public Works Code Enforcement Officers
MEETING NAME AND DATE:
Public Facilities Committee Meeting – November 27, 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes)
ITEM BACKGROUND
N/A
PROJECT / ITEM NARRATIVE:
As the Lowcountry of South Carolina continues to experience litter pressures, Beaufort County recognizes the need for a stronger enforcement team for Solid Waste & Recycling Ordinance.
FISCAL IMPACT:
Fees collected by staff at Court will go back into the Solid Waste & Recycling Funds. Minimal expenditures to provide staff with ticket books and badges.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the designation of Beaufort County Public Works Staff as enforcement officers to enforce Chapter 62 of the Beaufort County Code of Ordinances.
OPTIONS FOR COUNCIL MOTION:
Motion to designate Beaufort County Public Works staff as Public Works Code Enforcement Officers. Motion to deny the designation of Beaufort County Public Works Staff as Public Works Code Enforcement officers. (Next Step – Bring recommendation to County Council for approval)

RESOLUTION 2023/ 24

A RESOLUTION TO COMMISSION TWO PUBLIC WORKS ENFORCEMENT OFFICERS TO ENFORCE BEAUFORT COUNTY CONVENIENCE CENTERS AND ALL LITTER AND ENVIROMENTAL ORDINANCES FOR BEAUFORT COUNTY PURUANT 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 litter control/enforcement officers as may be necessary for property security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Public Works Enforcement 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 individuals as Public Works Enforcement Officers for Beaufort County:

John “Bradley” Harriott - EMP# 10713, Beaufort County Public Works Enforcement Officer

Farie Riley- EMP# 11222, Beaufort County Public Works Enforcement Officer

2: Each Public Works Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate’s office prior to any official action as a Public Works Enforcement Officer.

ADOPTED, THIS ___ DAY OF November, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND
MEETING NAME AND DATE:
Public Facilities Committee Meeting – November 27, 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes)
ITEM BACKGROUND
August 22, 1980 – Beaufort County granted non-exclusive easement for drainage and utility purposes October 6, 2020 – Drainage and Utility easement modified
PROJECT / ITEM NARRATIVE:
Beaufort County has a drainage easement Ordinance to transfer easement ownership between Beaufort County and the Town of Hilton Head located at 55 Gardner Drive, R510 008 000 098A 0000. In 2020 the easement was modified to allow the property owner access to encroach into the drainage easement for the purposes of building the developments stormwater water quality and water quantity controls. The alteration of the existing drainage system to what was built makes this easement no longer reasonable or feasible to maintain by Beaufort County. In discussions with the property owners in the Old Woodlands neighborhood, there are drainage issues stemming from the modification of the drainage easement due to the development. As the development was approved by the Town of Hilton Head, they have agreed to take over drainage easement responsibility from Beaufort County.
FISCAL IMPACT:
Fiscal impacts associated with the transfer of easement ownership amounts to \$1.00.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the transfer of ownership of the drainage easement on the southside of 55 Gardner drive to the Town of Hilton Head.
OPTIONS FOR COUNCIL MOTION:
Motion to either accept/deny the recommendation to approve the transfer of ownership of the drainage easement on the southside of 55 Gardner Drive to the Town of Hilton Head.

Next Steps - A Majority Vote for Acceptance by Committee would move item forward to final acceptance by January County Council vote.

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN EASEMENT ENCUMBERING A PORTION OF REAL PROPERTY LOCATED AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND

WHEREAS, Beaufort County (“County”) owns a non-exclusive easement, recorded in the Beaufort County Register of Deeds in Book 3922 at Page 1613, for drainage and utility purposes over and across portions of the real property located at 55 Gardner Drive, Hilton Head Island, South Carolina 29926 with TMS No. R510 008 000 098A 0000, collectively hereinafter the “Easement”; and

WHEREAS, the Town of Hilton Head Island (“Town”) has requested the Easement be conveyed to it in order to improve and maintain drainage in the area and for those other purposes set forth in the Easement; and

WHEREAS, Beaufort County Council has determined that it is in the best interest of the citizens to authorize the conveyance of the requested Easement to the Town;

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

NOW THEREFORE, BE IT ORDAINED THAT BEAUFORT COUNTY COUNCIL, in a meeting duly assembled, does hereby authorize the conveyance of an easement encumbering a portion of real property at 55 Gardner Drive, and as further described above, to the Town of Hilton Head Island.

ADOPTED, this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Exhibit B – 55 Gardner
Site Plan

Item 18.



Easement section to transfer to the Town of Hilton Head is the portion running behind the following real properties: R510 008 00A 101A 0000, R510 008 00A 101B 0000, R510 008 00A 0074 0000, R510 008 00A 0073 0000, R510 008 00A 0072 0000, R510 008 00A 0072 0000, R510 008 00A 0071 0000, R510 008 00A 0070 0000, R510 008 00A 0069 0000, R510 008 00A 0068 0000.

8/25 RB Burr 2894



Item 18.

BEAUFORT COUNTY SC - BK 3922 Pgs 1613-1620 FILE NUM 2020059506 10/16/2020 03:07:14 PM REC'D BY rbins RCPT# 998464 RECORDING FEES \$25.00

JLS

Prepared by and after recording return to Burr & Forman LLP. (WJN) 23-B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928 843-785-2171

STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT)

DRAINAGE AND UTILITY EASEMENT MODIFICATION AGREEMENT [Ref: Deed Book 303, Page 122 | Deed Book 305, Page 2056 | Plat Book 28, Page 207]

THIS DRAINAGE AND UTILITY EASEMENT MODIFICATION AGREEMENT (the "Agreement") is made this 6th day of October, 2020, by and between AB PR QOZB II Property LLC (hereinafter "Grantor"), a Delaware limited liability company authorized to conduct business in South Carolina and the governmental authority of Beaufort County, South Carolina (hereinafter "Grantee"), a South Carolina municipal corporation with an address of Post Office Box 1228, Beaufort, South Carolina 29901.

