



Public Facilities Committee Meeting

2021 COMMITTEE OBJECTIVES

1. TRANSPORTATION
2. SOLID WASTE & RECYCLING
3. COUNTY FACILITIES
4. AIRPORTS
5. DAUFUSKIE FERRY
6. CAPITAL INVESTMENT

Chairman
STU RODMAN

Vice Chairman
YORK GLOVER

Committee Members
CHRIS HERVOCHON
BRIAN FLEWELLING
MARK LAWSON

Interim County Administrator
ERIC GREENWAY

Clerk to Council
SARAH W. BROCK

Staff Support
JARED FRALIX
CHUCK ATKINSON

Administration Building
Beaufort County Government
Robert Smalls Complex
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Public Facilities Committee Agenda

Monday, April 19, 2021 at 2:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

ALL OF OUR MEETINGS ARE AVAILABLE FOR VIEWING ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV AND CAN ALSO BE VIEWED ON HARGRAY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

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. **CITIZENS COMMENTS** - CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 161 373 3248

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner, appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

AGENDA ITEMS

6. CONSIDERATION OF AUTHORIZATION TO PROCEED WITH DESIGN AND PERMITTING OF SC 170 IMPROVEMENTS BETWEEN 278 AND 462 ON AN EXPEDITED BASIS, NOT TO EXCEED \$300,000.00
7. CONSIDERATION OF AUTHORIZED TO PROCEED WITH CONCEPTUAL IMPROVEMENTS (POST TOLL REMOVAL AND PRE-278 CORRIDOR CONSTRUCTION) ON AN EXPEDITED BASIS TO RELIEVE CONGESTION AND IMPROVE SAFETY, NOT TO EXCEED \$100,000.00
8. CONSIDERATION OF RECOMMENDATION TO PROCEED WITH 2022 TRANSPORTATION SALES TAX REFERENDUM FOR EITHER 4 YEARS OR MORE
9. CONSIDERATION OF A RECOMMENDATION TO PROCEED WITH A BOND ANTICIPATION NOTE (BAN) AND/OR OTHER FINANCING TO FUND THE HILTON HEAD AIRPORT TERMINAL AND URGENT PROJECTS INCLUDING POTENTIAL FEDERAL INFRASTRUCTURE BILL PROJECTS

- [10.](#) UPDATE ON SOLID WASTE AND RECYCLING, INCLUDING THE CONVENIENCE CENTERS, THE DECAL SYSTEM, AND THE ENTERPRISE FUND, INCLUDING SETTING MILLAGE
- [11.](#) UPDATE ON LADY'S ISLAND ACCESS ROADS, AND US 21 CORRIDOR IMPROVEMENTS
12. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX
- [13.](#) RECOMMENDATION OF AWARD RFQ#040920E 2018 ONE CENT SALES TAX CONSTRUCTION ENGINEERING & INSPECTION SERVICES (\$3,347,718.68)
- [14.](#) RECOMMENDATION OF AWARD FOR IFB #031021 HVAC AND CONTROL ENERGY MANAGEMENT SYSTEM REPLACEMENT FOR THE DETENTION CENTER (\$1,548,125.00)
- [15.](#) RECOMMENDATION FOR ADDITIONAL WORK - BEAUFORT COUNTY ROAD RESURFACING YEAR 4 CONTRACT (\$399,517)
- [16.](#) RECOMMENDATION TO AWARD IFB#021121E EARTHWORK & SITE UTILITIES AT MYRTLE BUSINESS PARK COMMERCIAL DEVELOPMENT (\$367,562)
- [17.](#) RFQ 100820 PARKS AND RECREATION MASTER PLAN CONSULTING SERVICES CONTRACT AWARD RECOMMENDATION
- [18.](#) RECOMMENDATION TO AWARD ACCESS CONTROL AND SECURITY CAMERAS CONTRACT FOR THE SHERIFF'S OFFICE 1501 BAY STREET (\$61,662.37)
- [19.](#) RECOMMENDATION OF AWARD IFB#030421E BLUFFTON POOL RESURFACING (\$60,892.50)
- [20.](#) COMMERCIAL PROPERTY LEASE AGREEMENT –30 HUNTER ROAD, HILTON HEAD ISLAND, SC 29926 - APAC-ATLANTIC INC. (FISCAL IMPACT: \$12,600.00 INCOMING FUNDS)
- [21.](#) COMMERCIAL PROPERTY LEASE AGREEMENT UPDATE FOR STONEWORKS, LLC
(FISCAL IMPACT: MINOR AMOUNT OF FORGONE REVENUE, REVENUE THAT DOES NOT CURRENTLY EXIST)
- [22.](#) LEASE AGREEMENT FOR THE LOBECO LIBRARY WITH THE BEAUFORT COUNTY SCHOOL DISTRICT. (\$1 FOR THE TERM OF THE LEASE)
- [23.](#) AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENTS #901550 & 901551 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY
- [24.](#) INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND TOWN OF YEMASSEE FOR SPECIAL PROJECTS AND ASSOCIATED SERVICES
- [25.](#) REAPPOINTMENT OF BRUCE KLINE FOR A **4TH TERM** TO THE CONSTRUCTION ADJUSTMENT AND APPEALS BOARD WITH AN EXPIRATION DATE OF 2025.
1st TERM- 2008
2nd TERM- 2011
3rd TERM- 2015 (Expired in February 2019)
26. ADJOURNMENT



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Update on Convenience Center changes and Decal System
MEETING NAME AND DATE:
Public Facilities Committee – April 19, 2021
PRESENTER INFORMATION:
Cindy Carter, Solid Waste and Recycling Director Jared Fralix, ACA-Engineering (Alternate) (Time Needed for Item Discussion = 5 minutes)
ITEM BACKGROUND:
Implementation of operational changes to the Beaufort County Convenience Centers as reflected in the Goldsmith report of November 2019. New hours and days of operation began October 1, 2020. Closure of Pritchardville and Gate Centers December 31, 2020. Decal system initiated January 2, 2021
PROJECT / ITEM NARRATIVE:
Progress Update
FISCAL IMPACT:
Pending: Cost impact to be evaluated after implementation of Convenience Center changes and effective Decal System.
STAFF RECOMMENDATIONS TO COUNCIL:
Update only
OPTIONS FOR COUNCIL MOTION:
Update only



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
US 21 Corridor Improvements Public Meeting Summary and Recommendation
MEETING NAME AND DATE:
Public Facilities Committee – April 19, 2021
PRESENTER INFORMATION:
Jared Fralix – Assistant County Administrator, Engineering (5 mins)
ITEM BACKGROUND:
Beaufort County conducted a US 21 Corridor Improvements Virtual Public Meeting from February 8, 2021 through March 7, 2021 to reintroduce the US 21/SC 802 Mainline Corridor Improvements, provide an update on the projects, and receive comments on the conceptual exhibits.
PROJECT / ITEM NARRATIVE:
<p>It is recommended to proceed into the design phase for the US 21/SC 802 Corridor Improvements. The design process should further review the viability to incorporate the vision of the Lady’s Island Plan Implementation Committee/Lady’s Island Village Center Task Force for a “walkable village concept” along US 21 BUS (Sea Islands Parkway) to include the intersection of Sea Islands Parkway/Lady’s Island Drive/Sam’s Point Road intersection. These improvements should also consider access management and bicycle and pedestrian accommodations. The improvements would also be coordinated with SCDOT.</p> <p>In addition, the proposed improvements would be coordinated with improvements as required by development agreements. For example, the White Hall Plantation Development proposed improvements were shown on the exhibits with West Area Exhibits 1-4 tying to their improvements. Dependent upon a development’s implementation, the developer may construct their proposed improvements prior to the sales tax project, or they may make a financial contribution for their required improvements and their improvements would be incorporated into the overall sales tax project. With either option, the sales tax project’s design would be coordinated with a development’s required improvements.</p> <p>Beaufort County awarded Stantec the Design and Engineering for this project and received a Notice to Proceed on March 15, 2021.</p>
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
For discussion only.
OPTIONS FOR COUNCIL MOTION:
For discussion only.

Beaufort County conducted a US 21 Corridor Improvements Virtual Public Meeting from February 8, 2021 through March 7, 2021. A Virtual Town Hall was also held on February 18, 2021 to discuss the proposed projects and it provided an opportunity for “live, on-air comments” with team members or written comments to be read on-air and addressed by team members. A video of the presentation was published on the virtual meeting website. The meeting involved US 21 BUS/US 21 (Sea Island Parkway) from Woods Memorial Bridge to Chowan Creek Bridge and US 21 (Lady’s Island Drive)/SC 802 (Sam’s Point Road) from Rue Du Bois to Miller Drive.

This meeting was revamped from traditional in-person public meetings due to the pandemic. The meeting creation was a collaboration of the County and J. Bragg Consulting, Inc. with exhibits provided by Stantec Consulting Services Inc.

Meeting Summary:

Time Period: February 8, 2021 through March 7, 2021 – 28-day virtual meeting hosted on www.BeaufortCountyPenny.com

A Virtual Town Hall was conducted on February 18, 2021 at 6 pm. It was hosted live on The County Channel, Comcast Channel 2, Hargray Channels 9 and 113, and Spectrum Channel 1304, or by a link on the website.

Advertisements:

- Press Releases for virtual public meeting & town hall on February 8, 2021
- Intermediate Press Release reminder on February 10, 2021 – this included one week extension for Lady’s Island Access Roads Virtual Public Meeting
- Virtual Town Hall Promotional Commercial beginning February 12, 2021
- E-mail Newsletters sent on February 10, 2021; February 18, 2021; and March 6, 2021
- 20 Sales Tax “Yard” Signs were placed along access roads and US 21/SC 802 corridors

In addition to the above, information was sent to several homeowners’ associations (HOA) through their “Contact Us” forms or their contact was sent an e-mail asking if they would inform their members of this meeting. These HOA’s were contacted: Celadon, Distant Island, NewPoint, Royal Pines, and Walling Grove.

Public Comments:

Virtual Town Hall: Citizens were allowed to register to make a “live, on-air comment” or provide a written comment to be read aloud and addressed by team members during the Question & Answer (Q&A) Session for the Virtual Town Hall on February 18, 2021. 6 citizens submitted a written comment for the Q&A Session; no one registered to make a “live, on-air comment”. The comments were read aloud and addressed by team members. The Virtual Town Hall and Q&A Session was recorded and a video was posted to the virtual public meeting webpage. Also, only 1 comment pertained specifically to the US 21 Corridor Improvements Virtual Public Meeting; the other 5 comments concerned the Lady’s Island Access Roads Virtual Public Meeting.

Virtual Public Meeting: 40 citizens provided comments with a few providing more than one comment. There were 4 ways to comment: Online Comment Form, e-mail, mail, or Virtual Town Hall Q&A Session. Online Comment Forms and written responses with a valid address will receive a mailed response to their comments. A few also used the



standard website "Contact Us" form.

On the Online Comment Form, they were asked if an exhibit was "Preferred" or "Not Preferred". They were also asked to rank each one - Vehicle Capacity and Bicycle/Pedestrian Facilities - on a scale of 0 to 10 with 10 as the most important. In addition, they were asked if they currently use the existing bicycle/pedestrian facilities and if they would use the bicycle and pedestrian improvements by selecting "Yes" or "No".

On the Online Comment Form, they could choose to submit a response to one, none, or all of the exhibits. This is a summary of those who completed the Online Comment Form:

Exhibit	Selection of Exhibit	
	Preferred	Not Preferred
East Area Exhibit 1	9	7
West Area Exhibit 1	12	10
West Area Exhibit 2	4	16
West Area Exhibit 3	6	15
West Area Exhibit 4	7	14

Pedestrian and Bicycle Accommodations		
Question	Yes	No
Do you currently utilize the existing bicycle/pedestrian facilities?	14	19
Would you use the proposed bicycle and pedestrian improvements?	17	16

Rank the Importance of:	Average Rank (Scale from 0-10)
Bicycle/Pedestrian Facilities	5.3
Vehicle Capacity	5

The above charts represent 35 comment forms which were submitted, but not all provided a response to each selection. A tabulation summary for the above charts is included as the last page. They were also provided the opportunity to submit a written comment and these are summarized for each exhibit. Also, 5 citizens submitted comments using the standard website "Contact Us" form or by e-mail. These comments are summarized under the appropriate exhibit along with other written comments from the Online Comment Form.

It should be noted a "General" comment section was not provided on the form; however, during the review, multiple comments pertained to other projects or more than one or all exhibits. These comments are summarized under this "General" heading instead of with an exhibit.

Additional and on-going coordination with the Lady's Island Implementation Plan Committee as well as the Lady's Island Village Center Task Force is underway. This coordination began on January 13, 2021.





Highlights from the comments are:

- Multiple comments about Lady’s Island Access Roads with the most concerning Sunset Boulevard and Miller Drive West with varying opinions.
- Raised and concrete medians received mixed reviews.
- Suggestions were made for another project not included in the referendum:
 - Northern Bypass Bridge/Tunnel – included in various comment

Recommendations:

It is recommended to proceed into the design phase for the US 21/SC 802 Corridor Improvements. The design process should further review the viability to incorporate the vision of the Lady’s Island Plan Implementation Committee/Lady’s Island Village Center Task Force for a “walkable village concept” along US 21 BUS (Sea Islands Parkway) to include the intersection of Sea Islands Parkway/Lady’s Island Drive/Sam’s Point Road intersection. These improvements should also consider access management and bicycle and pedestrian accommodations. The improvements would also be coordinated with SCDOT.

In addition, the proposed improvements would be coordinated with improvements as required by development agreements. For example, the White Hall Plantation Development proposed improvements were shown on the exhibits with West Area Exhibits 1-4 tying to their improvements. Dependent upon a development’s implementation, the developer may construct their proposed improvements prior to the sales tax project, or they may make a financial contribution for their required improvements and their improvements would be incorporated into the overall sales tax project. With either option, the sales tax project’s design would be coordinated with a development’s required improvements.

Comment Summary

Note: Comments are copied as is with no editing.

General

Note: One comment attached at the end as it was three pages.

- Main Take-always...
 - **raised and planted medians will restrict access and traffic flow to LI businesses and have a detrimental effect on our local economy. They are nice in concept but the reality is very different. They are expensive to maintain (we sponsored one on Sam’s Pt road years ago and finally let it go bc of the expense). They look terrible if not maintained adequately.
 - **routing traffic through peripheral roads and residential streets damages the ambiance of LI. Widen Hwy 21 so that traffic will not be diverted to residential streets. Removing sidewalks from Hwy 21 would allow the space to widen roads. Put the bike and pedestrian paths on residential roads NOT main highways.
 - **spend money improving the existing roads NOT paving new roads
- I am not exactly clear where to Make general comments so I will make them here. Hwy 802 - if lights are deemed to be needed, I implore you to spread them out a bit - perhaps a light at Beaufort academy Fairfield/ Newpoint - then at Walgreens - then at rue debouis/club rd and then again at cat island/ meridian. Placing lights behind Publix at Hazel farm Gay drives and at miller are simply too close to the main intersection at Walgreens.





- I live along this corridor and have a lot of issues with the plans that are being developed. Not one goal is "to create a place". Every plan I see is about moving cars down a corridor that has a bridge that opens and closes at the end of it. Capacity shouldn't even be discussed going east on this corridor. We should focus on slowing cars down and creating place for the residents of Lady's Island to go. I'm an architect and urban planner. Native to Beaufort and been here 50 glorious years now. My parents moved off of Lady's Island in 1980 because it was getting too congested! LOL. It's been 40 years now and actually not much has changed. Is there more traffic? Yes. Are there more people? Yes. I've been following plans for Lady's Island for the last 25 years. Adding lanes to the east corridor is absolutely ridiculous. There's a 2 lane bridge at the end of it. Adding right of way in this area is even more absurd. Let's use the existing right of way appropriately first! The existing travel lanes are WAY TOO BIG!!!!!! The existing median is WAY TOO BIG!!!!!! Let's shrink them down and slow the cars down. After you do that, there is plenty of room in the existing right of way to improve the sidewalks and bike paths. Most of this can be done with a little paint (by the way) and we can put our pennies back to work on creating a good place and not purchasing right of way. In full disclosure, I personally have plans for my site that include building to the existing right of way as proposed in the city's (and previous county's) master plans. I purchased this location based on those visions. The second phase of my development plans will not work with any ROW expansion. That's certainly a personal issue, but I'm guessing I'm not alone in this. I know this is a challenging project, but this solution is a fail. So that I'm not 100% negative....I'm not opposed to any of the planned red lights... *(This comment was made for West Area Exhibits 1-4)*
- I am concerned about the raised medians and green space barriers requiring so many right turn only areas at business locations, like Professional Village and the Walgreens to Waffle House area. If I am going to pick up a prescription from North Sam's Point Road, I cannot return with any degree of convenience without having to do a u turn on the two most congested roads on the island. I do not see any way for one to Get back heading east or north
- While it is appreciated that we are given the opportunity to ask questions and make comments, it is very frustrating that the concerns of the residents of Lady's Island are not taken seriously. I have yet to meet anyone who wanted all the trees cut down on Sam's Point to build the Oyster Bluff community. Residents are against the building that is going to happen on Miller Rd. E., yet it is going to happen. It seems to me that if the City of Beaufort can annex property on Lady's Island, and allow building that residents do not want, then we should at least be allowed to vote for the leaders of the city. We pay taxes yet get no vote. We pay taxes yet get no say.

As for the road/traffic improvements, they are needed. One only needs to stand at the corner of Sam's Point and Sea Island Pkwy. to know there is a traffic problem. Instead, nearly \$90,000 was spent on a traffic study. What is desperately needed is another means of egress from the island. When so much building is being allowed and so many more people moving to the area, what is the current bridge traffic going to be like should we have to evacuate? The need for another bridge has been brought up repeatedly (from what I understand it was first mentioned about 40 years ago!), yet the consistent reply is either no reply or not enough money. It is time for the powers that be to seriously think about what is going to happen to this small island in the future. We will not have to worry about climate change sinking us, we are sinking ourselves.

- No additional traffic lights, especially at Meridian Road! Remove the lights at Beaufort High School and close that as an entrance or exit. This will cause major traffic congestion at the bridge which WILL impact traffic flow downtown, at Sams Point Road, as well as Sunset Bluff. No concrete medians or planters. The plants impede vision when trying to cross into oncoming traffic. Stop building on every single piece of gorgeous wooded area and the traffic would not be an issue. Stop doing what citizens have said no to! *(This comment was made for each exhibit)*





- THIS IS A GENERAL COMMENT RE BEAUFORT GROWTH I am a rather recent emigre' to Beaufort having moved here last fall from Austin, Texas. And I bring with me many insights on rapid growth in what had been a quiet town. I have seen successes and failures. My new community is a smaller version of what I've seen.

The Sam's- Sea Island(21) intersection area must not be screwed up. Nor should quiet neighborhoods be ruined in misguided efforts to ease traffic flow.. I do not live on Sunset. Of course I wish I did. But still I support keeping that street as uncongested as possible. ANY effort that can be seen as a Short-cut onto Sam's will be massively abused by those most in a hurry. Worst of all worlds will ensue.

Other general comment is I have seen Austin spends -literally - millions of dollars for bike routes as a certain group said soon a many will commute on bikes. But about all we get are guys in spandex arrogantly biking in car lanes and holding up all and placing themselves at risk and the City and driver's in potential liability status. And almost no "civilian commuters" on way to/from work

Don't waste a lot of money on intersection; you'll get about 1 biker pre 100K\$ spent.

- I own property at 131 Sea Island Parkway, Beaufort, SC 29907.

It is imperative that the Sea Island Parkway does not become a major automobile thoroughfare! Currently, the corridor moves traffic as quickly as possible into downtown Beaufort. Adding more lanes and putting medians, even if they are very pretty medians such as were installed in the City's Boundary Street project, will only result in a "pretty highway" designed to move traffic from Sams Point Road/Lady's Island Drive across the Woods Memorial Bridge and then through downtown Historic Beaufort.

Let's also remember that the Woods Memorial Bridge is a two lane bridge as is Carteret Street on the North side of the Woods Bridge. Increasing the number of lanes on the Lady's Island side of US21 leading up to the bridge will then only result in a "parking lot" as the Woods Bridge and Carteret Street can only accommodate a much lower traffic throughput.

The corridor from Sams Point Road/Lady's Island Drive to the foot of the Woods Memorial Bridge should become an extension to downtown Beaufort. It should be pedestrian and walking friendly. Car traffic should be slowed down. Traffic lights should be added. Sidewalks and bike paths should be widened. Cross walks should be added. This area should be a destination, as is downtown Beaufort, NOT a thoroughfare as it is currently and how all of the proposed plans suggest it remaining.

Please also remember that Lady's Island Drive is already a four lane highway on and off of Lady's Island. Lady's Island Drive connects cars to the four lane bridge and to Ribaut Road which itself is a four lane road. Ribaut Road then takes cars South toward Shell Point on a four lane road or North on a four lane road to Boundary Street which itself is a four lane road.

- As a business owner near the bridge, it would not be a good idea to implement raised concrete dividers causing our customers to have to make u-turns in order to come up to the restaurant. This would definitely impact our business negatively as we are a no-wait culture and people may go somewhere else instead of being imposed upon to come to our restaurant. *(This comment was made for each exhibit.)*
- I just don't like the plan of using Gay Road for traffic to/from Sea Island Parkway. I think using Dow/Cougar intersection is better.. (Take traffic from Hazel Farm Road to Meadowbrook/Dow via a new road through vacant land or use Lopo Road. Or, maybe the route could go through that junkyard on Meadowbrook and eliminate an environmental/eyesore problem!) I just don't like the Gay Road proposal and the U-turns being proposed to eliminate left hand turns. (There will be many of them by parents dropping off/picking up middle school students then trying to go east on Sea Island .) And, consider some of those U-turns must be done by school buses trying to go east on Sea Island Parkway from Cougar Drive. .Not good!..

I have five comments for consideration, but not sure under which alternative I should place.: 1. At the intersection of Sea Island Parkway and Lady's Island Drive when traveling East - why isn't a right turn lane





included (would require taking some land from the dentist office). There is not a huge volume of traffic turning right at the location, but would help to move traffic thru the intersection. And, it would be consistent with right turn lanes elsewhere at that intersection.. 2. Please have a left turn lane onto Sunset Blvd. from Sea Island. It would reduce left turns at the Sams Point Road stoplight and give residents living on Sunset (and in Oyster Bluff) ability to get home without going down Sams Point Road.. 3. I don't think you need to allow a left turn from Sumerset Blvd. onto Sea Island. I see few vehicles making this turn and most businesses to the west of Sunset e.g. the Dairy Queen) have entrances from Sunset. . Have traffic going West from Sunrset go east to Meridian and do a U-turn. (Most drivers wanting to go west on Sea Island Pkwy would soon learn to take Miller to Sams Point Road and make a left turn at Sams Point/Sea Island intersection.) 4. Please get bicycle traffic off of main roadway onto a bike/pedestrian path like was done on the new Boundary Street section. Just don't need bikes on this section of busy roadways.. 5. I sure like the idea of double left hand turn lanes at the intersection of Sea Island Pkwy/Sams Point Road. If don't do now, will be back in a few years to do later..

- PLEASE do not "kill" the businesses at Tidewatch" business park by putting concrete medians....andplease put in the Meadowbrook Road.
Thank you!
- I am concerned with regard to a possible median proposed (placed)in front of Lady's Island Professional Village. My husband &I own 2 building in this complex, (4 business total) The only alternative entrance is thru the residential homes (roads) in the back of the complex. Please reconsider as the turn out, & into situation from Sea Island pkwy will lessen the ability to do business there
- Mayfair Court appears to show a proposal to have a raised concrete medium that would allow only right in and right on turns. If residents are coming from Highway 21 (lady's Island Drive) there will be no way to turn left to get to our properties. The options would be to continue down Sam's Point road several blocks and then to make a u-turn somewhere. That does not seemed to be defined. It also would be unadvisable given the traffic congestion and speed currently on this road. It will be increasing in the future. Please reconsider the actual car movement of residents accessing this road. One option was to turn left onto Sunset Blvd & highway 21 But that means coming through Williams Street which is a private road. Also will the mayfair court be connected to Williams.

As a second concern. Mayfair court is currently not paved. If traffic is diverted to Mayfair Court as proposed the road must be paved.

The Ladys Island Shopping Center is proposed to have all access reduced by limiting all drive to right in right out. Both versions show a raised medium at all entrances (hard to be sure). The proposed plan is inconsistent with other commercial properties such as the Professional Offices at Sonic and the Grayco shopping center which do not have mediums but have high accident rates. One solution that appears obvious is to remove the traffic signal at the High School entrance and install a new light at Sunset Bluff Road. This is in accordance with the SCDOT spacing requirements of traffic signals and breaks the highway into two roughly equal sections between the proposed signal at Meridian and the exiting signal at Walgreens.

It would be an error to do the improvements to divert traffic away from the signal at Walgreens by using the parallel path on Sunset Blvd and not install the Signal. It would only increase traffic at the worst intersection (Walgreen) by having traffic turn right out of ht shopping center and attempting to do a uturn at the signal at Walgreens. We need a signal at Sunset Blvd.





- Although there is no specific box for it, I also strongly support use of the Complete Streets strategies— installing medians for access management, vegetative buffers and multi-use pathways, bicycle and pedestrian lanes, and streetscaping.
- Voicing concern regarding proposed road changes that would cause difficulty ingress and egress from Professional Village Office Park. Also, worried of proposals that would encourage traffic cutting through our property.
- I oppose the median on Hiway 21 in front of Professional Village connecting Mayfair CT to the parking lot.
- My concern is with the raised planted medians proposed along Sams Point Rd , from the area of Robin Ln past Mayfair Ct. The businesses located in this area have been in operation for 20 plus years. some of which are dependent on deliveries by tractor trailer vehicles. There are no other routes of access to them, access to and from the businesses in the area would be further restricted to normal vehicle traffic by making it a right turn only area. This area to the best of my knowledge has never had a high accident rate like the area around the intersection of US21 and 802. If the reason for the proposed medians is for looks, they are not worth the sacrifice, as they may cause some businesses to close or relocate.
- Do not push traffic through residential streets amid Sunset and Miller. This is only going to increase the through traffic and make our road more dangerous. Daily, cars use this short cut at high rates of speed which puts residents in danger. Multiple people have died on Sunset Blvd as a result of high speeds. Additionally, this will increase walking traffic which will lead to outsiders hanging around this area. I consider an outsider someone who doesn't live on one of the two roads. Poor planning from the commercial developments has caused this traffic issue and I do not think it is fair to negatively impact residents to bairdaid the problem. Y'all really need to focus on a third bridge going from Boundary St to Brickyard. Y'all are ignoring the main problems which are the bottle neck bridges. NO TO CHANGES ON SUNSET BLVD AND MILLER DR
- My bottom line and all those who live on or around Sunset and/or who have businesses on Sea Island Parkway is:
 1. No raised medians or "greenspace" on Sea Island Parkway that would obstruct access to businesses in any way, or impede emergency response vehicles and services. - as a side note: When the County asked for 15 feet of our storefront at the Lighthouse Center area back in the late 1960s early 1970s to widen the road and allow for a turning lane/emergency vehicle lane, my dad agreed. If that is not what that property will be used for, then we want that space back.
 2. No light At Sunset Boulevard or Miller. No roundabout on Sunset. We do not want to shunt any traffic through our purely residential neighborhood, in fact we (all residents) would propose stop signs a tevery street intersection and the installation of speed humps along Sunset to slow and calm traffic. We feel we must discourage people from cutting through our very narrow street at excessive speeds. We would also like to lower the speed limit to 25 mph and for sure remove the residual (from the Oyster Factory days) passing lane that exists in front of my house at 86 Sunset Blvd. Also, bus traffic and other wide loads and construction vehicles should be discouraged from cutting through our neighborhood. Maybe the stop signs, lower speed limit and speed humps will solve that issue too.
 3. If you are truly interested in investing in safer, more coherent and reasonable traffic patterns, build the Northern Bypass Bridge/Tunnel that has been studied in Beaufort since approximately 1975. This would immediately relieve traffic flow through the City of Beaufort over the Woods Bridge and over the McTeer Bridge through both the City of Port Royal and the City of Beaufort for all vehicles who live and/or work





on the Sea Islands and desire to travel to the MCAS, Seabrook, Yemassee, Charleston and all points North. This would provide smoother ingress and egress for the Sea Islands, allow for new infrastructure to be brought to the Sea Islands to include Power, Water, Sewer, Communications, and Natural Gas for smarter growth, and provide a robust pathway onto the Sea Islands for emergency response and for escaping the Sea Islands in the case of natural disaster and severe storms. Remember the hurricane of 1893 where approximately 2,500 residents of Saint Helena could not get off the island and drowned? Folks this is a must-do traffic flow, smart growth, and humanitarian issue and you need to address it seriously. *(This comment was made for West Area Exhibits 1-4 and it goes with the 8th bullet for East Area Exhibit 1)*

- My comments pertain to the area by Dow Road and Cougar Drive. I do not understand why a light would be installed at Cougar Drive that is only used for that street when Dow Road is right there as well. Why not make that light be able to control the whole intersection and for those people coming out on Dow who want to turn left be able to do that. Also this allows people who are coming to Lady's Island from Dataw and Fripp to be able to turn left onto Dow at the light. Creating a true intersection only makes sense in this area as well as for the businesses in TideWatch. Let's not destroy those businesses by putting in a median that really serves no purpose.
- Please no barrier medians with plantings & pushing traffic turns where u-turns will be the effect. (Don't make it look like Boundary Street, please.)

Please no traffic circles.

Please no small interior neighborhood roads being turned into major traffic thoroughfares.

Please align roads where possible for classic intersections with lights - like Cougar Drive, Hwy 21 and State Road S-7-493; Rue Du Bois, Lady's Island Dr & Kemmerlin Dr; Meridian Rd, Lady's Island Drive & Islands Causeway; Meridian Rd, Hwy 21 & Whitehall Boat Landing; Miller Drive & Sams Point Road; and Miller Drive and Sunset Bluff Road.

Consider a merge lane of Sunset Bluff Road onto Hwy 21 by Fuji/Uppercrust.

Consider use / extension of Meadowbrook Drive as alternative to Gay Drive & Ferry Road - do what you can to avoid pure residential streets from becoming large arteries for flow.

Please add sidewalks & bike lanes to Meridian Road & connect them to the "bridge loop". *(This comment was made on East Area Exhibit 1 and West Area Exhibits 1-4).*

- How will customers and employees turn left out of and into businesses on Sams point rd if there's a concrete median in the center? I.e. AW constant construction, Trask and Lynn accounting, net solutions, executive flight training, and Tileology. *(This comment was made on East Area Exhibit 1 and West Area Exhibits 1-4).*
- I own Lady's Island Marina, plus 4 commercial lots along Sea Island Parkway. My property includes the Dockside Restaurant and all the land which runs from the Fillin' Station to Mameem and Maudie's, directly across from Butler Marine - so 65-73 Sea Island Pkwy. I would like to be informed on anything that might impact access to my multiple businesses.

If it is the city's idea to place medians along Sea Island Pkwy, in front of any of the addresses above





mentioned, I would be incredibly opposed as I've seen what that effort did to businesses along Boundary Street over by Sea Eagle restaurant, the former Applebees, Bi-lo etc... It decimated those businesses and destroyed the value of their property.

- While I recognize the interest in developing the Lady's Island corridor, it is my opinion that the boundary street project had a negative impact on all the businesses that ran along that street, where medians were placed, forcing traffic to only turn into the flow of traffic versus having the ability to travel either direction upon entry or exit from the business. *(This comment was made on East Area Exhibit 1 and West Area Exhibits 1-4).*
- Please complete the construction of the right turn lane at the intersection of Sea Island Parkway and Lady's Island Drive. There should be done before any other improvements are considered. I believe that the right turn lane at Walgreens will alleviate so many problems that the rest of these proposals could be discontinued
- I do not support any of the alternatives that include medians on Hwy 21 between the bridge and the Sams Point Intersection or widening this section of the road. Medians and widening the road will severely limit revenue for some businesses and even force some along this corridor to close. I also foresee a bottle neck here with additional lanes added to this section of Hwy 21 as the bridge will remain two lanes. Many on Lady's Island do not want to see what happened with the Boundary Street "improvements" happen here. We want to keep our Island as close as possible to what is now. Please stop the over development of Lady's Island forcing these changes or seek to really deal with the issues by building a third bridge.

I also oppose a stop light and dedicated right turn lane at Sams Point Rd and Miller Drive. This is clearly designed to route highway traffic through a residential area. The addition of a right turn lane at the Sams Point/Hwy 21 intersection should greatly reduce backup at this intersection. Why not wait to see how this improvement affects traffic before even thinking about routing highway traffic through residential streets? This is ludicrous. By the same token, I oppose a light and dedicated turn lanes at Hwy 21 and Sunset Blvd for the same reasons. While a light at this intersection is not currently proposed, the individuals in the February 18 virtual meeting talked about this being a real possibility in the future. Please work to manage traffic on 802 and 21 without rerouting traffic through residential neighborhoods and without harming existing businesses. Additional turn lanes, shifting lanes during "rush hours" (like they do in larger cities which basically requires additional signage) would go a long way to improve the traffic issues along with less build out. *(This comment was made for West Area Exhibits 1-4).*

- I strongly support the concept of complete streets with great sensitivity to protecting the character of the island and the marsh environment. It would destroy the character of the place to widen Highway 21 from the Woods Bridge to Sam's point. We should be much more aware that we cannot continually keep up with unrestrained growth by surrendering to the traffic it produces.

East Area Exhibit 1

- Need to add connector in order to access Taco Bell and other businesses BEFORE median is constructed. Need to allow access for left turn exits onto Hwy 21.
- This process is objectionable. The website pictures are not clear. The maps are inconsistent. Nothing should be done on any of the matters until the people of the community can meet face to face with the decision makers and the maps can be explained and questions and answers and an in person dialogue can happen. This is a violation of due process.





Having said that, under objection, I can't understand why you would put a raised median in front of the entrance to a neighborhood, specifically Lost Island.