WITNESSETH:

WHEREAS, Grantor owns certain real property located at 55 Gardner Drive, Hilton Head Island, South Carolina 29926, which is more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Beaufort County owns a non-exclusive easement for drainage and utility purposes over and across portions of the Property pursuant to an easement dated August 22, 1980 and recorded in the Beaufort County Register of Deeds (the "ROD") in Book 303 at Page 122 and Book 305 at Page 2056 (the "Easement") as depicted in that certain plat recorded in the ROD in Plat Book 28 at Page 207 (the "Easement Area"); and

WHEREAS, Grantor is planning the redevelopment of the Property generally as depicted in a Site Layout Plan prepared by Ward Edwards Engineering dated January 28, 2020, attached hereto as Exhibit "B" and made a part hereof (the "Site Plan"); and

WHEREAS, Grantor's proposed redevelopment of the Property includes the repair, rehabilitation and improvement of the drainage and utility infrastructure systems and facilities in certain areas of the Easement Area (the "Utility Improvements"); and

WHEREAS, Grantor's proposed redevelopment of the Property includes the installation of driveways, parking areas, fencing and other hardscape and landscape improvements as generally depicted in the Site Plan (the "Hardscape"); and

WHEREAS, Grantor has requested and Grantee has agreed to the modification of the Easement for purposes of clarifying the terms set forth in the Easement as are particularly described herein.

Reviewed by Beaufort County [Signature] 10/12/20 Legal Department

42365882 v8

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the covenants, conditions and agreements contained herein, and other good and valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. The above recitals are incorporated herein by reference thereto, as fully as if restated herein.
2. Grantor and Grantee acknowledge and agree that the Easement is hereby modified to authorize and allow the installation, maintenance and repair of the Utility Improvements and Hardscape within the Easement Area, as generally depicted in the Site Plan and the approved Beaufort County Encroachment Permit.
3. Grantor's right to undertake maintenance, alterations or repairs to the Utility Improvements or Hardscape as it deems necessary in its sole reasonable discretion so long as such activity does not diminish Grantee's rights set forth in the Easement as modified by this Agreement, shall not be modified or altered by this Agreement. Subsequent to the completion of redevelopment of the Property contemplated in this Agreement, and except for normal and routine care and maintenance, Grantor agrees to use best efforts to notify Grantee, specifically the Beaufort County Public Works Department, prior to undertaking maintenance, alteration, or repairs to the Utility Improvements or Hardscape.
4. Grantor agrees by invoking its right to maintain, alter, or repair the Utility Improvements and Hardscapes, the Grantor is solely responsible for the continued maintenance and repair to the Utility Improvements and Hardscapes installed by Grantor; provided, however, Grantee maintains the right and privilege to access the Easement Area and take remedial measures it deems necessary in its sole reasonable discretion so long as such activity does not diminish Grantor's rights as set forth in the Easement as modified by this Agreement.
5. Except as modified herein, all benefits, obligations, terms and conditions of the Easement shall remain in full effect and are ratified by the parties hereto. In the event of any conflict between the terms of this Agreement and the Easement, the terms and conditions of this Agreement shall prevail.
6. This Agreement is subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantee of the rights and privileges granted herein.
7. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement and the terms and provisions hereof shall bind and inure to the benefit of the parties and their respective legal representatives, and successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. This Agreement is intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including attorneys' fees and court costs. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

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

IN THE PRESENCE OF:

GRANTOR:

AB PR QOZB II Property LLC
a Delaware limited liability company authorized
to conduct business in South Carolina

[Handwritten Signature]
Signature of Witness #1 Ben Schwarz

[Handwritten Signature]
By: Emanuel Neuman
Its: Authorized Signature

[Handwritten Signature]
Signature of Notary Public Alice Liguori

STATE OF New York)
COUNTY OF New York)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that EMANUEL David NEUMAN
Authorized Signature of AB PR QOZB II Property LLC, personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 01 day of October, 2020.



[Handwritten Signature] Alice Liguori
Notary Public for State of New York
My Commission Expires: Oct 17, 2020

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

IN THE PRESENCE OF:

GRANTEE:

Beaufort County

Lidia Delhomme
Signature of Witness #1

By: Ashtley M. Jacobs
Its: County Administrator

Cheryl H. Harris
Signature of Notary Public

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

)

I, the undersigned Notary Public, do hereby certify that Ashtley M. Jacobs as County Administrator of Beaufort County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of October, 2020.

Cheryl H. Harris
Notary Public for South Carolina
My Commission Expires: 8/24/2028

Cheryl H. Harris
Notary Public, State of South Carolina
My Commission Expires August 24, 2028

Exhibit "A"**Legal Description of Property**

ALL that certain lot, tract or parcel of land situate, lying and being 12.16± acres of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina. For a more particular description of said property, reference is made to that certain plat prepared by Hussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the Beaufort County Records in Plat Book 30, at Page 125, said real property being shown upon said plat.

AND ALSO, ALL that certain lot, tract or parcel of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 acres to be conveyed to Hilton Head Christian Academy," as more fully shown on the plat prepared by Surveying Consultants, Inc., Terry G. Hatchell, SCRLS No. 11059 dated June 9, 2009, and entitled "Boundary Recombination Plat of 0.193 acres, Gardner Drive, to be conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel R510 008 000 101B 0000 Lands of the Town of Hilton Head Island," which is recorded in the Beaufort County Records in Plat Book 128 at Page 79.