Confusing

We need a face to face meeting with questions and answers

- Love the use of raised planted medians
- There is currently a serious bottleneck occurring in front of Taco Bell during peak hours with motorists rushing to merge right before current signal light. Additional through lanes at this intersection should help tremendously.
- -Support East Area Concept Plan, including new through lanes, medians for safety and access management, and multi-use pathways. *(Two citizens made this comment)*
- I support the East Area Concept Plan, including new through lanes and medians for safety and access management
- Airport frontage road should include bike and pedestrian lanes. Frontage road should be located where it has the least environmental impact to wetlands, trees, etc.
- My feeling is that the bottom line that you will discover from almost all those who live on the Sea Islands and/or who have businesses on Sea Island Parkway/Highway 21 is:
 1. No raised medians or "greenspace" on Sea Island Parkway/Highway 21 that would obstruct access to businesses in any way, or impede emergency response vehicles and services.
 2. If you are truly interested in investing in safer, more coherent and reasonable traffic patterns, build the Northern Bypass Bridge/Tunnel that has been studied in Beaufort since approximately 1975. This would immediately relieve traffic flow through the City of Beaufort over the Woods Bridge and over the McTeer Bridge through both the City of Port Royal and the City of Beaufort for all vehicles who live and/or work on the Sea Islands and desire to travel to the MCAS, Seabrook, Yemassee, Charleston and all points North. This would provide smoother ingress and egress for the Sea Islands, allow for new infrastructure to be brought to the Sea Islands to include Power, Water, Sewer, communications, and Natural Gas for smarter growth, and provide a robust pathway onto the Sea Islands for emergency response and for escaping the Sea Islands in the case of natural disaster and severe storms. Remember the hurricane of 1893 where approximately 2,500 residents of Saint Helena could not get off the island and drowned? Folks this is a must-do traffic flow, smart growth, and humanitarian issue and you need to address it seriously. *(This comment goes with the 19th bullet for the General comments)*
- No raised medians!!!!

West Area Exhibit 1

- Traffic signal is crucial for the White Hall development and access to trails/ park areas. Do not need light at gay drive. Move traffic light to align with cougar drive. and dow drive. Can be routed down Lupo Drive.





- NO raised or planted medians to prevent access to turn in and out of businesses or LIMS.
- The entrance to the high school should be off of hwy 802 - the traffic light should be at rue du bois and club road. As it is drawn the proposed light is too close to the light at publix and walgreens. This road should not go on Gaye drive but rather - if necessary - on the road behind Gaye Drive.

Confusing

- If current Beaufort High School signal is removed, you MUST be sure to include the new traffic signal at Meridian rd. Since the pedestrian bridge on the Woods Memorial Bridge is only accessible via the south side of US 21, we need to ensure that there is an intersection with a light to allow pedestrian/cyclist traffic to safely cross US 21. Without one of those two signals, the closest intersection that can be used to safely cross US 21 as a pedestrian/cyclist is Sams Point Rd -- way too far off, especially for anyone who is not crossing that intersection as they are approaching downtown

Love the use of raised planted medians

- -Support West Area Alternative 1—no widening between Whitehall and Sam’s Point Rd, which would be inconsistent with the Lady’s Island Plan and the vibrant, mixed-use, walkable Village Center along that section of the U.S. 21 corridor.
-Support use of Complete Streets strategies—medians for access management, vegetative buffers and multi-use pathways, bicycle and pedestrian lanes, and streetscaping.
- No widening of U.S. 21 between Whitehall and Sam’s Point roads.
Support use of Complete Streets strategies—medians for access management, vegetative buffers and multi-use with pathways/bicycle and pedestrian lanes, and streetscaping.
- What I like:
The improvement to Meridian intersection.
The simplicity of utilizing (for the most part) existing roadway with only lane modifications to modify traffic patterns for turns. Seems this would be more cost effective solution.

Questions:

What is the purpose of the light at Hazel Farm? Is there a high school access road to be added behind Crystal Lake?

Is the intent for high school traffic going back into town to use Youmans to Meridian to Sea Island for their left hand turn?

Would the only access to Walgreens and Wells Fargo be right in/right out from each respective direction? No left turns into either?

How is this intended to impact the already difficult left turns onto Sea Island from Grayco/Bill's shopping center; from Youmans?

- Leave Sunset Blvd, a residential road, alone. It is too busy already
Do not put a light at Miller W.
Do not put a light at Youmans Rd.
Agree with removal of current Beaufort Hi light on Hwy 21
Agree with light at Meridian
Agree with light at Rue De Bois

Confusing:

US 21 (Sea Island Pkwy): From Sam’s Point Rd/Lady’s Island Dr intersection to Causeway:

-New right turn lane onto Sam’s Point Rd ? We already have one. We need dedicated left and right lanes plus two thru lanes where Sams Pt Rd becomes US 21.





Forget sending Through traffic from Sams Pt Rd via Miller Dr and Sunset Blvd. Two through lanes currently being built should eliminate any need to route traffic thru Miller/Sunset. Especially if the light is removed at the High School and that entrance is right in and right out only.

P.S. These alternatives 1 thru 4 are very hard to comprehend. I don't like any of them the way they are currently written.

- Like the fact that 21 isn't widened between Whitehall and Sam's Point Rd to keep traffic speeds slower and make the street a bit more bike/pedestrian friendly especially considering all the retail/shopping opportunities.
Beaufort HS access should align with Hazel Farms with a traffic light, and the Middle School access at Gay Drive on 21 should have a traffic light.
Seems like putting a traffic signal at Cougar Dr is too close to the signal at Gat Drive--any better solution? The Middle School access road needs bicycle and pedestrian lanes.
Mayfair Court should extend to William Street, connecting to Miller West Drive, and to the proposed new signal on Sam's Point Rd, and to Sunset Blvd without having to drive down Sam's Point Rd.
Like the alignment of Sunset Blvd and Miller Dr West with a signal intersection at Miller Dr West and Sam's Point Rd. This should also include bicycle and pedestrian lanes.
In general, any road improvements which can funnel neighborhood traffic to neighborhood destinations without having to use 21, Sam's Point Rd, or Lady's Island will alleviate pressure and hopefully speeds on the main roads.

- With regards to any raised medians being planned, please DO NOT utilize raised medians on our island. The businesses that exist on our island are 95% small business, and can not withstand any challenge to getting vehicles into and out of their business establishments. The sheer number of employees whose jobs and livelihoods would be endangered by the weakening or closure of these businesses would have a tremendous impact on the economics of the area. LEAVE paved middle lanes, not raised medians. Do NOT make any right in/right outs to make customers travel further to reach a business destination. They simply will choose another business that might be easier to get to without the traffic hassle.

DO NOT KILL OUR BUSINESS ON LADYS ISLAND!!!!!!!!!!

- I would like to see:
No widening of U.S. 21 between Whitehall and Sam's Point roads, and
Use of Complete Streets strategies—medians for access management, vegetative buffers and multi-use with pathways/bicycle and pedestrian lanes, and streetscaping.

West Area Exhibit 2

- Prefer to use Rue du Bois and place traffic light at Rue du Bois and 802.
- NO raised or planted medians to prevent cars from turning! How are the customers at Lowcountry Insurance supposed to turn left if they live down Sam's Pt or out toward St Helena? U turns are NOT safe.

NO raised or planted medians in front of Professional Village Dr. TONS of businesses in this complex that will be adversely affected bc of access.

NO raised or planted medians in front of Cougar Dr and Dow Rd. Buses need to turn left toward St Helena safely. Place a stoplight at this intersection





- Same objection as above, but let me clarify - this is akin to the mind game in the Parade magazine on Sunday in the newspaper where you have to tell the difference between seemingly exactly the same picture. What is different? (This comment is with 3rd bullet on West Area Exhibit 1)

Confusing

- If current Beaufort High School signal is removed, you MUST be sure to include the new traffic signal at Meridian rd. Since the pedestrian bridge on the Woods Memorial Bridge is only accessible via the south side of US 21, we need to ensure that there is an intersection with a light to allow pedestrian/cyclist traffic to safely cross US 21. Without one of those two signals, the closest intersection that can be used to safely cross US 21 as a pedestrian/cyclist is Sams Point Rd -- way too far off, especially for anyone who is not crossing that intersection as they are approaching downtown

Love the use of raised planted medians

- -Any widening between Whitehall and Sam's Point Rd would be inconsistent with the Lady's Island Plan and the vibrant, mixed-use, walkable Village Center along that section of the U.S. 21 corridor.
- What I don't like:
Impacts some buildings that house businesses that I frequent.

Questions:

What is the purpose of the light at Hazel Farm? Is there a high school access road to be added behind Crystal Lake?

Is the intent for high school traffic going back into town to use Youmans to Meridian to Sea Island for their left hand turn?

Would the only access to Walgreens and Wells Fargo be right in/right out from each respective direction? No left turns into either?

How is this intended to impact the already difficult left turns onto Sea Island from Grayco/Bill's shopping center; from Youmans?

- Disagree with any increase of traffic on to Sunset Blvd via Miller Dr.
Oppose a new light at Miller because we are already fixing the congestion at the 802/21 intersection by adding an additional thru lane. There is already too much thru traffic using Sunset Blvd without any more encouragement.
- More lanes on 21 between Whitehall and Sam's Point Rd a non starter.
- Place a traffic light at the intersection for the LI middle school across from Dow Road on 21. These busses need the safety and security of controlled entry and exit. Do not risk the lives of the children without a traffic signal.

West Area Exhibit 3

- No raised or planted medians in front of Cougar Dr and Dow Rd
- This is the plan where you take Youmans and make it the main entrance to the high school - placing a light right next to the publix walgreens intersection and making one side of the intersection empty into a doctor's office parking lot. 1. too much going on on 21 2. light too close to large intersection with a light 3. one have of the intersection that you are creating is going into a parking lot of a doctor's office.





Clearly the doctor's office will greatly benefit with A plus hwy access while other businesses are getting medians put in front of their roadway access. Not ok for you all to pick winners and losers on which businesses get good road access and which businesses get cut off from ingress and egress traffic.

Make all cars going from woods bridge to Sunset take a u turn to do so.

DO NOT PUT A RAISED MEDIAN ON HIGHWAY 21 blocking in and out both left and right to and from the Ladys island Professional village. There are 30+ businesses that employ citizens that have offices there and we don't need to be driven out of business because you block customers from getting to our businesses.

- STRONGLY opposed to converting Sunset blvd to only right in/right out. Removing the option to turn left off of US 21 to Sunset would significantly inconvenience myself and all other residents along Sunset blvd.

If current Beaufort High School signal is removed, you MUST be sure to include the new traffic signal at Meridian rd. Since the pedestrian bridge on the Woods Memorial Bridge is only accessible via the southside of US 21, we need to ensure that there is an intersection with a light to allow pedestrian/cyclist traffic to safely cross US 21. Without one of those two signals, the closest intersection that can be used to safely cross US 21 as a pedestrian/cyclist is Sams Point Rd -- way too far off, especially for anyone who is not crossing that intersection as they are approaching downtown

Love the use of raised planted medians

- Making Sunset Blvd. a right in/right out intersection would prevent myself and many other residents in our neighborhood from accessing it coming from the direction of the Woods Memorial Bridge. Allowing u-turns at the next proposed signal seems difficult with larger vehicles or trailer
- This is my favorite alternative. I'm glad to see 21 widening to 5 lanes. The Sunset Blvd "right in right out" conversion is great - this will keep traffic moving eastbound on 21 - not backing up with people trying to turn left on Sunset.

Also, as a resident on Sunset, I can say all of us prefer this option - no matter what, with these changes you are pumping more traffic down Sunset and Miller - RESIDENTIAL streets - making them less safe for residents, pedestrians, etc. At least with the "right in right out" conversion, we won't have quite as many "cut throughs" zooming through our neighborhood.

- -Any widening between Whitehall and Sam's Point Rd would be inconsistent with the Lady's Island Plan and the vibrant, mixed-use, walkable Village Center along that section of the U.S. 21 corridor.
- What I like:
The improvement to Meridian intersection.
The addition of a light a Youmans for high school students taking a left turn to head towards the bridge at the end of the school day.
The consistency of two lanes of thru traffic throughout, with a middle landing zone lane for left hand turns from shopping centers.

Questions:

What is the purpose of the light at Hazel Farm? Is there a high school access road to be added behind Crystal Lake?

Would the only access to Walgreens and Wells Fargo be right in/right out from each respective direction? No left turns into either?

How is this intended to improve the already difficult left turns onto Sea Island from Grayco/Bill's shopping center; from Youmans?

Could the two left turn lanes incorporated into Exhibit 4 be added to this plan? If so, this would be one of my most preferred options.





- Disagree with any increase of traffic on to Sunset Blvd via Miller Dr.
Oppose a new light at Miller because we are already fixing the congestion at the 802/21 intersection by adding an additional thru lane.
Limiting access to/from the High School on to Ladys Island Dr. by removing the light and adding new access via lights at Meridian and Rue De Bois will significantly improve the traffic flow from Beaufort via the old Bridge on to Ladys Island Eastbound.
- See exhibit 2 above. *(This comment goes with 8th bullet on West Area Exhibit 2)*
- No raised medians on Lady's island. This restricts access to businesses. Everyone hates the way Beaufort city was destroyed with raised medians and lack of forethought.

Do not kill our businesses!!!

West Area Exhibit 4

- Don't need to add access through Horton property across the road from Gay Drive.
- Although not completely satisfied with every aspect of this option, I think it's best to have the dual left turn lanes onto Sam's Point and LI Drive bc of the high volume of traffic going in those two directions...especially at peak travel times.
Keep Cougar Dr where it is and have stoplight at its intersection with Dow Rd so that bus traffic can turn left safely.
NO raised or planted medians anywhere on the island like the ones on Boundary St. It will kill LI businesses because of difficulty of access. Also they are too much maintenance and will look terrible just like the ones that are already on Sam's Pt Rd.
- Same objection - can't tell what's different. Please do not place a median in front of the north and southbound access to the Professional Village Office Park. *(This goes with 2nd bullet on West Area Exhibit 3)*

Confusing

- If current Beaufort High School signal is removed, you MUST be sure to include the new traffic signal at Meridian rd. Since the pedestrian bridge on the Woods Memorial Bridge is only accessible via the southside of US 21, we need to ensure that there is an intersection with a light to allow pedestrian/cyclist traffic to safely cross US 21. Without one of those two signals, the closest intersection that can be used to safely cross US 21 as a pedestrian/cyclist is Sams Point Rd -- way too far off, especially for anyone who is not crossing that intersection as they are approaching downtown

Love the use of raised planted medians

- I believe the dual left turn lanes coupled with the proposed additional through lanes will go a long way towards alleviating backups in both directions on Sea Island Parkway. As a resident on Miller Dr W, I'm concerned the proposed signal light to be installed at 802/Miller Dr W will route heavy traffic through our residential neighborhood, however the dual left turn lanes onto Sam's Point Rd could encourage most vehicles to use the main intersection instead of cutting through our neighborhood to catch the proposed new signal light.
- This is far and away best idea. Maximum turning lanes Northwards at Intersection is only solution. And easier this is the less hauling ass short-cutters there will be on Sunset. Next most-needed change is going S on 21 at that Intersection. 1 Lane southward and the R-hand turn lane combine to jam things up. Make R lane a through lane. An added R-turn only is a bonus but secondary to moving more cars quickly S towards Riibout area





THIS IS ONLY OPTION THAT WILL MEASURABLY WORK AND HELP

- I hate this, because this would damage the businesses in the Professional Village. We need customers and owners to be able to turn in from both directions, and to be able to leave both left and right. This alternative would hurt our business. Please don't kill our Lady's Island businesses like what happened on Boundary Street - a real shame.
- -Any widening between Whitehall and Sam's Point Rd would be inconsistent with the Lady's Island Plan and the vibrant, mixed-use, walkable Village Center along that section of the U.S. 21 corridor.
- What I like:
The improvement to Meridian intersection.
The dual turns lanes from Sea Island to Sam's Point and Lady's Island Roads.
The consistency of two lanes of thru traffic throughout, with a middle landing zone lane for left hand turns from shopping centers.

Questions:

What is the purpose of the light at Hazel Farm? Is there a high school access road to be added behind Crystal Lake?

Is the intent for high school traffic going back into town to use Youmans to Meridian to Sea Island for their left hand turn?

Could the light a Youmans be added to this plan? If so, this would be one of my preferred options.

Would the only access to Walgreens and Wells Fargo be right in/right out from each respective direction? No left turns into either?

How is this intended to improve the already difficult left turns onto Sea Island from Grayco/Bill's shopping center; from Youmans?

- Dual left turn lanes from Ladys Island Dr Westbound to 802 Southbound to new Bridge is a good idea. Disagree with any increase of traffic on to Sunset Blvd via Miller Dr. Oppose a new light at Miller because we are already fixing the congestion at the 802/21 (Sams Pt Rd/Ladys I Dr) intersection by adding an additional thru lane and a dedicated right turn lane.
- See exhibit 2 above.
Also two left turn lanes are overkill and not required. (*This comment goes with 8th bullet on West Area Exhibit 2*)
- No raised medians



General Comment: Added in its original format and noted at the beginning of the "General" section

Info on the traffic design, construction projects listed on www.beaufortcountypenny.com.

West Area Exhibits 1 through 4 are invalid and cannot legally be funded by the 2018 1-cent transportation tax. Meridian Road and White Hall Plantation are not included in the Lady's Island Corridor Study **dated May 19, 2017**. See below.

Beaufort County Ordinance 2017.34

Section 2.12.

The revenues of the tax collected in each county pursuant to this section must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of the revenues, the State Treasurer shall distribute the revenues and all interest earned on the revenues while on deposit with him quarterly to the county in which the tax is imposed, and these revenues and interest earnings **must be used only for the purpose stated in the imposition ordinance.**

Section 2.3.