AND ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.22 acres, more or less, and being shown as Parcel II and Access Easement on that certain Plat prepared by Coastal Surveying Co., Inc., and recorded December 28, 1995 in the Beaufort County Records in Plat Book 54 at Page 187.

LESS AND EXCEPT ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.747 acres, more or less, and shown and described as "REVISED PARCEL B" on a plat entitled Boundary Recombination of Survey of Revised Parcel B, Gardner Drive & William Hilton Parkway, to be conveyed by the Town of Hilton Head Island, a Section of Honey Horn Plantation & Parcel II, Indigo Run Plantation," dated June 10, 2009, prepared by Surveying Consultants, Inc., certified by Terry G. Hatchell, SCRLS #11059, which is recorded in the Beaufort County Records in Plat Book 128 at Page 102.

Beaufort County TMS # R510-008-000-098A-00000 + R510-008-000-101B-0000

Exhibit "B"

Site Plan

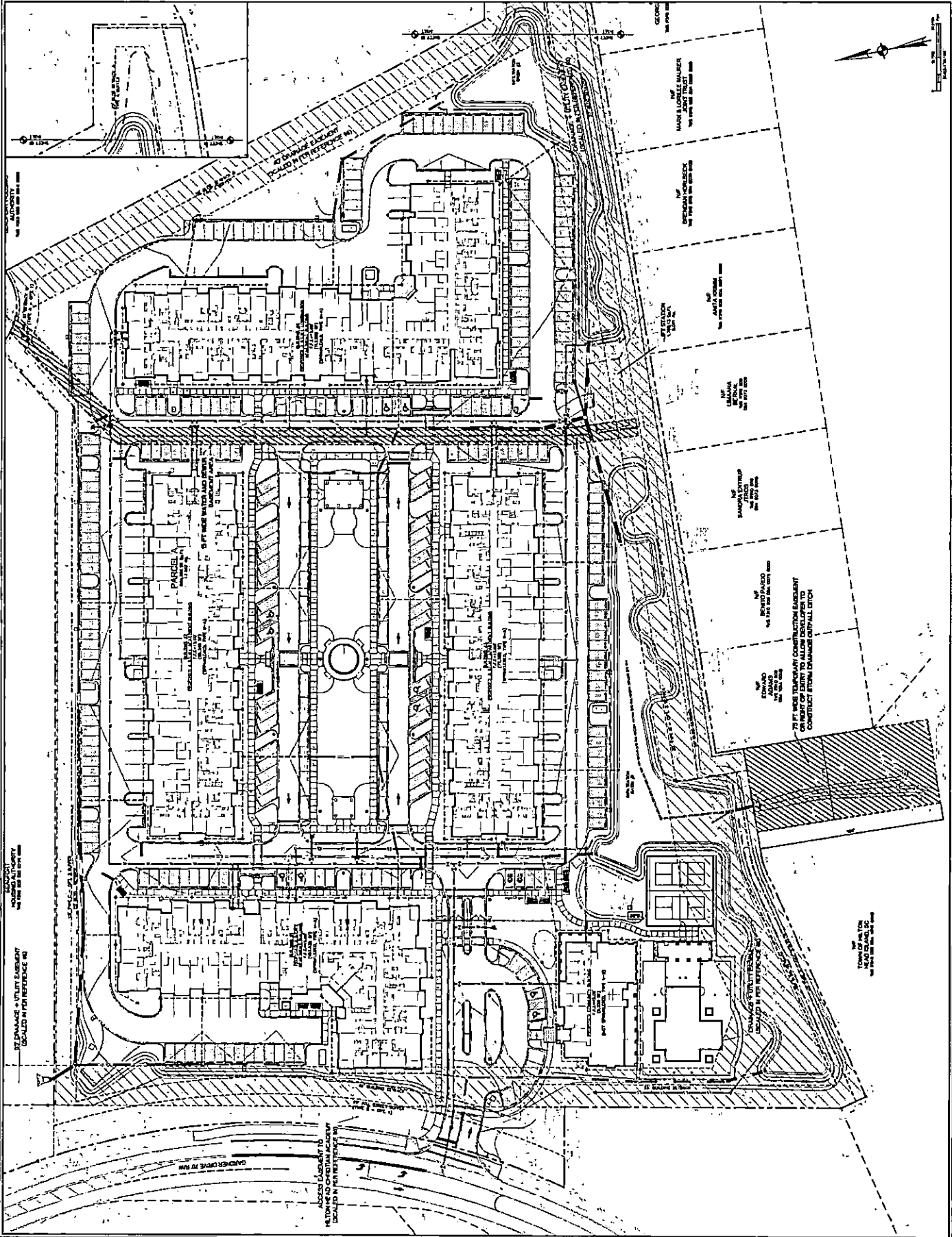


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	12/15/2011
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	



EASEMENT EXHIBIT
 55 GARDNER DRIVE
 NEW YORK, NEW YORK
 504 944, LLC
 12/15/2011
 12/15/2011

Item 18.
 EX



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT

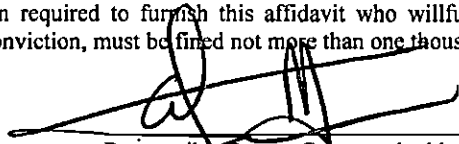
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being a portion of 55 Gardner Drive, Hilton Head Island, South Carolina bearing Beaufort County Tax Map Number - R510 008 000 098A 0000, was subjected to easement by AB PR QOZB II Property LLC to Beaufort County on October 6, 2020.
- 3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X _____ exempt from the deed recording fee because (See Information section of affidavit):

2
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ___ or No ___

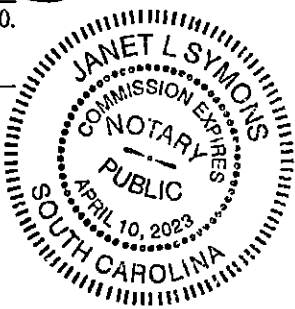
- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
- 5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
- 6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantor.
- 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



 Responsible Person Connected with the Transaction
 Walter J. Neeter, III, Attorney for Grantor

SWORN to before me this 15
day of October, 2020.

Janet L. Symons
 Notary Public for South Carolina
 My Commission Expires April 10, 2023





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS
MEETING NAME AND DATE:
PUBLIC FACILITIES AND SAFETY COMMITTEE – NOVEMBER 27, 2023
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator (10 mins.)
ITEM BACKGROUND:
Beaufort County, Town of Bluffton and BJWSA have been discussing/planning initiatives to address ways to stop the contamination of the May River for more than 7 years. <i>The Town of Bluffton and BJWSA have already approved this IGA.</i>
PROJECT / ITEM NARRATIVE:
<p>The joint goal of addressing sources of contamination in the May River has been a focus of local government councils and staff since as far back as 2014. Substandard and failing septic systems near the May River Watershed have been identified as sources of fecal coliform in the water. Areas of the May River are closed to harvesting, due this contamination.</p> <p>The Town of Bluffton and BJWSA has established priority areas and a plan of action to address areas as funding becomes available. This IGA addresses a specific priority area outside of the Town limits and in unincorporated Beaufort County, and is an area key to the health of the May River, as it is the headwaters and was identified as a high level contamination contributor.</p> <p>The total project cost is \$7,900,000. BJWSA made an application to the Rural Infrastructure Authority for grant funds under the SCIIP program; and was awarded funds in the amount of \$5,925,000. The Town and County propose to fund up to \$1,250,000 per entity for only those costs associated with the sewer project. BJWSA will solely fund the installation of water lines and connections, as water service is required. The “up-to” number is to provide for a contingency.</p> <p>Approval of this request will allow the immediate undertaking of final plans and construction of the project.</p>
FISCAL IMPACT:
THIS PROJECT WAS AN ORIGINAL ARPA PLANNED PROJECT. TOTAL FISCAL IMPACT \$1,250,000.00
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval</i>
OPTIONS FOR COUNCIL MOTION:

MOTION TO APPROVE/DENY “RECOMMEND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS”

MOVE FORWARD TO COUNCIL FOR APPROVAL/ADOPTION ON DECEMBER 11, 2023

STATE OF SOUTH CAROLINA) **INTERGOVERNMENTAL JOINT FUNDING**
) **AGREEMENT**
 COUNTY OF BEAUFORT) **(Stoney Creek Sewer Expansion Project)**

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) is entered into with an effective date of _____, 2023, (the “*Effective Date*”) by and among (a) Beaufort County, a political subdivision of the State of South Carolina (the “*County*”), (b) the Town of Bluffton, a South Carolina municipal corporation (the “*Town*”), and (c) Beaufort Jasper Water Sewer Authority, a political subdivision and a special purpose district of the State of South Carolina (the “*Owner*” or “*BJWSA*”) (with the County, the Town, and BJWSA collectively referred to as the “*Parties*”).

WHEREAS, the Parties each recognize that failing septic systems can negatively impact public health, environmental health, quality of life, and economic growth; and

WHEREAS, the Parties have documented that chronic leaks from the Stoney Creek watershed area's septic tanks have emitted fecal coliform into the upstream portions of the May River, having negative environmental impacts on commercial fishing, shrimping and oystering, negative impacts on eco-tourism companies, and negative impacts on recreation and recreation-based businesses; and

WHEREAS, for many years, the Parties have employed various initiatives individually to achieve the goal of cleaner water and reduction in septic use including the Bluffton Town Council's adoption of the May River Watershed Action Plan in 2011 to serve as a guide in support of protecting the May River watershed and the May River Watershed Plan Advisory Committee in 2012 to provide specific recommendations for implementation; and

WHEREAS, the May River Watershed Action Plan identifies both the elimination of and proper maintenance of septic systems within the May River watershed as key strategies to protect water quality; and

WHEREAS, the Parties identified an opportunity to collaborate together on these shared objectives with funding through the South Carolina Infrastructure Investment Program (“*SCIIP*”) grant, a one-time initiative to improve water, wastewater and stormwater systems throughout the state using federal funds allocated by the 2021 American Rescue Plan Act (“*ARPA*”); and

WHEREAS, the SCIIP grant application identified this project as the May River Watershed Master Plan – Phase I: Stoney Creek-Palmetto Bluff Road Sewer Service Area (the “*Project*”) which was awarded to BJWSA in April 2023 as the Owner of the sewer system; and

WHEREAS, the original scope of the sewer project is defined in the SCIIP grant application, and included the installation of a new sewer system for an estimated 150 individual connections with capacity to accommodate an additional 50 connections as shown on the map; however, due to the increase in pricing since the time of the grant application, the parties have agreed to revise the scope of work for the sewer project to limit the total project cost to \$7.9 million, inclusive of work required to provide new public sewer service and work required for downstream sewer system improvements to accommodate the additional sewer flow from the priority project area in **Exhibit 1**; and

WHEREAS, the estimated construction cost of the sewer project as submitted in the SCIIP application was \$7,900,000, comprised of \$5,925,000 (75%) of SCIIP grant funding and \$1,975,000 (25%) local match detailed in **Exhibit 2**; and

WHEREAS, The SCIIP grant requires that local funds be used to pay for septic tank decommissioning and new sewer service connections on private property which shall be the responsibility of the Town and County **and therefore, the local funds shall be used to pay for the costs associated with those line items as set forth in Exhibit 2 prior to the local funds being used for any additional portion of the project; and**