The Projects and a description of the projects for which the proceeds of the tax are to be used are as follows:

Lady's Island Corridor Traffic Improvements – Roadway traffic improvements between the Woods Memorial Bridge and the Chowan Creek Bridge as outlined in the Lady's Island Corridor Study **dated May 19, 2017**, \$30,000,000.

Appendix A. Form of Ballot, Local Question 2A

Lady's Island Corridor Traffic Improvements: Roadway traffic improvements between the Woods Memorial Bridge and the Chowan Creek Bridge as outlined in the Lady's Island Corridor Study **dated May 19, 2017** . \$30,000,000

Sample advertising.

<https://www.wtoc.com/2018/10/30/beaufort-county-voters-decide-penny-sales-tax/>

October 30, 2018 at 5:02 PM EDT - Updated October 30 at 8:00 PM

BEAUFORT COUNTY, SC (WTOC) - Next week, Beaufort County voters will decide if they want to pay an extra penny to fund road, bridge and sidewalk projects across the county.

"It would be extremely difficult if not impossible to do these projects without the local commitment of funding that we need to go to the state and federal government to help us address these problems," said Robert McFee, Division Director of Engineering and Infrastructure for Beaufort County.

The Beaufort Regional Chamber of Commerce is encouraging people to vote yes. President and CEO Blakely Williams says the projects are needed to prepare the county for growth and keep business efficient.

If approved, the county can only spend the money on the projects listed on the ballot.

“There are very good controls on this type of taxation,” McFee said, (Robert McFee, Division Director of Engineering and Infrastructure for Beaufort County). Copyright 2018 WTOC. All rights reserved.

Here is a list of the nine projects and the estimated cost in the Lady’s Island Corridor Study **dated May 19, 2017.:**

SC 802 Sam’s Point Road Right Turn Lane – \$761,000
 Hazel Farm Road and Gay Drive – \$2,984,000
 New Lady’s Island Middle School Access – \$1,483,000
 Sunset Boulevard and Miller Drive West – \$4,842,000
 Beaufort High School Access Realignment – \$1,792,000
 US 21 Business, US 21, and SC 802 Mainline Improvements – \$10,776,000
 Meadowbrook Drive Extension – \$777,000
 Mayfair Court Extension – \$450,000
 US 21 Airport Area and Frontage Road – \$4,980,00

Meridian Road and White Hall Plantation are not included in the Lady’s Island Corridor Study **dated May 19, 2017**

Think Beaufort County Council will stick to the project list and only execute tax funds on the legally approved projects? They have not always, and should come clean to the public.

One of the 10 projects listed on the 2006 ballot, local question 2A, item number 6, is to this day still not complete.

Boundary Street Parallel Road, New Road Construction from SC 170 to Palmetto Street, \$9,500,000.

Agenda, County Council of Beaufort County, dated Monday, May 13, 2019.

Section 8. Consent Agenda. Item G.

A resolution authorizing the expenditure of the 2006 One Cent Transportation sales tax funds on certain projects / Councilman Flewelling (backup) Resolution Title: A Resolution Authorizing the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds.

1. Consideration of adoption on May 13, 2019
2. **Public Facilities Committee recommended adoption on May 6, 2019 / Vote 6:4**

Agenda Item Summary.

Rob McFee, Division Director Construction, Engineering and Facilities

Issues for Consideration.

The original 10 Projects approved by the one (1%) percent Sales Tax Referendum approving the expenditure of One Hundred and Fifty-Two Million Dollars (\$152,000,000) of November 2006 are **completed** and a remainder of Two Million, Two Hundred and Seventy-Two Thousand Dollars (\$2,272,000) exists which needs to be programmed and expended on approved projects.

Agenda, County Council of Beaufort County, dated Monday, Oct 14, 2019

Section 9. Consent Agenda. Item A.5.

Consideration of a Resolution approving the expenditure of the 2006 1 Cent Transportation Sales Tax Program Remaining Funds (backup)

1. Consideration of approval on October 14, 2019

2. Finance Committee recommended approval on September 23, 2019 / Vote 7:0

County Council adopted the resolution and the remainder of the 2006 tax funds was executed paving a road in Bluffton.

The Stantec study was flawed from the start, the encompassed area was too small. Commissioned in secrecy and beholden as the bible since, in all the studies, planning meetings, public meetings for Lady's Island (held in Bluffton - yes that happened), all are lock step in favor, regardless of public comment, this is the literal definition of groupthink. Routing highway traffic through neighborhoods is poor planning, and indicative of people afraid to make tough decisions. Multi-use paths are a bad idea anywhere, i.e. Boundary Street (the SCDOT Highway Design Manual and AASHTO Guide to the Development of Bicycle Facilities agree). Adding multiple additional traffic lights and reducing the speed limit will likely only increase congestion. Please fire the engineer recommending 'traffic calming', it has the opposite effect on drivers. To follow through with this flawed study and proceed with these projects, by claiming too much effort has already gone into these projects, is flawed governing. The Stantec study does not 'maintain the character' of the neighborhoods subjected to increased highway level traffic. Keep the problem where it belongs - the main thoroughfares. Just go ahead and build the flyovers that will be required.

Thank you for reading.

US 21 Corridor Improvements Tabulation for Summary

Citizen	East Area Exhibit 1		West Area Exhibit Alt 1		West Area Exhibit Alt 2		West Area Exhibit Alt 3		West Area Exhibit Alt 4		Bike/ Ped Rank	Vehicle Capacity Rank	Bicycle Pedestrian			
	Preferred	Not Preferred	Preferred	Not Preferred	Preferred	Not Preferred	Preferred	Not Preferred	Preferred	Not Preferred			Utilize Existing Yes	Utilize Existing No	Utilize Proposed Yes	Utilize Proposed No
A.P.	1			1	1		1		1		10	10	1		1	
A.G.				1		1		1		1	0	10		1		1
C.R.		1		1		1		1		1	10	1	1		1	
C.B.	1		1				1		1		10	7	1		1	
C.T.	1							1		1	0	8		1		1
C.R.				1		1		1			6	0	1		1	
D.T.											3	10	1		1	
D.D.											10	0		1		1
E.G.		1		1		1		1		1	0	0		1		1
G.E.											0	0				
G.S.									1		2	10		1		1
G.M.		1		1		1		1		1	0	0		1		1
H.R.							1			1	0	0	1		1	
H.Rr.		1			1						7	9		1		1
J.W.	1		1			1		1		1	10	0	1		1	
J.T. Jr							1		1		0	0		1		1
J.T.			1								10	10		1		1
J.H.	1		1			1		1		1	6	10		1		1
L.W.						1		1		1	9	8	1		1	
M.W.				1		1		1		1	1	10		1		1
M.P.	1		1								0	0				
M.B.	1		1			1		1		1	10	5	1		1	
R.C.				1							5	5		1		1
R.P.	1		1			1		1		1	10	10		1		1
R.W.						1					7	7	1			1
R.de T.		1	1			1		1		1	2	8	1			1
R.M		1		1		1		1		1	4	5		1		1
S.E.		1		1		1		1		1	5	8		1		1
T.N.											7	8		1		1
T.D.	1		1		1		1		1		1	6	1		1	
T.M.											10	5	1		1	
T.G.			1		1						9	0		1		1
V.Y.			1			1		1		1	1	1		1		1
V.L.B.			1								10	5		1		1
W.R.											10	0	1		1	
Totals	9	7	12	10	4	16	6	15	7	14	185.0	176.0	14	19	17	16
Avg. Rank											5.3	5.0				



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award RFQ#040920E 2018 One Cent Sales Tax Construction Engineering & Inspection Services (\$3,347,718.68)
MEETING NAME AND DATE:
Public Facilities Committee – April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (2 Minutes)
ITEM BACKGROUND:
In March 2020, Beaufort County published a solicitation for the Program Management, Construction Engineering and Inspection (CE&I) Services for the 2018 One Cent Sales Tax. In September 2020, County Council approved the Recommendation of Award to J.Bragg Consulting, Inc. for the Program Management portion of the solicitation whose sub-consultant for CE&I was F&ME Consultants. At the time, the only project nearing construction was Sam’s Point Turn Lane, therefore; F&ME did not submit a full cost proposal for the program.
PROJECT / ITEM NARRATIVE:
As we are entering final design and approaching construction for multiple projects, F&ME has provided their estimated fees for the remaining 2018 Sales Tax Program projects.
FISCAL IMPACT:
F&ME Consultants has provided a fee of \$3,043,380.68. Staff recommends a contingency of \$304,338 (10%) bringing the total to \$3,347,718.68. \$1,390,080.68 is to be funded from the 2018 One Cent Sales Tax US 21 Corridor account with a balance of \$24,491,262.93. \$1,653,300 is to be funded from the 2018 One Cent Sales Tax Sidewalks/Multi-use Pathways account with a balance of \$9,241,773.18. The contingency of \$304,338 will be funded from either account dependent on any additional increases in a project.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends awarding the 2018 One Cent Sales Tax CE&I to F&ME Consultants as a sub-consultant to J.Bragg Consulting, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation of award of the 2018 One Cent Sales Tax CE&I to F&ME Consultants as a sub-consultant to J.Bragg Consulting, Inc.
<i>(Next Step: Forward to County Council on 4/26 for Recommendation to Award)</i>

February 22, 2021

Ms. Jennifer Bragg, PE
J. Bragg Consulting, Inc.
18 Daffodil Farm Way
Bluffton, South Carolina

Re.: Project CE&I Cost Estimate
2018 Beaufort County One Cent Sales Tax Program
Beaufort County, South Carolina
FME Project No: C8772

Dear Ms. Bragg:

F&ME Consultants, Inc. (FME) is pleased to present the attached estimate for providing CE&I for the 2018 Beaufort County One Cent Sales Tax Program projects identified in the attached.

In a Construction Management Monthly Meeting on February 1, 2021 representatives of J. Bragg Consulting, Inc (J. Bragg) and Beaufort County (County) requested that FME provide an estimate for providing CE&I for the 2018 Beaufort County One Cent Sales Tax Program projects identified in the attached. Shawn Epps, David Glenn, and Bryan Bauer of FME attended a Microsoft Teams call with Jennifer Bragg of J. Bragg Consulting on February 9, 2021 to further discuss the requested estimate. In the call, Ms. Bragg identified that the CE&I estimate should include priority pathway projects and Lady's Island Access Road projects. US 21 Main Corridor projects were to be excluded from the estimate. During the call Ms. Bragg also provided FME with the year the construction is anticipated to start. The intent of the attached CE&I estimate is to provide J. Bragg Consulting and the County with estimated fees for Construction Engineering and Inspection (CE&I) for the projects based on information currently known by the County and J. Bragg Consulting.

Ms. Bragg specified that cost estimates for the Lady's Island Access projects should be the "Construction Cost" item listed for each project in the *Lady's Island Corridor Study* prepared by Stantec and dated May 19, 2017. The construction cost estimates listed in the Stantec document were reported in 2017 dollars. Adjusted Construction costs were estimated by FME for each project by applying an inflation rate of three and one-half (3.5) percent per year for every year between 2017 and the anticipated construction start date. FME then applied an assumed percentage of ten (10) percent of the adjusted construction cost to obtain an anticipated fee for CE&I services.

Estimated construction costs for the pathway projects were per a *Preliminary Estimate* prepared by Infrastructure Consulting & Engineering (ICE) prepared on December 29, 2020. Priority pathway projects were identified from the Beaufort Penny Program website and confirmed by Ms. Bragg during the meeting on February 9, 2021. Anticipated construction begin dates were provided by Ms. Bragg during the meeting. Similar to the access road projects, FME adjusted the estimated construction costs by applying an inflation rate of three and one-half (3.5) percent per year between the original estimate creation year of 2020 and the anticipated construction begin date. FME then applied an assumed eight (8) percent of total construction cost to develop the CE&I estimates.

Estimated fees for CE&I are attached. FME anticipates that these fees will change as start dates and construction costs change.

FME looks forward to providing CE&I for these projects.

Sincerely,
FME



F. Bryan Bauer, PE
Project Manager

Project Category	Project Name	Estimated Construction Date ²	Estimated Construction Cost ¹	Adjusted Construction Cost ³	% for CEI	CEI Estimated Cost
Access Roads	Sunset Blvd/Miller Drive	2023	\$3,390,129.18	\$4,102,056.31	10.00%	\$410,205.63
	Mayfair Court	2022	\$302,192.11	\$355,075.73	10.00%	\$35,507.57
	Beaufort High School Access	2022	\$1,273,561.81	\$1,496,435.13	10.00%	\$149,643.51
	Hazel Farm Rd/Gay Dr	2023	\$2,045,964.04	\$2,475,616.49	10.00%	\$247,561.65
	Lady's Island Middle School Access	2022	\$1,030,733.33	\$1,211,111.66	10.00%	\$121,111.17
	Meadow Brook Dr	2022	\$487,083.33	\$572,322.91	10.00%	\$57,232.29
	Airport Frontage	2021	\$3,235,253.17	\$3,688,188.61	10.00%	\$368,818.86
Totals for Access Roads			\$11,764,916.97	\$13,900,806.84		\$1,390,080.68
Project Category	Project Name	Estimated Construction Date ²	Estimated Construction Cost ⁴	Adjusted Construction Cost ⁵	% for CEI	CEI Estimated Cost
Pathways	Bluffton Pkwy	2021	\$250,000.00	\$258,750.00	8.00%	\$20,700.00
	Burnt Church Rd	2023	\$1,000,000.00	\$1,105,000.00	8.00%	\$88,400.00
	Ulmer Rd	2023	\$1,000,000.00	\$1,105,000.00	8.00%	\$88,400.00
	Shad Ave	2023	\$1,000,000.00	\$1,105,000.00	8.00%	\$88,400.00
	Broad River Dr	2023	\$2,000,000.00	\$2,210,000.00	8.00%	\$176,800.00
	Ribaut Rd	2022	\$750,000.00	\$802,500.00	8.00%	\$64,200.00
	Meridian Rd	2023	\$2,000,000.00	\$2,210,000.00	8.00%	\$176,800.00
	Martin Luther King Blvd	2023	\$1,500,000.00	\$1,657,500.00	8.00%	\$132,600.00
	Middle Rd	2023	\$1,500,000.00	\$1,657,500.00	8.00%	\$132,600.00
	Burton Hill Rd	2023	\$750,000.00	\$828,750.00	8.00%	\$66,300.00
	Old Salem Rd	2023	\$1,000,000.00	\$1,105,000.00	8.00%	\$88,400.00
	Salem Rd	2023	\$1,500,000.00	\$1,657,500.00	8.00%	\$132,600.00
	Depot Rd	2022	\$250,000.00	\$267,500.00	8.00%	\$21,400.00
	Broad River Blvd/Riley Rd	2023	\$750,000.00	\$828,750.00	8.00%	\$66,300.00
	Stuart Point Rd	2023	\$1,500,000.00	\$1,657,500.00	8.00%	\$132,600.00
Big Estate Rd	2023	\$2,000,000.00	\$2,210,000.00	8.00%	\$176,800.00	
Totals for Pathways			\$18,750,000.00	\$20,666,250.00		\$1,653,300.00
Overall Totals			\$30,514,916.97	\$34,567,056.84		\$3,043,380.68
Notes:	¹ Access Road "Estimated Construction Cost" per <i>Lady's Island Corridor Study</i> prepared by Stantec dated May 19, 2017.					
	² Estimated construction dates provided by Jennifer Bragg in a meeting on February 9, 2021.					
	³ "Adjusted Construction Cost" for access road projects based on an annual inflation rate of 3.5% beginning in 2017 to estimated construction year					
	⁴ "Estimated Construction Cost" of pathway projects per <i>Preliminary Estimate</i> prepared by Infrastructure Consulting & Engineering (ICE) on December 29, 2020.					
	⁵ "Adjusted Construction Cost" for pathway projects based on an annual inflation rate of 3.5% beginning in 2020 to estimated construction year					



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:						
Recommendation of award for IFB #031021 HVAC and Control Energy Management System Replacement for the Detention Center (\$1,548,125.00)						
MEETING NAME AND DATE:						
Public Facilities Committee – April 19, 2021						
PRESENTER INFORMATION:						
Jared Fralix, Assistant County Administrator, Engineering Mark Roseneau, Director, Facility Management (5 minutes)						
ITEM BACKGROUND:						
On February 23, 2021, a solicitation was published for the HVAC and Control Energy Management System Replacement for the Detention Center. Three bids were received; <table border="0"><tr><td>1. Triad Mechanical</td><td>\$1,548,125</td></tr><tr><td>2. Sig Cox</td><td>\$1,566,805</td></tr><tr><td>3. Mock Plumbing and Mech.</td><td>\$1,894,000</td></tr></table> Triad is the lowest, most responsive bidder and is under the Engineers estimate of \$1,600,00.	1. Triad Mechanical	\$1,548,125	2. Sig Cox	\$1,566,805	3. Mock Plumbing and Mech.	\$1,894,000
1. Triad Mechanical	\$1,548,125					
2. Sig Cox	\$1,566,805					
3. Mock Plumbing and Mech.	\$1,894,000					
PROJECT / ITEM NARRATIVE:						
The project consist of replacing the existing fifteen (15) rooftop air handling units located at the Beaufort County Detention Center and the project also includes replacing the buildings HVAC control and energy management system for connection to the County’s central control and monitoring system.						
FISCAL IMPACT:						
Triad Mechanical’s bid is a total of \$1,548,125 to complete the project. The funding source for this project is account number 40120011-54424 with a balance of \$1,575,000.						
STAFF RECOMMENDATIONS TO COUNCIL:						
Staff recommends award of IFB#031021 Detention Center HVAC and Control Energy Management System replacement to Triad Mechanical (\$1,548,125)						
OPTIONS FOR COUNCIL MOTION:						
Motion to approve/deny recommendation of award IFB#031021 Detention Center HVAC and Control Energy Management System to Triad Mechanical. Move forward to Council for approval on April 26, 2021.						