WHEREAS, the Town and County agree to forego their right to receive capacity credits for the cost of sewer infrastructure associated with this project in exchange for BJWSA waiving the sewer capacity fee charges for any parcel connecting to sewer as part of this project in the priority areas identified in **Exhibit 1**; and

WHEREAS, the SCIIP grant funding does not cover the water portion of the project and BJWSA will be responsible for all costs and fees associated with the water project and connections for the parcels connecting to sewer, which is estimated to be approximately \$3,300,000; and

WHEREAS, due to the disparity in the financial responsibility of the Parties as set forth above, the Parties understand that BJWSA may apply for other State and Federal grants, including but not limited to unspent SCIIP grant funds, but that the ability of BJWSA to secure satisfactory grant funding for the Project shall not constitute a condition precedent to or a mandatory requirement of the Parties' obligations hereto; and

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

Section 1 Roles and Responsibilities.

- a. BJWSA shall be the sole Owner of the infrastructure associated with the Project.
- b. BJWSA shall serve as the project manager. As the project manager, BJWSA shall manage the milestone schedule, the major elements of which include final engineered design, permitting, fully executing rights-of-way (temporary or permanent easements as needed), construction, and conducting testing and acceptance of the work. BJWSA shall use sound project management techniques in an effort to keep the Project on time and within budget.
- c. BJWSA shall seek any and all necessary easements in their name as Owner.
- d. BJWSA shall serve as the grant administrator, providing timely reports and retaining records as required by the grant terms and conditions.
- e. The Parties shall jointly provide community outreach and marketing of the Project to property owners and others within the Project area. As part of those efforts, the Town shall promptly provide the County and/or BJWSA with any relevant support materials reasonably requested to market the Project.
- f. The primary function of the County and the Town is to provide timely financial support for the Project and, to the extent permitted by law, to assist BJWSA in the community outreach and marketing for the Project. The non-grant expenditures and overages for the Project shall be split equally by the County and the Town.
- g. At the time it becomes aware of any potential schedule or cost overruns, or to any other material change required to the terms of this Agreement that pertains to the Project, BJWSA shall notify

the other Parties to obtain consent for a change order and/or a written amendment to this Agreement. All proposed or actual changes to the scope or any other increase to the Project budget are contingent upon approval and provision of funding for those increases by the governing bodies of the Town and the County.

- h. Any change orders to the design of the Project must be approved by the Town of Bluffton and Beaufort County within 15 days of receipt of the change order, provided such change orders are reasonably necessary for the completion of the Project.
- i. Sections 2.1.3 and 2.1.4 of the BJWSA's Sewer Use Regulation require the owner(s) of any house, building, trailer/mobile home/recreational vehicle, or property available for human occupancy, employment, recreation or other purpose that is located within 300 feet of any street, alley, or right-of-way in which there is public conventional sewer to connect to said sewer within sixty (60) days of the completion of the Project. The SCIIP grant requires that local funds be used to pay for septic tank decommissioning and new sewer service connections on private property, which shall be the responsibility of the Town and County as included and detailed in the budget cost estimate in **Exhibit 2**; provided, however, in the event that the costs associated with septic tank decommissioning and new sewer service connections exceeds those amounts detailed in the budget cost estimate, such excess amounts must be approved by the Parties in accordance with Section 1(g) of this Agreement.

Section 2 Financial Reconciliation.

- a. In its role as project manager, BJWSA shall have privity of contract with and supervision of all third-party vendors performing work on the Project.
- b. At BJWSA's discretion but not more often than once a quarter, the Parties shall reconcile expenditures incurred and paid by BJWSA for the Project by comparing actual costs to the budgeted costs. Costs shall not include BJWSA employee hours. All third-party expenditures must be directly related to the Project.
- c. Upon RIA's approval of the construction contract, the County and the Town shall remit their share of the matching funds required for the sewer portion of project to BJWSA by and through a check made payable to the Tupper, Grimsley, Dean and Canaday escrow account within ten (10) days after notice of the approval.
- d. The Parties recognize that Section 2.1.5 of BJWSA's Sewer Use Regulations provides that any property connected to BJWSA's wastewater system should also be connected to BJWSA's water system. Any direct or indirect costs incurred by the Parties in furtherance of this Project that may be attributable, in whole or in part, to the expansion, maintenance, or development of BJWSA's water system in the Project area shall be the sole and absolute financial responsibility of BJWSA and neither the Town nor the County shall be obligated to contribute financially to the same.
- e. Any disputes with regard to the expenditures related to the sewer portion of the project that cannot be resolved shall be submitted to mediation with a South Carolina Certified Mediator chosen by the Parties. In the event that the Parties cannot agree to such person, the Parties will submit the request to the Chief Administrative Judge for the Circuit Court of Beaufort County to designate a mediator to conduct the mediation. Mediation shall be non-binding.

Section 3 Schedule.

- a. The terms of the SCIIP grant require that all funds be committed by 12/31/2024 and expended by 06/01/2026.
- b. The SCIIP grant application projected the major milestone completion dates required to achieve the funds committed date and funds expended date. That schedule is: notice to proceed issued to design engineer October 2, 2023; final design complete, including obtaining all permits and easements by 10/1/2024; construction solicitation/advertise for bids/notice of award complete by 1/1/2025; construction start by 1/1/2025; construction complete by 5/1/2026. As project manager, BJWSA will finalize a more detailed project schedule and attach to this IGA as **Exhibit 3**, which shall be updated from time to time.
- c. As project manager, BJWSA will make every reasonable effort to adhere to the schedule, however the Parties acknowledge that there may be unforeseen circumstances, material availability issues, or other issues outside of BJWSA's control which may extend the schedule.
- d. All parties understand that the time limitations associated with the sewer project under the SCIIP grant schedule may result in a different completion date for the water project.

Section 4 General Provisions.

- a. The term of this Agreement shall be through 12/31/2026 or whenever the Project is finished, whichever is later. Termination of the Agreement in whole may only occur by an agreement by all the Parties.
- b. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without prior written consent of the Parties.
- c. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Agreement.
- g. All notices required under this Agreement shall be in writing via US registered mail or via email with confirmation of delivery receipt.
- h. The recitals contained herein above and the exhibits attached hereto are hereby incorporated within this Agreement so that their contents are made a substantive part hereof.
- i.

[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Intergovernmental Agreement.

WITNESS: BEAUFORT JASPER WATER SEWER AUTHORITY

By: _____
Verna Arnette, General Manager

WITNESS: BEAUFORT COUNTY

By: _____
John Robinson, Beaufort County Administrator

WITNESS: TOWN OF BLUFFTON

By: _____
Stephen Steese, Town Manager

EXHIBIT 1
MAP OF PROJECT AREA

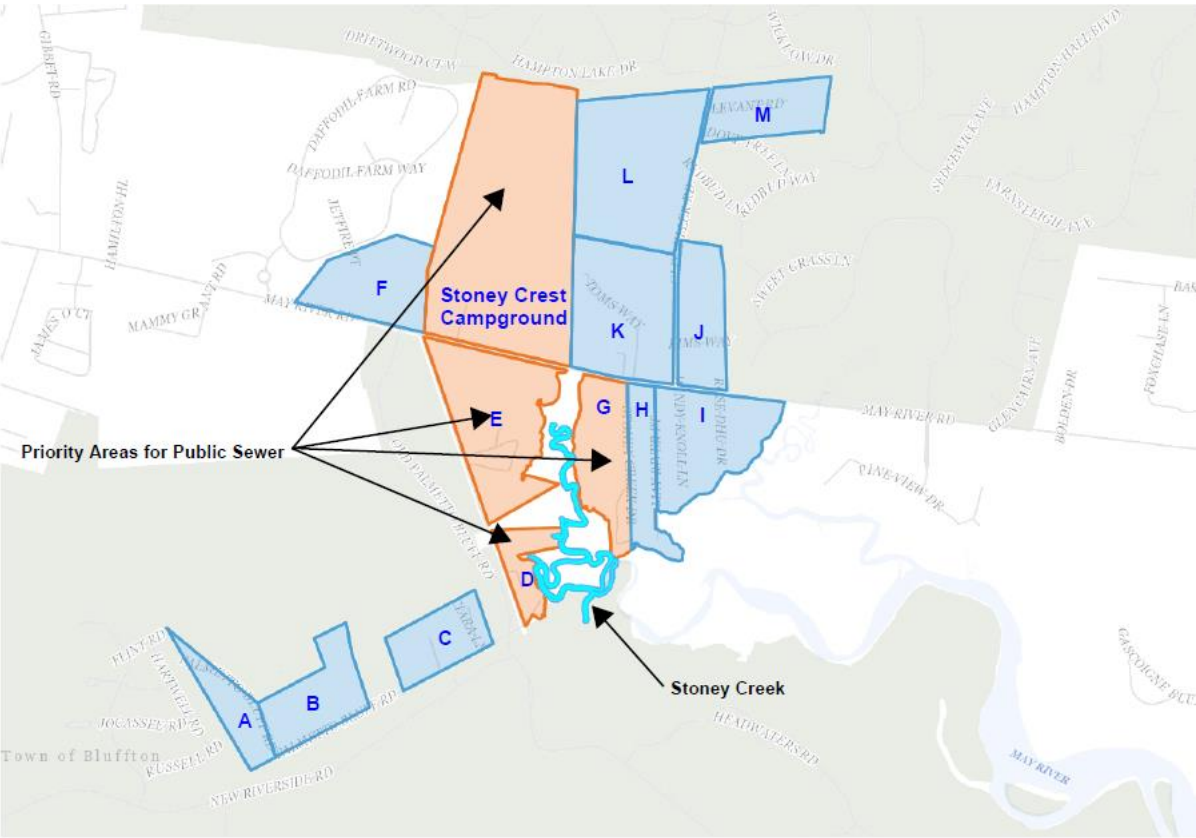


EXHIBIT 2

<u>LOW PRESSURE GRINDER BUDGET COST ESTIMATE</u>					
MAY RIVER WATERSHED SEWER IMPROVEMENTS					
October 9, 2023					
<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Extension</u>
AREA 1					
1	Grinder Pump Station Install at Campground	1	EA	\$50,000	\$50,000
2	Grinder Pump Station Install at Parcels	12	EA	\$10,000	\$120,000
3	Decommission Septic Tanks (<i>demolish septic tank, install new service lateral to structure</i>)	12	EA	\$5,000	\$60,000
4	3" Conveyance Force Main to MH CP 100-055A	6,900	LF	\$35	\$241,500
5	3" Conveyance Force Main - HDD Across Stoney Creek	1,000	LF	\$65	\$65,000
6	Connect 3" Force Main to MH CP 100-055A	1	EA	\$4,000	\$4,000
7	Inline 3" Air Release Valves and Manhole (<i>assume every 1000'</i>)	8	EA	\$5,000	\$40,000
8	2" Collection Force Main	0	LF	\$30	\$0
9	Inline 2" Air Release Valves and Manhole (<i>assume every 1000'</i>)	0	EA	\$5,000	\$0
10	Clearing / Grubbing (<i>FM Length x 5 feet wide clear/grub area adjacent to roadway</i>)	34,500	SF	\$15	\$517,500
11	Dirt Road Restoration	0	LF		
12	Dirt Road Restoration - Regrade Entire Road (<i>15 feet wide road</i>)	0	SF	\$1	\$0
13	Dirt Road Restoration - Clean Fill / Scrapped w/ V-Ditch (<i>5 feet wide</i>)	0	SF	\$15	\$0
14	Dirt Road Restoration - Undistributed Backfill (<i>25% Pipe Length x 5 feet wide x 3 feet deep</i>)	0	CY	\$24	\$0
15	Engineered Backfill/Compacted Subgrade (<i>10% of Line 19</i>)	0	CY	\$40	\$0
16	Flowable Fill in lieu of Compacted Subgrade	50	CY	\$203	\$10,125
17	Open Cut & Patch Asphalt per SCDOT Regulations (<i>30% of FM length x 10 ft width = pavement impact</i>)	20,700	SF	\$25	\$517,500
18	Asphalt Overlay per SCDOT Regulations (<i>30% of FM length x 10 ft width = pavement impact</i>)	20,700	SF	\$10	\$207,000
19	Downstream Sewer Improvements (<i>new pumps and wet well addition to CP 100</i>)	1	EA	\$750,000	\$750,000