March 25, 2021

Beaufort County Purchasing Department
120 Shanklin Road
Beaufort, South Carolina

Attention: Mr. Mark Roseneau
Director of Facilities

Reference: Beaufort County – Detention Center RTU Replacement
Contractor Bid Recommendation

Dear Mr. Roseneau,

Sealed bids for the above referenced project were received and opened on March 10, 2021. All bids were below the project engineering estimate of \$1,600,000.00.

The apparent low bidder on bid day was Triad Mechanical Contractors with a bid of \$1,548,125.00.

RMF Engineering, Inc. therefore recommends that Beaufort County moves forward to contract with Triad Mechanical Contractors for the Detention Center RTU Replacement project.

We appreciate the opportunity to work with you on this project. Please contact me to discuss any questions or concerns.

Sincerely,
RMF ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Don Zimmerman III', with a stylized flourish at the end.

Don Zimmerman III, PE, CEM
Associate

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 14.



Project Name:	HVAC and Control Energy Management System Replacement for Detention Center, Beaufort County
Project Number:	31021
Project Budget:	
Bid Opening Date:	10-Mar-21
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	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Mock Plumbing and Mechanical	X	X	None	X		X	\$1,894,000.00
Sig Cox	X	X	None	X	X	X	\$1,566,805.00
Trane							Trane Submitted a no bid notice
Triad	X	X	None	X	X	X	\$1,548,125.00

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

Bid Administrator Signature

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation for additional work - Beaufort County Road Resurfacing Year 4 contract (\$399,517)
MEETING NAME AND DATE:
Public Facilities Committee – April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (5 mins)
ITEM BACKGROUND:
Year 4 resurfacing award to Eurovia Atlantic Coast (dba Blythe) was approved at County Council on February 22, 2021. Alternate costs included in their proposal were not included or accepted at that time. Upon further review of alternates and funding availability it is recommended that 4 of the 5 alternates be accepted and a change order issued.
PROJECT / ITEM NARRATIVE:
Per the attached change order #1 summary it is recommended that Twin Lakes, Duke Street (Marsh to Ribaut), Schwartz and Schork Roads be added to the Year 4 resurfacing scope of work.
FISCAL IMPACT:
Eurovia Atlantic Coast LLC, DBA Blythe change order #1 grand total \$345,902 . With a 5% contingency of \$19,025 and FDP Allowance of \$34,590 the total change amount is \$399,517 . The project will be funded from multiple sources; CTC fund balance \$41,569, TAG fund balance \$17,228, Road Impact Fee fund balance \$290,720 and City of Beaufort contribution of \$50,000. Beaufort County will encumber City of Beaufort’s portion using Road Impact Fee fund balance as an agreement is being executed.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the approval of this change amount for additional resurfacing work under the Year 4 contract with Eurovia Atlantic Coast LLC, DBA Blythe.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of change order for Beaufort County Road Resurfacing Year 4 IFB #121020E to Eurovia Atlantic Coast LLC, DBA Blythe.

Year 4 Resurfacing - Change Order #1				
ROAD NAME	Approx Length	TERMINI DESCRIPTION	COST	FUNDING
Change Order 1A				
Twin Lakes Rd (SCDOT)	0.15	Southside Blvd - Terminus	\$ 35,991	
		FDP	\$ 3,599	
		Contingency	\$ 1,979	
		Grand Total	\$ 41,569	C Funds
Change Order 1B				
Duke Street (SCDOT)	0.08	Marsh Rd - Ribaut	\$ 14,916	
		FDP	\$ 1,492	
		Contingency	\$ 820	
		Grand Total	\$ 17,228	TAG Fees
Change Order 1B				
Schwartz Rd (Municipal)	0.57	Schein Loop - Schork Rd	\$ 125,720	
		FDP	\$ 12,572	
		Contingency	\$ 6,915	
		Grand Total	\$ 145,207	Road Impact Fees - \$120,207 City of Beaufort - \$25,000
Schork Rd (Municipal)	0.78	Schein Loop - Bay Pines Dr	\$ 169,276	
		FDP	\$ 16,928	
		Contingency	\$ 9,310	
		Grand Total	\$ 195,513	Road Impact Fees - \$170,513 City of Beaufort - \$25,000
Change Order #1 Grand Total			\$ 399,517	

Year 4 Resurfacing - Change Order #1				
ROAD NAME	Approx Length	TERMINI DESCRIPTION	COST	FUNDING
Change Order 1A				CTC & TAG
Twin Lakes Rd (SCDOT)	0.15	Southside Blvd - Terminus	\$ 35,991	
Duke Street (SCDOT)	0.08	Marsh Rd - Ribaut	\$ 14,916	
		Subtotal	\$ 50,907	
		FDP	\$ 5,091	
		Contingency	\$ 2,800	
		Grand Total	\$ 58,797	
Change Order 1B				Road Impact & City of Beaufort
Schwartz Rd (Municipal)	0.57	Schein Loop - Schork Rd	\$ 125,720	
Schork Rd (Municipal)	0.78	Schein Loop - Bay Pines Dr	\$ 169,276	
		Subtotal	\$ 294,996	
		FDP	\$ 29,500	
		Contingency	\$ 16,225	
		Grand Total	\$ 340,720	
Change Order #1 Grand Total			\$ 399,517	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:																
Recommendation to Award IFB#021121E Earthwork & Site Utilities at Myrtle Business Park Commercial Development (\$367,562)																
MEETING NAME AND DATE:																
Public Facilities Committee – April 19, 2021																
PRESENTER INFORMATION:																
Jared Fralix, ACA –Engineering (5 mins)																
ITEM BACKGROUND:																
The County has an agreement to sell 7.71 acres known as Myrtle Business Park to CSD Myrtle Park (CSDMP), LLC. The County will spend approximately \$577,000 in utility tax credit funds (UTCF), for site work on the property, prior to conveyance of the property to CSDMP.																
PROJECT / ITEM NARRATIVE:																
On February 11, 2021, Beaufort County received four bids for IFB #021121E, Myrtle Park Site Development; Analysis of bids submitted reveal J S Construction Services the lowest, most responsive bidder. A summary of the bids are as follows: <table border="0"><tr><td>1. J S Construction Service</td><td>Earthwork & Utilities</td><td>\$334,147.00</td><td>Paving \$351,670.00</td></tr><tr><td>2. Cleland Site Prep</td><td>Earthwork & Utilities</td><td>\$390,843.95</td><td>Paving \$359,912.26</td></tr><tr><td>3. CBG Inc.</td><td>Earthwork & Utilities</td><td>\$370,255.09</td><td>Paving \$424,005.27</td></tr><tr><td>4. Gulf Stream Const</td><td>Earthwork & Utilities</td><td>\$502,713.38</td><td>Paving \$375,655.09</td></tr></table> <ul style="list-style-type: none">• J S Construction is the lowest, most responsive bidder for Earthwork and Utilities, and is within 10% of the engineer’s estimate of \$295,575.• Award for Paving not recommended at this time. It would be out of sequence of construction to have this work completed prior to construction of the buildings.• The \$577,000 in UTCF would be utilized by award of \$334,147 (Earthwork/Utilities) and payment of the difference (\$242,853) to CSDMP contractor for foundation work.	1. J S Construction Service	Earthwork & Utilities	\$334,147.00	Paving \$351,670.00	2. Cleland Site Prep	Earthwork & Utilities	\$390,843.95	Paving \$359,912.26	3. CBG Inc.	Earthwork & Utilities	\$370,255.09	Paving \$424,005.27	4. Gulf Stream Const	Earthwork & Utilities	\$502,713.38	Paving \$375,655.09
1. J S Construction Service	Earthwork & Utilities	\$334,147.00	Paving \$351,670.00													
2. Cleland Site Prep	Earthwork & Utilities	\$390,843.95	Paving \$359,912.26													
3. CBG Inc.	Earthwork & Utilities	\$370,255.09	Paving \$424,005.27													
4. Gulf Stream Const	Earthwork & Utilities	\$502,713.38	Paving \$375,655.09													
FISCAL IMPACT:																
J S Construction total \$334,147 . With a 10% contingency of \$33,415 for the total amount of \$367,562 . The funding is utility tax credits fund account 4807 with a fund balance of \$727,716.72.																
STAFF RECOMMENDATIONS TO COUNCIL:																
Staff recommends the award of IFB 021121E (Earthwork/Utilities) to J S Construction Services.																
OPTIONS FOR COUNCIL MOTION:																
Motion to approve/deny recommendation of award for Myrtle Business Park Earthwork & Site Utilities IFB 021121E to J S Construction Services.																
<i>(Next Step – Forward action to County Council on 4/26 for approval)</i>																

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT



Project Name:	Myrtle Park Site Development
Project Number:	IFB 021121
Project Budget:	
Bid Opening Date:	11-Feb-21
Time:	3:00PM
Location:	Beaufort County Purchasing Department
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price	Earthwork & Site Utilities	Paving
CBG Inc.	X	X	X	X	Self Performing	Self Performing	\$ 794,260.36	\$ 370,255.09	\$ 424,005.27
Cleland Site Prep	X	X	X	X	X	X	\$ 750,756.21	\$ 390,843.95	\$ 359,912.26
Gulf Stream Construction Company	X	X	X	X	X	X	\$ 878,368.47	\$ 502,713.38	\$ 375,655.09
JS Construction Services	X	X	X	X	Self Performing	Self Performing	\$ 685,817.00	\$ 334,147.00	\$ 351,670.00

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

Bid Administrator Signature

Victoria Moyer

Bid Recorder

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") is made and entered into this ^{January 20} 16th day of ~~December~~, 2019, by and among Beaufort County, South Carolina, a political subdivision of the State of South Carolina (the "Seller" or the "County"), and **CSD MYRTLE PARK, LLC**, a South Carolina limited liability company (the "Purchaser"). The "Effective Date" shall be the date this Agreement has been executed by both parties.

STATEMENT OF BACKGROUND INFORMATION

A. The Seller is the owner of approximately 7.71 acres of real property commonly known as Myrtle Business Park (the "Business Park") in Beaufort County, South Carolina with tax map number R600 031000 1624 000 and being more specifically described in Exhibit A attached hereto (the "Property").

B. Seller desires to have 60,000 square foot of speculative buildings (the "Buildings") constructed on the Property for occupancy by light industrial, manufacturing and/or commercial businesses.

AGREEMENT

1. **Property.** Seller agrees to sell and Purchaser agrees to purchase the Property upon the terms and conditions hereinafter set forth. Purchaser acknowledges that Purchaser shall purchase the Property and Seller shall sell the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition.

2. **Purchase Price.** The purchase price (the "Purchase Price") shall be Six Hundred Thousand Dollars (\$600,000.00), as follows:

(a) Upon the Effective Date of this Agreement, Purchaser shall pay to Seller as earnest money the sum of Sixty Thousand \$60,000 (the "Earnest Money"). At Closing, the Earnest Money shall be credited against the Purchase Price.

(b) At Closing, Purchaser shall pay to Seller an additional Five Hundred Forty Thousand (\$540,000) towards the Purchase Price by federal bank wire transfer.

3. **Earnest Money.** On the Effective Date, Purchaser will deposit with Haynsworth Sinkler Boyd, P.A., whose address is 1201 Main Street, Suite 2200, Columbia, SC 29201, the Earnest Money. The Earnest Money will be paid by check or wire transfer. The Earnest Money shall be fully refundable during the Inspection Period or if the conditions to closing are not met. In the event (i) any dispute arises between Seller and Purchaser regarding disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement.

Seller and Purchaser hereby jointly and severally release and waive any claims they may have against the Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage resulting from acts of wanton or willful misconduct while performing as Escrow Agent.

4. **Inspection Period.** For a period of forty-five (45) days following the latter of the Effective Date or the date Seller provides to Purchaser all Due Diligence Materials (such period being referred to as the "Inspection Period"), Purchaser shall conduct investigations of the Property to assess its ability to design, construct and finance the Buildings. Purchaser's inspections shall include, but not be limited to, soil borings, topographical studies, wetland studies, environmental studies, zoning and title examinations, curb cut locations, and any other construction or development investigations that Purchaser may deem necessary. In the event Purchaser elects not to purchase the Property, Purchaser shall provide written notice of such decision prior to the expiration of the Inspection Period. Upon such election, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder. If Purchaser does not terminate this Agreement by written notice to the Seller on or before the expiration of the Inspection Period, the Earnest Money, except as otherwise set forth herein, shall be deemed non-refundable.

Seller agrees, within ten (10) days of the Effective Date, to the extent not already provided, at no cost or expense to Purchaser, to provide to Purchaser copies of all surveys, site plans, studies, wetland reports, engineering reports, environmental studies, notices from government agencies pertaining to the Property, zoning information, utility information, title information and/or any other information pertaining to the Property, to the extent such are in the possession or control of Seller (the "Due Diligence Materials"). Seller shall disclose any material changes to the information supplied herein that occur prior to Closing. Seller shall notify Purchaser when all Due Diligence Materials have been provided (which notification may be made by email) and, if subsequent to the Effective Date, the Inspection Period shall begin the day after such notification.

Purchaser agrees to indemnify, defend, and hold harmless Seller and Seller's respective employees, agents, consultants from and against any and all claims, causes of action, damages, costs and expenses of any kind, including without limitation, reasonable attorneys' fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees or principals on the Property, as part of the exercise of Purchaser's rights hereunder; provided however, in no event shall Purchaser be responsible for any reduction of value of the Property resulting from the discovery of any hazards and substances on, or other defects in the Property. This indemnification provision set forth in this paragraph shall survive Closing or the earlier termination of this Agreement.

5. **Title and Survey.** Purchaser shall have the right, at its expense, to make such examinations of title and survey as it deems necessary or desirable. Purchaser shall notify Seller prior to the end of the 45-day Inspection Period of its objection to any matters of title (such objections being referred to as the "Title Exceptions") and of its objection to any matters of survey (such objections being referred to as the "Survey Exceptions"). Purchaser shall make such objections only for matters of title and survey that have a material adverse impact on the title of or use of the Property in Purchaser's sole discretion. Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's notice whether it will be able to cure or remove the

Title Exceptions and Survey Exceptions, as applicable. If Seller shall notify Purchaser that it is unable or unwilling to cure or remove any Title Exceptions or Survey Exceptions, then Purchaser shall have the option to terminate this Agreement, which shall be exercised within five (5) days of receipt of such notice from Seller, whereupon the Earnest Money will be refunded to Purchaser. If Purchaser does not give such notice of termination within said time, Purchaser shall be deemed to have waived such Title Exceptions and Survey Exceptions. All matters of title and survey as to which Purchaser does not give notice of a Title Exception or Survey Exception within the time period specified above, together with all Title Exceptions and Survey Exceptions which Purchaser is deemed to have waived pursuant to the preceding sentence, and the lien for current year property taxes not yet due and payable, are referred to collectively herein as the "Permitted Exceptions."

6. **Closing.** Closing (the "Closing") will be held upon a date and at a place mutually acceptable to both parties but shall be not later than fifteen (15) days following the completion of the site work performed pursuant to the agreement described in Section 7(d), unless extended by mutual agreement of the Seller and Purchaser. Closing shall occur at a time and place mutually satisfactory to Seller and Purchaser (the "Closing Date").

7. **Conditions to Closing.** Purchaser's obligations to close shall be conditioned upon the waiver or satisfaction of the following conditions ("Conditions to Close"):

(a) Purchaser shall have prepared at its sole cost and expense and submit on a timely basis to the appropriate County officials certain architectural designs, layouts and/or landscaping plans for approval (the "Design Documents").

(b) Upon receipt of the County's approval of the Design Documents, Purchaser shall have prepared at its sole cost and expense, final engineering and architectural plans and specifications, and submit them to the County for issuance of needed construction permits and approvals. Purchaser must receive any required approvals prior to Closing or otherwise satisfy itself that such required approvals will be forthcoming. Said approvals shall include, but not be limited to a land disturbance permit for infrastructure work, building permits for construction of two approximately 30,000 square foot buildings (but not less than a total of 60,000 square feet) on the Property, and any required subdivision approvals to divide the Property into two separately subdivided parcels each containing one of the approximately 30,000 square foot buildings (collectively the "Permits").

(c) Upon issuance of the Permits, Purchaser shall obtain a contract reasonably acceptable to the County for performance of the portion of the work to be performed by the County prior to Closing, which is described in Section 7(d) below (the "County Work"). Upon approval, the County shall execute the construction contract for the County Work, and diligently pursue said County Work to completion in a good and workmanlike manner. Purchaser's engineer shall monitor and approve the County Work.

(d) The County has approximately \$577,000 in utility tax credit funds ("UTC Funds") that can be utilized for site work on the Property prior to the conveyance of the

Property to Purchaser (previously referred to as the “County Work”). The County does not intend to utilize the UTC Funds or initiate site work until all other Conditions to Close have been satisfied or waived by Purchaser. The County and Purchaser shall enter into an agreement providing for the usage of the UTC Funds and the site work to be performed, and containing such other terms and provisions as may be mutually agreeable.