AREA I - Construction Subtotal	\$2,582,625
---------------------------------------	--------------------

AREA 2					
1	Grinder Pump Station Install at Parcels	41	EA	\$10,000	\$410,000
2	Decommission Septic Tanks (<i>demolish septic tank, install new service lateral to structure</i>)	41	EA	\$5,000	\$205,000
3	3" Conveyance Force Main to Stoney Crest Campground	5,500	LF	\$35	\$192,500
4	Inline 3" Air Release Valves and Manhole (<i>assume every 1000'</i>)	6	EA	\$5,000	\$30,000
5	2" Collection Force Main	3,200	LF	\$30	\$96,000
6	Inline 2" Air Release Valves and Manhole (<i>assume every 1000'</i>)	4	EA	\$5,000	\$20,000
7	Clearing / Grubbing (<i>FM Length x 5 feet wide clear/grub area adjacent to roadway</i>)	43,500	SF	\$15	\$652,500
8	Dirt Road Restoration	3,200	LF		\$0
9	Dirt Road Restoration - Regrade Entire Road (<i>15 feet wide road</i>)	48,000	SF	\$1	\$48,000
10	Dirt Road Restoration - Clean Fill / Scrapped w/ V-Ditch (<i>5 feet wide</i>)	16,000	SF	\$15	\$240,000
11	Dirt Road Restoration - Undistributed Backfill (25% Pipe Length x 5 feet wide x 3 feet deep)	12,000	CY	\$24	\$288,000
12	Engineered Backfill/Compacted Subgrade (<i>10% of Line 14</i>)	1,200	CY	\$40	\$48,000
13	Flowable Fill in lieu of Compacted Subgrade	50	CY	\$203	\$10,125
14	Downstream Sewer Improvements (see Phase I)	0	EA	\$370,000	\$0
AREA 2 - Construction Subtotal					\$2,240,125

AREA 3					
1	Grinder Pump Station Install at Parcels	6	EA	\$10,000	\$60,000
2	Decommission Septic Tanks (<i>demolish septic tank, install new service lateral to structure</i>)	6	EA	\$5,000	\$30,000
3	2" Collection Force Main	2,300	LF	\$30	\$69,000
4	Inline 2" Air Release Valves and Manhole (<i>assume every 1000'</i>)	3	EA	\$5,000	\$15,000
5	Clearing / Grubbing (<i>FM Length x 5 feet wide clear/grub area adjacent to roadway</i>)	11,500	SF	\$15	\$172,500
6	Dirt Road Restoration	2,300	LF		

7	Dirt Road Restoration - Regrade Entire Road (15 feet wide road)	34,500	SF	\$1	\$34,500
8	Dirt Road Restoration - Clean Fill / Scrapped w/ V-Ditch (5 feet wide)	11,500	SF	\$15	\$172,500
9	Dirt Road Restoration - Undistributed Backfill (25% Pipe Length x 5 feet wide x 3 feet deep)	8,625	CY	\$24	\$207,000
10	Engineered Backfill/Compacted Subgrade (10% of Line 12)	863	CY	\$40	\$34,500
11	Flowable Fill in lieu of Compacted Subgrade	50	CY	\$203	\$10,125
12	Downstream Sewer Improvements (See Phase I)	0	EA	\$370,000	\$0
AREA 3 - Construction Subtotal					\$805,125
					\$5,627,875
CONSTRUCTION SUB TOTAL = AREA 1 + AREA 2 + AREA 3					
A	General Conditions & Mob/Demob (5%)				\$281,394
B	Construction Contingency (10%)				\$562,788
C	Professional Fees (20%)				\$1,125,575
E	Total Pipe Length	18,900	LF		
F	Easements (full pipe length x 15 foot width)	6.51	Acre	\$50,000	\$325,413
G	Fee Simple Purchase (0.5 Acre at Stoney Crest Plantation Campground and access road)	0.50	Acre	\$50,000	\$25,000
TOTAL PROJECT COST - AREA 1 + AREA 2 + AREA 3					\$7,948,044

EXHIBIT 3**Table 2: Proposed Project Schedule**

Task	Anticipated Time
BJWSA ISSUES NOTICE TO PROCEED FOR DESIGN SERVICES	12/1/2023
KICKOFF MEETING WITH BJWSA	12/4/2023
SURVEY COMPLETE	2/02/2024
30% - PROJECT DESIGN	4/5/2024
60% - PROJECT DESIGN	7/12/2024
90% - PROJECT DESIGN	10/18/2024
LAND ACQUISITION COMPLETE	11/8/2024
PERMITTING COMPLETE	11/8/2024
100% - PROJECT DESIGN	11/15/2024
BID ADVERTISE DATE	12/6/2024
BID OPEN DATE	1/10/2025
BJWSA ISSUES NOTICE TO PROCEED FOR CONSTRUCTION	2/3/2025
CONSTRUCTION SUBSTANTIAL COMPLETION/PUNCHLST	4/1/2026
PUNCHLIST ITEMS COMPLETE	5/1/2026
RECEIVE AND PROCESS FINAL CONTRACTOR PAYMENT	5/15/2026
COMPLETE CLOSEOUT WITH RIA	6/1/2026

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE TOWN OF BLUFFTON AND BEAUFORT JASPER WATER SEWER AUTHORITY (THE PARTIES), FOR THE JOINT FUNDING OF THE STONEY CREEK SEWER EXPANSION PROJECT.

WHEREAS, Beaufort County has received American Rescue Plan Act (ARPA) funds and County Council has allocated funds for the purpose of undertaking or funding water & sewer projects in Ordinance 2022/06; and

WHEREAS, Beaufort County (County), the Town of Bluffton (Town), and Beaufort-Jasper Water Sewer Authority (BJWSA) have recognized that failing septic systems negatively impact public health, environmental health, quality of life, and economic growth; and

WHEREAS, the Parties have documented that chronic leaks from the Stoney Creek watershed area’s septic tanks have emitted fecal coliform into the headwaters of the May River, negatively impacting the environment, commercial fishing, shrimping, oystering operations, eco-tourism, recreation, and public health; and

WHEREAS, the Parties applied for and received a South Carolina Infrastructure Investment Program ("SCIIP") grant in the amount of \$5,925,000 from the South Carolina Rural Infrastructure Authority’ for the project in 2023. The project application detailed the target of the Stoney Creek watershed area to fund the system expansion and up to 200 individual connections to the new sewer while decommissioning existing and failing septic tanks; and

WHEREAS, the grant is to cover approximately 75% of the estimated costs of the project and requires the 25% match and overages to be provided by the Parties; and

WHEREAS, the County’s contribution would be a maximum of \$1,250,000.00; and

WHEREAS, the Parties desire to enter into a mutually beneficial agreement to address the scope of the project, the schedule, the budget, and the allocation of cost sharing attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into an Intergovernmental Agreement for the Stoney Creek Sewer Expansion Project.

DONE this 11th day of December, 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk To Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO AUTHORIZE THE INTERIM ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH LOWCOUNTRY FERRY, LLC FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND
MEETING NAME AND DATE:
Public Facilities and Safety Committee - November 27, 2023
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator <i>15 Minutes</i>
ITEM BACKGROUND:
<p>In September of 2023, County Council approved a contract addendum to the current Ferry Contract held by Haig Point Community Association in order to continue service through January 15, 2023, as the current provider expressed that they could no longer provide the service at the contract rate due to issues of uncertainty and risk.</p> <p>At that point staff initiated a new RFP process in order to engage a company in a long-term contract to provide affordable ferry service to and from Daufuskie Island. The new contract will be for a 5-year term with two possible renewals in order to allow the provider to properly plan capital expenses in order to operate a sustainable service.</p>
PROJECT / ITEM NARRATIVE:
<p>A RFP was put out for Ferry Services Provision on September 20, 2023. The new contract period will be for a 5-year term with two possible renewals in order to allow the provider to properly plan capital expenses in order to operate a sustainable service.</p> <p>Proposals in response to the solicitation were due on Friday October 20, 2023.</p> <p>The County received 3 proposals.</p> <p>Lowcountry Ferry, LLC is recommended to be awarded a contract to provide ferry services for Beaufort County. (Scoresheet is attached)</p> <p>Lowcountry Ferry, LLC’s proposed cost for this service is \$365,000 per year.</p> <p>The cost for the 6 months of FY24 of the contract will be at most \$250,000. The additional costs in the first 6 months will cover temporary lease expense on Tanger Outlet welcome center and Melrose Landing until the County acquires Melrose Landing and establish proper parking at the embarkation site on the mainland. The current contract expires January 15, 2024. This proposal will result in a substantial savings versus our current contract as well as the other two proposals.</p> <p>Additionally, Lowcountry Ferry Services, LLC has offered a temporary docking facility to the County Ferry so that the pending court order can be complied with more easily.</p>

FISCAL IMPACT:

\$250,000 in this budget year. (General Fund Fund Balance)
\$365,000 annually beginning in the new budget year.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends that Council authorize the Interim County Administrator to negotiate and enter into a contract with Lowcountry Ferry, LLC for, at most, this amount for the provision ferry services and assistance in complying with the standing court order.

OPTIONS FOR COUNCIL MOTION:

(Motion to approve/deny "AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO NEGOTIATE AND CONTRACT WITH LOWCOUNTRY FERRY, LLC, AS A RESULT OF THE RECENT RFP PROCESS, FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND")

(Move forward to Council for Approval on date December 11, 2023)

Daufuskie Island Ferry Services			
RFP 102023			
Summary Score Sheet			
Evaluators	<u>Name of Company</u>	<u>Name of Company</u>	<u>Name of Company</u>
	<u>Poseidon Ferry</u>	<u>LowCountry Ferry</u>	<u>Haig Point Ferry</u>
Evaluator 1	79	69	92
Evaluator 2	86	83	78
Evaluator 3	65	86	74
Evaluator 4	70	75	65
Evaluator 5	65	80	68
TOTALS:	365	393	377
1. LowCountry Ferry	393		
2. Haig Point Ferry	377		
3. Poseidon Ferry	365		