The County shall expend up to \$577,000 in UTC Funds to perform the site work which shall include, but not be limited to the provision of water, sewer, drainage facilities, and construction of the building pad (earth and concrete). The County will only advance \$577,000 in UTC Funds and makes no representation that such amount of UTC Funds shall be sufficient to complete the site work. However, if the site work is completed for less than \$577,000, the remaining UTC Funds shall be retained by or returned to the County.

(e) Purchaser anticipates entering into an easement agreement with Seller for storm water drainage and a joint use agreement for parking and access. Such agreements shall be mutually satisfactory to Purchaser and Seller and shall be executed at Closing.

(f) Seller and Purchaser shall enter into an amendment to the Incentive Agreement at Closing providing that the claw-back obligations contained in Section 4.1 of the Incentive Agreement shall be allocated to the Coker LLC and the Dolnik LLC (as defined in Section 13 below), as the case may be on a pro rata basis mutually acceptable to Seller and Purchaser.

Purchaser agrees diligently and in good faith to pursue the satisfaction of the foregoing conditions. If Purchaser's Conditions to Closing are not completed prior to the Closing Date to the satisfaction of Purchaser, Purchaser, shall by the Closing Date, either waive Purchaser's Conditions to Closing and proceed to Closing or terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination of the Agreement pursuant to this Section 7, the Earnest Money shall be returned to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to the indemnity obligations set forth in this Agreement which specifically survive the termination of this Agreement.

8. **Seller's Deliveries.** At Closing Seller agrees to execute and deliver to Purchaser the following:

- (i) **Settlement Statement.** A settlement statement reflecting the Purchase Price, prorations and closing costs as provided in this Agreement.
- (ii) **Deed.** A limited warranty deed, subject to the Permitted Exceptions.
- (iii) **Repurchase Option.** Recordable Option to Repurchase the Property in favor of Seller (See Section 14 hereinbelow).
- (iv) **Assignment of Permits and Licenses.** An Assignment of Permits and Licenses which shall include any assignable permits issued in connection with the Property and any transferrable licenses or permits relating to the Property or the use or operation thereof.

- (v) **No Lien Affidavit.** An affidavit for the benefit of Purchaser and Purchaser's title insurance company (in a form reasonably satisfactory to the Seller and the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.
- (vi) **Owner's Affidavit.** An affidavit for the benefit of Purchaser and Purchaser's title insurance company (in a form reasonably satisfactory to the Seller and the title insurance company), that there are no tenants or others claiming interests in the Property.
- (vii) **Authority.** Documents reasonably satisfactory to Purchaser evidencing Seller's authority to consummate the transactions contemplated by this Agreement.
- (viii) **Those easements and/or agreements provided in Section 7.**
- (ix) **Other Documents.** Other Seller closing documents as reasonably required, consistent with the terms hereof, or reasonably requested by Purchaser and as may be necessary to consummate the transaction contemplated by this Agreement.

9. **Purchaser's Deliveries.** At Closing Purchaser agrees to execute and deliver to Seller the following:

- (i) **Settlement Statement.** A settlement statement reflecting the Purchase Price, prorations and closing costs as provided in this Agreement.
- (ii) **Purchase Price.** The Purchase Price, as adjusted as set forth herein, by wire transfer of U.S. Federal Funds.
- (iii) **Those easements or agreements provided in Section 7.**
- (iv) **Other Documents.** Other Purchaser's closing documents as customarily required for South Carolina real estate closings, consistent with the terms hereof, or reasonably requested by Seller and as may be reasonably necessary to consummate the transaction contemplated by this Agreement.

10. **Closing Costs, Taxes and Assessments.** Seller shall prepare the deed, pay the transfer tax and Seller's attorney fees. Purchaser shall pay for other Closing costs including, but not limited to (i) all recording costs (ii) Purchaser's attorney's fees (iii) title abstracting and title examination fees (iv) owner's title insurance premiums, endorsements and fees; (v) survey costs and (vi) all other costs associated with this transaction. As of the Closing Date, ad valorem taxes, if applicable, for the year of Closing shall be prorated on a calendar year basis.

11. **Default and Remedies.**

- (i) **Purchaser Default.** In the event Purchaser fails or refuses to perform any one or more of Purchaser's covenants, duties, agreements or obligations under this Agreement or is otherwise in default under this Agreement, which breach or default is not cured within ten (10) days after written notice of same has been delivered to Purchaser, such event, action or inaction shall entitle Seller, as Seller's sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money from Escrow Agent as full liquidated damages. The parties hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by Seller, and the Parties expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money and not as a penalty.
- (ii) **Seller Default.** In the event of default by Seller under the terms of this Agreement, which breach or default has not been cured within ten (10) days after written notice of such has been delivered to Seller, Purchaser may (a) terminate this Agreement and receive a refund of the Earnest Money or (b) avail itself of the equitable remedy of specific performance.

12. **Destruction or Condemnation.** If, prior to Closing, all or any part of the Property is damaged by fire, water or any other casualty or is taken or threatened to be taken by eminent domain, Seller shall provide written notice thereof to Purchaser and Purchaser may elect to cancel this Agreement by written notice thereof to Seller. In the event that Purchaser shall so elect, both parties shall be relieved and released from any further liability hereunder, and Purchaser shall be entitled to a refund of the Earnest Money. Unless this Agreement is so cancelled, it shall remain in full force and effect and, at Purchaser's option, the Seller either shall assign, transfer and set over to Purchaser all of the Seller's right, title and interest in and to any insurance proceeds or awards that may be made for such casualty or taking, or Seller shall agree with Purchaser for a reduction in the Purchase Price based on the extent of casualty or taking.

13. **Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided however, this Agreement shall not be assigned without the prior written consent of Seller, which consent shall be within the sole discretion of Seller.

Notwithstanding the foregoing, Seller acknowledges and agrees that Purchaser may assign its rights and obligations under this Agreement at Closing to two entities controlled by its principals and referred to herein as the "Coker LLC" and the "Dolnik LLC". Upon such assignment, Seller agrees to simultaneously sell the Property to the Coker LLC and the Dolnik LLC in two separate transactions based on a division to be indicated prior to Closing, provided that the total Purchase Price shall not be less than the Purchase Price, and that the Closing of each transaction is conditioned on the Closing of the other.

14. **Repurchase Option.** If Purchaser, or any assignee, fails to commence vertical construction within one (1) year after Closing, Seller may exercise the Repurchase Option by providing notice to Purchaser, or any assignee, within sixty (60) days after the last day for Purchaser, or any assignee, to perform. Closing on the Repurchase Option shall occur within sixty (60) days of exercise of the Option and notice thereof to Purchaser, or any assignee. The purchase price for the Option will be equal to the Purchase Price, or, if subdivided as provided in Section 13 herein, the amount of the Purchase Price allocated to such subdivided parcel. Upon closing of the Repurchase Option, the letter of credit securing the clawback provisions set forth in the Incentive Agreement shall be released, provided no additional liens or encumbrances have been placed on the Property by Purchaser or Purchaser's assignee, Purchaser and Seller shall agree on a definition of vertical construction provided that vertical construction shall include, at a minimum, the pouring of foundation. Prior to exercise of the Repurchase Option, if a construction loan is closed and the Property, or subdivided portion thereof, is encumbered by a construction mortgage, the Repurchase Option shall be released. This provision shall survive Closing.

15. **Commissions.** Each party represents and warrants that it has not contracted for or is otherwise subject to any claim for brokerage commissions or similar fees, and agrees to indemnify and hold harmless the other against any such claim arising from the indemnitor's actions.

16. **Entire Agreement.** It is understood and agreed that this Agreement constitutes the entire agreement of the parties, all prior or contemporaneous agreements and representations, whether oral or written, being merged herein and superseded hereby, and neither party shall rely upon any statement or representation made by the other not embodied in this Agreement. The covenants and warranties contained herein shall survive the Closing.

17. **Modification.** This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Seller and Purchaser.

18. **Possession.** Possession of the Property will be delivered at Closing.

19. **Severability.** In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect; provided, however, that if such provision embodies a condition of Purchaser's obligation to close, Purchaser may at its option terminate this Agreement and receive a refund of all Earnest Money and any interest thereon.

20. **Time of Essence.** Time is of the essence to the parties with respect to this Agreement and closing of the sale provided for herein.

21. **Time Periods; Local Time.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing is to be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be extended automatically to the close of business on the next regular business day. All references to a specific number of days shall refer to calendar days except as otherwise specified. All references to a "business day" shall exclude Saturdays, Sundays, and

legal holidays recognized by Beaufort County government offices. All references to the time of day shall refer to the time of day in South Carolina.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

23. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

24. **Notices.** All notices and other communication required or permitted to be given to the parties hereto shall be in writing. Any such notice shall be effective as of the date upon which such notice shall have been personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service), or two (2) business days following the date of postmark of any notice deposited in the United States Mail, registered or certified postage prepaid, return receipt requested as follows, or upon receipt by e-mail between the hours of 8:00 A.M. and 5:00 P.M. if acknowledged by e-mail, or if confirmed by overnight private courier service for next day delivery, or to such other addresses or recipients as the parties entitled thereto shall specify from time to time by notice given in accordance with this section:

IF TO SELLER:

Beaufort County, South Carolina

Ashley Jacobs
County Administrator
Beaufort County
100 Ribaut Road
Beaufort, SC 29902

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attn: Gary W. Morris, Esquire
Telephone: 803-540-7961
Facsimile: 803-765-1243
Email: gmorris@hsblawfirm.com

IF TO PURCHASER:

CSD LLC
56 Linden Plantation Road
Bluffton, SC 29910
Attn: Charles Coker
E-mail: cwcsc@aol.com

WITH A COPY TO:

Robert B. Brannen, Jr.
Bouhan Falligant LLP
One West Park Avenue
Savannah, GA 31401
E-mail: Rbrannen@bouhan.com

25. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be determined an original, and which shall constitute one and the same Agreement.

Signatures pages follow

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

John Vago

Clay Harris

SELLER:

BEAUFORT COUNTY, SOUTH CAROLINA

By: Andy McGee (SEAL)
Its: County Administrator

Date of Seller's Execution: January 16 2019

ATTEST:

Signature: Sarah W. Brock
Name: Sarah W. Brock
Title: Clerk to Council

PURCHASER:

CSD MYRTLE PARK, LLC

Signature: Charles W. Coker, Jr.
Name: Charles W. Coker, Jr.
Title: Manager

Date of Purchaser's Execution: 1/9, 2019

Signature: Tim Dolnik
Name: Tim Dolnik
Title: Manager

Date of Purchaser's Execution: 1/9, 2019

EXHIBIT A

All that real property located in Bluffton Township, Beaufort County, South Carolina and being that parcel identified as **“PORTION OF: DMP# R601-031-000-0033-0000, 336,026 SQ. FT, 7.714 ACRES”** on the plat entitled **“Kittie’s Landing Phase 2,”** prepared by Andrew & Burgess Inc., Job: 137031, drawn 12/5/13, revised February 21, 2014, and filed in Plat Book 138, page 90, Jasper County, South Carolina records, and bounded by Parcel 3B Myrtle Plantation, Soperton Drive and Ann Smith Drive, the metes and bounds description of which is incorporated by reference to the recorded plat, and subject to the buffers, setbacks and easements on the recorded plat;

Being the same property conveyed to Beaufort County, a political subdivision of the State of South Carolina by Warranty Deed from Kittie’s Landing, LLC, dated March 11, 2014, and recorded in Deed Book 3310, page 1090, Beaufort County, South Carolina records.

TMS No. R601-031-000-0033-0000

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

This Incentive Agreement (the "Incentive Agreement") is entered into this 16th day of January, 2019, by and between **BEAUFORT COUNTY, SOUTH CAROLINA** (the "County"), and **CSD MYRTLE PARK, LLC**, a South Carolina limited liability company, and its successors, assigns, and assignees (the "Company") (collectively, the "Parties").

RECITALS

WHEREAS, the County is a body politic and corporate under the laws of the State of South Carolina (the "State") and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, the Company has expressed a desire to develop and construct buildings upon certain commercial property within the County (as more particularly described in Section 1.1 below) which is anticipated to provide both direct benefits to the County in the form of additional capital investment and job creation as well as indirect benefits in serving as a catalyst for additional investment and job creation in the County (the "Project"); and

WHEREAS, the Company currently estimates that the costs of planning, designing, acquiring, constructing, and completing the Project will require expenditures of approximately \$10,000,000 and has requested assistance from the County to support the development of the Project; and

WHEREAS, the County, acting through its County Council, the governing body of the County (the "Council"), is duly empowered to expend public funds for public purposes, and pursuant to an Ordinance of even date herewith, has authorized and approved the execution of this Incentive Agreement; and

WHEREAS, the County acknowledges that the Company is relying on the commitments set forth herein in making its decision to undertake the Project within the County, and the Company acknowledges that the County is relying on the representations set forth herein in making its decision to offer this inducement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE I
THE PROJECT**

Section 1.1. The Project. The Company shall construct and place in service a minimum of 60,000 square feet of buildings to be located in the County and developed upon an approximately 7.71 acre parcel presently owned by the County (Beaufort County Tax Map Number R600 031 000 1624 0000) (the "Property"). The County shall enter into a contract of sale to convey the Property to the Company for a purchase price of Six Hundred Thousand and

00/100 Dollars (\$600,000.00) (the "Purchase Price") to be paid by the Company and shall undertake certain Improvements to the Property (as described in Section 2.1 below). The date of conveyance of the Property shall hereinafter be referred to as the "Conveyance Date." Upon execution of the contract of sale, the Company shall deposit Sixty Thousand Dollars (\$60,000.00) to be held in escrow by the County, upon acceptance of the contract of sale. The Company shall commence development of the Project within sixty (60) days after the Conveyance Date. The Company anticipates that the Project shall create 120 full-time jobs within five years after the Conveyance Date of the Property, provided that the Company shall be required to create eighty-five full-time jobs within such time period (the "Jobs Requirement"). The Company expects that fifty percent (50%) of the jobs created will be in the light industrial, manufacturing, office, and/or healthcare sectors, as targeted industries identified by the County. Further, the Company expects that many of the newly created jobs will provide starting annual salaries exceeding the median area income for the County.

Section 1.2. *Investment.* Within five years after the Conveyance Date, the Company anticipates investing approximately \$10,000,000 in the Project (as described in Section 1.1 above).

**ARTICLE II
UTILITY LICENSE FEE IMPROVEMENTS**

Section 2.1. *Utility License Fee Credits.* The County shall undertake up to \$577,000 in expenses and improvements at the Property, prior to the Conveyance Date and at the direction of the Company, provided such costs constitute eligible "infrastructure" as define in Section 12-20-105(B) of the Code of Laws of South Carolina, 1976, as amended (the "Improvements). Upon completion of the Improvements, and subject to other terms and conditions contained in this Incentive Agreement and the above-referenced contract of sale, the County shall convey the Property to the Company.

**ARTICLE III
COUNTY COMMITMENTS**

Section 3.1. *Permitting.* To the maximum extent allowed by law, the County will assist with the identification and coordination of, and will use its best reasonable efforts to cause, all County, and any other local construction and other permits for which appropriate application is made by the Company, to be issued or obtained on a timely basis. Based upon the information provided to the County by the Company concerning the Project, the County presently foresees no problem with respect to the permitting of the Project by the County.

Section 3.2. *Zoning.* To the best of the County's knowledge, the Project is zoned for the Company's intended use, or the County does not anticipate any problems with obtaining such variances as may be required.

Section 3.3. *Utilities.* To the best of the County's knowledge, all necessary utilities are available at the Property.

Section 3.4. *Miscellaneous.* The County agrees to work with the Company to assist in obtaining any reasonable approvals as may be required for the Project as described herein.

ARTICLE IV CLAWBACKS

Section 4.1. *Clawbacks.* The Company shall be subject to retroactive payments to the County as follows:

(a) If the Company does not commence vertical construction activity within one year from conveyance of the Property by the County, the County shall be entitled to either:

(1) exercise an option to repurchase the Property from the Company pursuant to the terms of the Agreement of Purchase and Sale between the County and the Company executed substantially contemporaneously herewith. If the County exercises said option to purchase, it shall forfeit the right to \$200,000.00 described in subparagraph (2) below; provided no additional liens or encumbrances have been placed on the Property by Company. Notwithstanding the foregoing, if a construction loan is closed and the Property is encumbered by a construction mortgage, the repurchase option shall be terminated and released, or

(2) the Company shall make a payment of Two Hundred Thousand Dollars (\$200,000.00) to the County, within 60 days following the applicable default, in which case the purchase option shall be terminated and released.

In either case, no further clawback obligations will be triggered.

(b) If the Company does not substantially complete 60,000 square feet of new building construction on the Property within two years after the Conveyance Date, the Company shall make a payment of Two Hundred Thousand Dollars (\$200,000.00) to the County within 60 days following the applicable default. In such case, no further clawback obligations will be triggered. The issuance of a Certificate of Occupancy by the applicable County official shall constitute substantial completion.

(c) If the Project does not create 85 full-time jobs on the site within five years of the Conveyance Date, a pro rata payment shall be remitted to the County. The pro rata payment shall be based on the highest number of jobs created and equals the percentage shortfall in the Jobs Requirement (as described in Section 1.1) times Two Hundred Thousand Dollars (\$200,000.00). For example, if the highest number of jobs reached is 68, the shortfall would be 20% (100% - [68/85]), thereby resulting in a payment obligation of \$200,000 x 20% = \$40,000. The Company's pro rata payment shall be due within 60 days following the five-year anniversary of the Conveyance Date.

Section 4.2. *Letter of Credit.* All payment obligations set forth in Section 4.1 of this Incentive Agreement must be secured by a letter or letters of credit initially in the amount of \$200,000, but subject to annual reduction upon partial satisfaction of the above criteria, as

approved by the County. In no event shall the total amount of the clawback obligations exceed \$200,000. The Company shall maintain the letter or letters of credit in place for a minimum of two (2) years plus 60 days or until the payment obligation in Section 4.1 have been satisfied, whichever first occurs.

ARTICLE V MISCELLANEOUS

Section 5.1. *Applicable Law.* This Incentive Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with the laws of South Carolina, without regard to any conflict of law principles that would refer governance of this Incentive Agreement to any other state.

Section 5.2. *Binding Effect of Agreement.* To the extent permitted by law, this Incentive Agreement represents binding and enforceable commitments between the County (including its constituent agencies and departments) and the Company.

Section 5.3. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Incentive Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Incentive Agreement.

Section 5.4. *Further Actions.* To the extent permitted by law, the County shall use its best reasonable efforts to take whatever actions are necessary and appropriate in order to comply with its undertakings in this Incentive Agreement.

Section 5.5. *Counterparts.* This Incentive Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument.

Section 5.6. *Termination.* The parties understand that the Company may choose not to proceed with the Project as herein provided, in which event this Incentive Agreement shall terminate upon notice by the Company to the County as to such choice.

Section 5.7. *Assignment.* The Company may assign a part or all of its rights or obligations under this Incentive Agreement to any affiliated entity or related party without the consent of the County. Any other assignment of the Company's rights or obligations under this Incentive Agreement shall require the written consent of the County, which shall not be unreasonably withheld.

Notwithstanding the foregoing, County acknowledges and agrees that the Company may assign its rights and obligations under this Agreement at Closing to two entities controlled by its principals and referred to herein as the "Coker LLC" and the "Dolnik LLC." Upon such assignment, the County agrees that this Agreement will be amended so that the requirements in Section 4.1 and 4.2 of this Agreement shall be split between the Coker LLC and the Dolnik LLC based on a division to be indicated by the Company prior to Closing, provided that the total amount

of the letters of credit required in Section 4.2 shall not be less than \$200,000, or such lesser amount as the County may approve from time to time.

Section 5.8. *Cooperation.* The County hereby agrees, to the extent permitted by law, to cooperate with the Company in sustaining the enforceability of this Incentive Agreement.

Section 5.9. *Attorneys' Fees.* Each party shall be responsible for its own attorneys' fees incurred in connection with this Incentive Agreement and any other agreements or instruments entered into pursuant to the matters detailed herein.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Incentive Agreement as of the day and year first above written.



(SEAL)

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: *Amy M. Gunn*
Name: *Amy M. Gunn*
Title: *County Administrator*

ATTEST:

Signature: *Sarah W. Brock*
Name: *Sarah W. Brock*
Title: *Clerk to Council*

CSD MYRTLE PARK, LLC

Signature: *Charles W. Coker, Jr.*
Name: Charles W. Coker, Jr.
Title: Manager

Signature: *Tim Dolnik*
Name: Tim Dolnik
Title: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ORDINANCE NO. 2019 / 55

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Project is beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (c) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (d) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (e) The benefits of the Project to the public will be greater than the costs.

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

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

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

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

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this 9th day of December, 2019.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: *Stu Rodman*
 Name: Stu Rodman
 Title: Chairman, County Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

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

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on August 26, 2019, September 9, 2019, and December 9, 2019. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on September 9, 2019, and notice of the public hearing was published in the Island Packet on August 25, 2019. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

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

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Beaufort County Council, South Carolina, as of this 9th day of December, 2019.

Signature: *Sarah W. Brock*
 Name: Sarah W. Brock
 Title: Clerk to County Council

Exhibit A
Incentive Agreement



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RFQ 100820 Parks and Recreation Master Plan Consulting Services Contract Award Recommendation
MEETING NAME AND DATE:
Public Facilities Committee, April 19, 2021
PRESENTER INFORMATION:
Dave Thomas, Purchasing Director, 5 minutes needed
ITEM BACKGROUND:
Beaufort County has been in need of an overall Parks and Recreation Master Plan for some time. This process will provide County Council and Parks and Recreation staff the ability to handle short and long term goals. It will also be a great tool in getting community involvement to understand the wants and needs of parks and programming.
PROJECT / ITEM NARRATIVE:
On October 8, 2020, we received the following seven responses to the RFQ: 1. Design Workshop, 2. CHA Consulting, 3. Green Play LLC, 4. The LandPlan Group South, 5. Wood and Partners, 6. Lose Design, 7. Benesch. The evaluation committee reviewed each firm's qualifications and selected Wood and Partners as the number one ranked firm. See the attached summary score sheet.
FISCAL IMPACT:
The contract initial project start up and deposit of \$125,000 will be paid for under 10001600-51160 (Professional Services). The remaining balance of \$48,190 will be transferred from aquatics salaries to the Professional Services account to fund the entire project. The additional aquatics funds became available due to the lack of pool activity during Covid-19. Total contract cost is \$173,190.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the contract award of \$173,190 to Wood and Partners. See the attached scope of work and price breakdown. The project is expected to last 12-18 months.
OPTIONS FOR COUNCIL MOTION:
Committee deny contract approval or approve the contract and forward to County Council for approval.

Appraisers	Shannon Loper	Matt Watts	Phil Foot	Mark Sutton
Wood & Partners	95	76	86	95
Lose Design	84	73	71	91
Greenplay	85	58	80	91
CHA	91	54	77	83
Design Workshop	89	59	60	92
Benesch	87	56	86	70
Landplan Group	85	51	68	83

Mark Roseneau Totals

87	439
89	408
75	389
79	384
83	383
79	378
73	360



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to award Access Control and Security Cameras Contract for the Sheriff's Office 1501 Bay Street (\$61,662.37)
MEETING NAME AND DATE:
Public Facilities Committee April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering Mark Roseneau, Director, Facility Management (5 minutes)
ITEM BACKGROUND:
Codelynx Software and Security is on the South Carolina State Contract for AV products and services along with security, CCTV and access control services. State Contract Numbers 4400018573 and 4400018261
PROJECT / ITEM NARRATIVE:
This project consists of furnishing and installing access control devices (card readers, magnetic locks, electric strikes, etc.) and security cameras, as designed throughout 1501 Bay Street. Beaufort County utilizes Avigalon throughout our facilities.
FISCAL IMPACT:
Codelynx Software and Security proposes a cost totaling \$61,662.37. The funding source is account number 40120011-54213 Courthouse Equipment with a current balance of \$233,925.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends award to Codelynx Software and Security
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award for access control and security cameras for the Sheriff's Office at 1501 Bay Street to Codelynx Software and Security. <i>(Next Step – This contract value is less \$100,000 and this action does not need to be forwarded to County Council. Staff to execute contract upon approval)</i>



South Carolina State Contract

AV products and services 4400018573
 Security, CCTV and Access Control 4400018261

4937 Fargo Street, North Charleston, SC 29418 Tel 843.266.2330 Fax 843.266.2333 www.codelynx.com

Federal Courthouse

Prepared for	Project	Quote Number:
Mark	Courthouse	Quote Date: 10/2/2020
		Rev. No. 3
		Rev. Date 2/8/2021
	Designer/Consultant	Prepared By: Sam
	Sam Hocutt	Reviewed By:

Proposed System Pricing Summary

Part Number	QTY	Description	Price Each	Total
Camera 1				
6.0C-H5A-BO1-IR	1	6.0 MP WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	\$ 864.55	\$ 864.55
H4-BO-JBOX1	1	Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	\$ 60.55	\$ 60.55
Misc Supplies 4	1	Exterior Surface mounted camera	\$ 42.00	\$ 42.00
Camera 2				
6.0C-H5A-BO1-IR	1	6.0 MP WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	\$ 864.55	\$ 864.55
H4-BO-JBOX1	1	Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	\$ 60.55	\$ 60.55
Misc Supplies 4	1	Exterior Surface mounted camera	\$ 42.00	\$ 42.00
Camera 3				
2.0C-H5A-DO1	1	2.0 MP (1000p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$ 639.16	\$ 639.16
Misc Supplies 1	1	Interior Surface mounted camera	\$ 8.40	\$ 8.40
Camera 4				
6.0C-H5A-BO1-IR	1	6.0 MP WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	\$ 864.55	\$ 864.55
H4-BO-JBOX1	1	Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	\$ 60.55	\$ 60.55
Misc Supplies 4	1	Exterior Surface mounted camera	\$ 42.00	\$ 42.00
Camera 5				
6.0C-H5A-BO1-IR	1	6.0 MP WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	\$ 864.55	\$ 864.55
H4-BO-JBOX1	1	Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	\$ 60.55	\$ 60.55
Misc Supplies 4	1	Exterior Surface mounted camera	\$ 42.00	\$ 42.00
Camera 6 DELETED				

24C-H4A-3MH-270	0	3x 8 MP, WDR, LightCatcher, 4mm, Camera Only	\$	1,412.88	\$	-
POE-INJ2-60W-NA	0	Indoor single port Gigabit PoE++ switch, North American power cord included. May also be used in European Union, Japan, Australia, New Zealand	\$	100.92	\$	-
H4AMH-AD-PEND1	0	IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DC-COVR1 or H4AMH-DC	\$	107.65	\$	-
H4AMH-DO-COVR1	0	Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	\$	107.65	\$	-
IRPTZ-MNT-NPTA1	0	Pendant NPT adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$	37.00	\$	-
Misc Supplies 4	0	Exterior Surface mounted camera	\$	42.00	\$	-
Camera 7						
2.0C-H5A-D1	1	4.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$	538.24	\$	538.24
Misc Supplies 1	1	Interior Surface mounted camera	\$	8.40	\$	8.40
Camera 8						
12C-H4A-4MH-360	1	4x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only	\$	1,281.68	\$	1,281.68
POE-INJ2-60W-NA	1	Indoor single port Gigabit PoE++ switch, North American power cord included. May also be used in European Union, Japan, Australia, New Zealand	\$	100.92	\$	100.92
H4AMH-AD-CEIL1	1	In-ceiling adapter, must order either a H4AMH-DC-COVR1 or H4AMH-DC-COVR1-SMOKE.	\$	100.92	\$	100.92
H4AMH-DC-COVR1	1	Dome bubble and cover, for in-ceiling mount, clear.	\$	47.10	\$	47.10
H4AMH-DC-CPNL1	1	Drop ceiling metal panel for use with H4A-MH-AD-CEIL1.	\$	74.01	\$	74.01
Misc Supplies 2	1	Interior Pendant mounted camera	\$	18.00	\$	18.00
Camera 9						
2.0C-H5A-D1	1	4.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$	538.24	\$	538.24
Misc Supplies 1	1	Interior Surface mounted camera	\$	8.40	\$	8.40
Camera 10						
2.0C-H5A-D1	1	4.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$	538.24	\$	538.24
Misc Supplies 1	1	Interior Surface mounted camera	\$	8.40	\$	8.40
Camera 11						
2.0C-H5A-D1	1	4.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$	538.24	\$	538.24
Misc Supplies 2	1	Interior Pendant mounted camera	\$	18.00	\$	18.00
Camera 12						
4.0C-H5A-D1	1	4.0 MP WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$	633.78	\$	633.78
Misc Supplies 2	1	Interior Pendant mounted camera	\$	18.00	\$	18.00
Camera 13						
4.0C-H5A-D1	1	4.0 MP WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	\$	633.78	\$	633.78
Misc Supplies 2	1	Interior Pendant mounted camera	\$	18.00	\$	18.00
Server / Equipment						
VHW-HWPS-B	12	HIGHWIRE PowerStar Base unit	\$	185.57	\$	2,226.82
VHW-HWPS-C	12	HIGHWIRE PowerStar Camera unit	\$	174.78	\$	2,097.36

VPSU-57V-800-xx	12	Optional 57VDC 800mA power supply (xx=US/EU/UK)	\$	40.28	\$	483.41
ACC7-ENT	12	ACC 7 Enterprise Edition camera license	\$	195.11	\$	2,341.34
AL600ULACM	1	Access Power Controller w/ Power Supply/Charger, 6 Fused Relay Outputs, 12/24VDC @ 6A, FAI, 115VAC, PC400 Enclosure	\$	246.12	\$	246.12
NPP-6024	1	24 port patch panel	\$	58.96	\$	58.96
342599	14	Intellinet Patch Cable, Cat6, UTP, 7', Blue	\$	1.66	\$	23.18
COMT 38600	1	CAT6 Plenum CMP 4 BLU 1000	\$	264.00	\$	264.00
Access Control						
Door 1						
8320 DSS X 28	1	Electromagnetic Lock, Double, 1500 LB Holding Force, 12/24 Volt DC, 21" Width x 1-5/8" Depth x 2-7/8" Height, Beveled Anodized Aluminum, With Status	\$	606.88	\$	606.88
FB20 X 28	1	8320 FILLER BAR X28 1/4X3/4X21	\$	35.06	\$	35.06
SS2488EX-EN	1	Stopper Station, Blue, Flush Cover, Universal Stopper, Label Shell, Pneumatic	\$	239.94	\$	239.94
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
KAN-TREXLT	1	REQUEST to EXIT MOTION DET	\$	61.34	\$	61.34
Door 2						
1600-CS-630	1	DES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapade For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 3						
1600-CS-630	1	DES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapade For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 4						
8320 DSS X 28	1	Electromagnetic Lock, Double, 1500 LB Holding Force, 12/24 Volt DC, 21" Width x 1-5/8" Depth x 2-7/8" Height, Beveled Anodized Aluminum, With Status	\$	606.88	\$	606.88
FB20 X 28	1	8320 FILLER BAR X28 1/4X3/4X21	\$	35.06	\$	35.06
SS2488EX-EN	1	Stopper Station, Blue, Flush Cover, Universal Stopper, Label Shell, Pneumatic	\$	239.94	\$	239.94
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AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
KAN-TREXLT	1	REQUEST to EXIT MOTION DET	\$	61.34	\$	61.34

Door 5						
9600-12/24-630-LBM	1	9600-629-LBSM 12/24VDC,RIM,SURF MT,LCHBLT & STRIKE MON,US32	\$	405.54	\$	405.54
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 6						
9600-12/24-630-LBM	1	9600-629-LBSM 12/24VDC,RIM,SURF MT,LCHBLT & STRIKE MON,US32	\$	405.54	\$	405.54
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 7						
9600-12/24-630-LBM	1	9600-629-LBSM 12/24VDC,RIM,SURF MT,LCHBLT & STRIKE MON,US32	\$	405.54	\$	405.54
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
SS2488EX-EN	1	Stopper Station, Blue, Flush Cover, Universal Stopper, Label Shell, Pneumatic	\$	239.94	\$	239.94
Door 8						
1600-CS-630	1	RES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapate For Latchbolt/Deadbolt	\$	356.39	\$	356.39
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
Door 9						
1600-CS-630	1	RES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapate For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 10						
8310 DSS X 28	1	MultiMag with Door Status Sensor (DSS) - For Single Outswinging Interior or Perimeter Doors	\$	330.00	\$	330.00
FB20 X 28	1	8320 FILLER BAR X28 1/4X3/4X21	\$	35.06	\$	35.06
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
SS2488EX-EN	1	Stopper Station, Blue, Flush Cover, Universal Stopper, Label Shell, Pneumatic	\$	239.94	\$	239.94

KAN-TREXLT	1	REQUEST to EXIT MOTION DET	\$	61.34	\$	61.34
Door 11						
1600-CS-630	1	RES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapade For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 12						
1600-CS-630	1	RES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapade For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 13						
1600-CS-630	1	RES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapade For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Door 14						
1600-CS-630	1	RES 1000 ELECTRIC STRIKE, DYNAMIC, LOW PROFILE, 12/24 Volt DC, 0.24/0.12 Ampere, Satin Stainless Steel, With Escapade For Latchbolt/Deadbolt	\$	356.39	\$	356.39
Misc Supplies 5	1	Exterior Pendant mounted camera	\$	42.00	\$	42.00
1078C-N	1	3/4 REC STL DR LEAD 3/8 WHT	\$	8.15	\$	8.15
AC-ING-READ-XCEEDID-PROX	1	Schlage (formerly XceedID) - 125 kHz Proximity - Mini Mullion Reader (Allegion Part Number: PR10)	\$	100.92	\$	100.92
Equipment 1st Floor						
AC-SW-LIC-16RCU-6-P	1	Access Control Manager 6 16 Reader Count Software License	\$	560.44	\$	560.44
AC-MER-CONT-LP1502	1	intelligent controller, Linux based with 2 doors, 0 inputs and 4 outputs, expandable up to 64 doors. series 3 (Mercury Part #: LP1502)	\$	861.18	\$	861.18
AC-MER-CON-MR52	4	wiegand, 8 inputs, 6 relays (Mercury Part Number: sixteen door mercury MRF2 S2)	\$	474.32	\$	1,897.30
AC-LSP-16DR-MER-LCK	1	System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MRF2 (Mercury)	\$	760.26	\$	760.26
Equipment 2nd Floor						
AC-MER-CONT-LP1502	1	intelligent controller, Linux based with 2 doors, 0 inputs and 4 outputs, expandable up to 64 doors. series 3 (Mercury Part #: LP1502)	\$	861.18	\$	861.18
AC-MER-CON-MR52	3	wiegand, 8 inputs, 6 relays (Mercury Part Number: eight door mercury MRF2 S2)	\$	474.32	\$	1,422.97
AC-LSP-8DR-MER-LCK	1	System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MRF2 (Mercury)	\$	477.69	\$	477.69
Wire Mold	1	Tracking/Molding	\$	235.00	\$	235.00
ADC 9940	3	CMP Access Control 18/4 22/3PR 22/2 22/4	\$	735.60	\$	2,206.80
					SUBTOTAL	\$35,637.73

TAX:	\$2,494.64
SOFTWARE & HARDWARE TOTAL:	\$38,132.37
ENGINEERING, SURVEY, INSTALLATION & LABOR TOTAL:	\$23,530.00
SHIPPING:	\$0.00
SYSTEM TOTAL:	\$61,662.37

NOTES:

Price Quotes are valid for 30 days

Scope of Work:

Install 12 Cameras and 14 Doors in old Federal Building

Exclusions:

Network and Server provided by Beaufort County



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award IFB#030421E Bluffton Pool Resurfacing (\$60,892.50)
MEETING NAME AND DATE:
Public Facilities Committee – April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (2 Minutes)
ITEM BACKGROUND:
<p>On February 2, 2021, Beaufort County Capitol Projects published a solicitation for resurfacing of the Bluffton Pool. On March 4th two bids were received:</p> <ol style="list-style-type: none">1. Anderson Pool Company \$ 52,950.002. USA Construction LLC \$245,000.00 <p>Anderson Pool was lowest responsive bidder. It is unclear why there was such a disparity between the bids however, Anderson Pool has previously resurfaced two pools for Beaufort County and their bid is in line with previous contracts.</p>
PROJECT / ITEM NARRATIVE:
<p>The Bluffton Pool Resurfacing scope of work includes draining the pool, identifying and repairing delaminated surfaces, and resurfacing with quartz plaster, refilling and balancing water in preparation for use. The work shall include permits, fees, and DHEC approval documents for the work.</p> <p>The existing pool surface is extensively delaminated at the assumption of at least 80% of pool surface area.</p>
FISCAL IMPACT:
Andersen Pool Plastering, Inc. bid is a total of \$52,950.00 to complete the Bluffton Pool Resurfacing. With a 15% contingency of \$7,942.50, the total cost of the project is \$60,892.50. The funding source for this project is 2019A GO Bond, account number 40110011-54436 with a current balance of \$475,800.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends awarding IFB#030421E Bluffton Pool Resurfacing to Andersen Pool Plastering, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation of award for IFB#030421E Bluffton Pool Resurfacing to Andersen Pool Plastering, Inc.
<i>The contract amount is less than \$100,000, therefore; does not need to be forwarded to Council.</i>

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 19.



Project Name:	Bluffton High School Pool Resurfacing
Project Number:	IFB 030421E
Project Budget:	
Bid Opening Date:	4-Mar-21
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	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Anderson Pool and Plastering	X	X	No Addenda	X		X Self Performing	\$ 52,950.00
USA Construction LLC	X	X	No Addenda	X	X	X	\$ 245,000.00

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

Bid Administrator Signature

Victoria Moyer

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Commercial Property Lease Agreement –30 Hunter Road, Hilton Head Island, SC 29926 - APAC-Atlantic Inc. (Fiscal impact: \$12,600.00 Incoming Funds)</i>
MEETING NAME AND DATE:
<i>Public Facilities Committee – April 19, 2021</i>
PRESENTER INFORMATION:
<i>Jared Fralix, PE, ACA Engineering Jon Rembold, C.M. Airports Director (alternate) (5 minutes)</i>
ITEM BACKGROUND:
<i>The property at 30 Hunter Road has been acquired by Beaufort County as of 4/1/2020 as part of the phased expansion of the aircraft ramp, the passenger terminal, and vehicle parking. The long-term plan for the property and the buildings includes demolition and use of the property as part of the airport projects.</i>
PROJECT / ITEM NARRATIVE:
<i>Since the buildings do not need to be removed from the property immediately, there is an opportunity to enter into a short-term lease with APAC-Atlantic, Inc., the contractor for the aircraft ramp expansion project. The contractor will use the facility as a project office for the duration of the project. This provides a financial benefit to the County through lease income.</i>
FISCAL IMPACT:
<i>Beaufort County/Hilton Head Island Airport will receive \$12,600.00 for a 6-month lease to APAC-Atlantic, Inc.</i>
STAFF RECOMMENDATIONS TO COMMITTEE:
<i>Approve the short-term lease agreement between Beaufort County and APAC-Atlantic, Inc.</i>
OPTIONS FOR COMMITTEE MOTION:
<i>Motion to approve /deny the 6 month lease agreement to APAC-Atlantic, Inc.</i>
Next step: County Council Meeting –April 26, 2021

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

**COMMERCIAL PROPERTY
 LEASE AGREEMENT**

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (“Lease”) is made and entered into this 1st day of April, 2021, by and between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as “Landlord” and APAC – Atlantic, Inc. hereinafter referred to as “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, has granted, bargained, and conveyed for a month-to-month tenancy and by these presents does grant, bargain and convey unto Tenant, for the premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at **30 Hunter Road (building 2 Suite C), Hilton Head Island, SC 29926**, hereinafter referred to as “Premises”.

II. RENTAL PAYMENT

2.1 *Payment of Rent.* Tenant shall pay to Landlord the monthly rental payments as described in this Section (“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.

2.1.1 The term Rent shall be used in this Lease to describe the monthly rental amount owed during any term of tenancy, and is to include the Initial Rent when applicable according to the terms set forth in this Section.

2.1.2 *Initial Rent.* The initial monthly rental payment shall be in the amount of **Two Thousand, One Hundred (\$2,100.00) Dollars** (“Initial Rent”). The Initial Rent shall be effective as of the Commencement Date and shall remain in effect through the Lease Term or any Renewal Term.

2.2 *Payment of Rent.* The first rental 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 10. All rental payments shall be made in the form of check or wire transfer.

2.3 *Late Payment of Rent.* Any rents 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.

2.4 *Security Deposit.* No Security Deposit required.

III. TERM, ASSIGNMENT AND SUBLETTING

3.1 *Term.* The lease term shall be for a term of months commencing on April 1st, 2021 (“Commencement Date”) and terminating on September 30, 2021 (“Termination Date”), hereinafter the Lease Term.

3.2 *Renewal.* This Lease may be renewed on a month-to-month basis if agreed upon in writing by the Parties; any one renewal term will be for a period not to exceed thirty (30) days (“Renewal Term”).

3.3 *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 demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Tenant certifies that all conditions

required of the Landlord shall be fulfilled and that there are no defenses to the enforcement of the Lease by the Landlord.

Tenant is fully familiar with the physical condition of the Premises. 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 (following Section 9) to Landlord, terminate this Lease.

- 3.4 *Holding Over.* In no event shall there be any renewal of this Lease by operation of law, unless mutually agreed upon by the Parties, and if Tenant remains in possession of the Premises after the termination of this Lease and without a renewal or a new lease, Tenant shall be deemed to occupy the Premises as a tenant at will at a base rental rate equal to one hundred fifty percent (150%) percent of the existing rental rate together with percentage rent as provided under this Lease, and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.
- 3.5 *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.
- IV. TERMINATION.** This Lease shall end on the Termination Date stated in Section 3.1 of this Lease. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice from Landlord to Tenant and/or upon the occurrence of any default event as set forth in Section 9. **Tenant shall have no penalty for terminating this Lease prior to the Termination Date or prior to the end of any Renewal Term.**
- 4.1 *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.
- V. UTILITIES and MAINTENANCE.**
- 5.1 *Utilities.* **Landlord** agrees to provide, at its cost, **water and electricity.** Tenant shall be responsible for paying all other utility expenses associated with the Leased Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all gas, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof.
- 5.2 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.
- VI. USE AND REPAIRS OF PREMISES**
- 6.1 *Use of Premises.* Tenant shall use the Premises for the sole purpose of conducting businesses as APAC-Atlantic, Inc. 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.

- 6.2 *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, pay to Landlord an amount sufficient to cover the repairs. The Landlord shall provide an itemized accounting of all amounts so sought for compensation.

VII. 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.

VIII. INSURANCE LIABILITY AND INDEMNIFICATION

- 8.1 *Insurance Liability.* Tenant hereby covenants and agrees to obtain and carry Commercial General Liability insurance during the tenancy in its entirety, whereby Tenant shall name the Landlord as an additional insured party and shall provide Landlord with a Certificate of Insurance. Tenant agrees to carry and will cause Tenant's subcontractors to carry workman's compensation and general liability insurance, personal and property damage insurance naming the Landlord as an additional insured party thereunder and shall provide Landlord with a Certificate of Insurance evidencing the same prior to commencement of the utilization of the Premises. All contracts and subcontracts shall expressly provide that Tenant or subcontractor shall hold Landlord harmless from and against any and all liability which may arise out of the work to be performed thereunder. If any mechanic's or other lien is filed against the Demised 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.

- 8.2 *Indemnity.* Tenant shall indemnify and shall hold the Landlord harmless from and defend the Landlord against any and all claims, demands, liability, costs, losses or expenses (including attorney's fees and costs) for any injury or death to any person or damage to any property whatsoever arising out of any act or omission of the Tenant or his agents, employees, contractors, invitees, licensees, tenants or assignees unless said claims, demands, liability, costs, losses in expenses (including attorney's fees and costs) result from Landlord's negligence or failure to perform any of Landlord's obligations hereunder. In case any action or proceeding is brought against the Landlord by reason of any such claims or liability, the Tenant agrees to cause such action or proceeding to be defended at its sole expense; provided, however, if the claim, demand or suit is a result of the active negligence of the Landlord and not a condition of the Premises for which Tenant has assumed responsibility then Tenant shall have no duty to defend the Landlord. The provisions of this Lease with respect to any claims or liabilities occurring or caused prior to any termination of this Lease shall survive such termination.

IX. DEFAULT

- 9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:
- (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 thereof.
 - (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.

9.2 *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 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 pursuant to the provisions of subparagraph 7.2(b) 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.

- 9.3 *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.
- 9.4 *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.
- 9.5 *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.

X. MISCELLANEOUS PROVISIONS

10.1 *Addresses and Notices.* All notices or other communications required or desired to be given with respect to this Lease shall be in writing and shall be delivered by hand or by recognized national courier service to the Premises (if to Tenant) or the address hereinafter provided, or sent by certified mail, return receipt requested, bearing adequate postage and properly addressed as hereinafter provided. Each notice given by mail shall be deemed given and received on the date such notice shall have been postmarked by the U.S. Postal Service; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing, except that such notice of change of address shall be deemed to have been given only when actually received.

If to Landlord, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901

With Copy to: Beaufort County Airport
Attn: Jon Rembold, Airport Director
120 Beach City Road
Hilton Head Island, SC 29926
Phone: 843-255-2952
jrembold@bcgov.net

If to Tenant, To: APAC –Atlantic, Inc.
A CRH Company
Attn: Martin Blake, Project Manager, GA/SC Region
47 Telfair Place
Savannah, GA 31415
Phone: 912-443-3428
Email: blake.martin@apacatlantic.com

10.2 *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 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.

- 10.3 *Parking.* Each Tenant and their guests, invitees and employees of Tenant shall have a non-exclusive access to all parking spaces contained within the common area.
- 10.4 *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.
- 10.5 *Subordination and Attornment.* This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, or other instrument in the nature thereof which may now or hereafter affect Landlord's fee title to the Premises and to any other instrument encumbering the fee title of the Premises and to any modifications, renewals, consolidations, extensions, or replacements thereof. In confirmation of such subordination, Tenant shall, upon demand, at any time or times, execute, acknowledge and deliver to Landlord or the holder of any such mortgage, or other instrument, without expense, any and all instruments that may be requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, or other instrument, and each such renewal, modification, consolidation, replacement, and extension thereof. If the holder of any mortgage, or other instrument encumbering the fee title of the Premises shall hereafter succeed to the rights of Landlord, whether through conveyance or judicial sale, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and Tenant, subject to all of the terms, covenants, and conditions of this Lease.
- 10.6 *Severability.* If any clause or provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Lease shall not be affected thereby, unless such invalidity is essential to the rights of both Parties in which event either Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other party.
- 10.7 *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.
- 10.8 *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.
- 10.9 *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.
- 10.10 *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.
- 10.11 *Time is of the Essence.* Time is of the essence of this Lease.

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

LANDLORD:

Witness

Eric L. Greenway
Interim Beaufort County Administrator

Witness

TENANT:

Witness

By: Blake Martin
APAC-Atlantic, Inc. Project Manager

Witness



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Commercial Property Lease Agreement Update for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
MEETING NAME AND DATE:
Public Facilities Committee– April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
This item was presented and approved by the Airports Board on April 16, 2020. This item was presented and approved by the County Council on April 27, 2020.
PROJECT / ITEM NARRATIVE:
This is one of the properties that has been acquired in support of the terminal and ramp expansion at the airport. Due to the complexity of the relocation effort for this tenant, the lease is being offered past the original move-out date but is being offered at a significantly reduced rate in recognition of the amount of effort that is required for this specific tenant’s relocation and reestablishment.
FISCAL IMPACT:
Minor amount of forgone revenue, revenue that does not currently exist.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approval of the updated Lease Agreement for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny the updated Commercial Property Lease Agreement for Stoneworks, LLC located at 28 Hunter Road, Hilton Head Island, SC 29926. Next step: County Council Meeting –April 26, 2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**COMMERCIAL PROPERTY
LEASE AGREEMENT**

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (“Lease”) is made and entered into this 1st day of March, 2021, by and between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as “Landlord” and **Stoneworks, LLC** hereinafter referred to as “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, has granted, bargained, and conveyed for a month-to-month tenancy and by these presents does grant, bargain and convey unto Tenant, for the premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at **28 Hunter Road, Hilton Head Island, SC 29926**, hereinafter referred to as “Premises”.

II. RENTAL PAYMENT

2.1 *Payment of Rent.* Tenant shall pay to Landlord the monthly rental payments as described in this Section (“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 term Rent shall be used in this Lease to describe the monthly rental amount owed during any term of tenancy, and is to include both the Initial Rent and Amended Rent when applicable according to the terms set forth in this Section.

2.1.1 *Initial Rent.* The initial monthly rental payment shall be in the amount of **One (\$1.00) Dollar** (“Initial Rent”). The Initial Rent shall be effective as of the Commencement Date and shall remain in effect through the Lease Term or any Renewal Term, or until the Amended Rent is applied.

2.1.2 *Amended Rent.* The amended monthly rental payment shall be in the amount of **Fourteen Thousand One Hundred Two (\$14,102.00) Dollars** (“Amended Rent”). The Amended Rent shall be effective at a time determined appropriate by the Landlord and in accordance with the Federal Aviation Administration requirements. Following the Landlord’s determination to implement the Amended Rent, the Amended Rent shall be the monthly rental payment amount paid by the Tenant through the Lease Term or any Renewal Term.

2.1.2.1 *Notice of Amended Rent.* Landlord shall provide Tenant a thirty (30) day written notice prior to the Amended Rent being made effective.

2.2 *Payment of Rent.* The first rental 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 10. All rental payments shall be made in the form of check or wire transfer.

2.3 *Late Payment of Rent.* Any rents 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.

2.4 *Security Deposit.* The Tenant has deposited with the Landlord the sum of **One Thousand (\$1,000) Dollars** as a security for the full performance by the Tenant of all the terms of this Lease required to be performed by

the Tenant (“Security Deposit”). Such sum shall be returned to Tenant after the expiration or termination of this Lease, provided the Tenant has fully carried out all of its terms.

In the case of any default as set forth in this Lease, the Security Deposit shall be used to reimburse the Landlord for any expenses. Any overages after the aforementioned expenses have been reimbursed shall be released to the Tenant.

III. TERM, ASSIGNMENT AND SUBLETTING

- 3.1 *Term.* The lease term shall be for a term of months commencing on March 1, 2021 (“Commencement Date”) and terminating on June 30, 2021 (“Termination Date”), hereinafter the Lease Term.
- 3.2 *Renewal.* This Lease may be renewed on a month-to-month basis if agreed upon in writing by the Parties; any one renewal term will be for a period not to exceed thirty (30) days (“Renewal Term”).
- 3.3 *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 demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenable condition. Tenant certifies that all conditions required of the Landlord shall be fulfilled and that there are no defenses to the enforcement of the Lease by the Landlord.

Tenant is fully familiar with the physical condition of the Premises. 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 (following Section 9) to Landlord, terminate this Lease.

- 3.4 *Holding Over.* In no event shall there be any renewal of this Lease by operation of law, unless mutually agreed upon by the Parties, and if Tenant remains in possession of the Premises after the termination of this Lease and without a renewal or a new lease, Tenant shall be deemed to occupy the Premises as a tenant at will at a base rental rate equal to one hundred fifty percent (150%) percent of the existing rental rate together with percentage rent as provided under this Lease, and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.
- 3.5 *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.

- IV. **TERMINATION.** This Lease shall end on the Termination Date stated in Section 3.1 of this Lease. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice from Landlord to Tenant and/or upon the occurrence of any default event as set forth in Section 9. **Tenant shall have no penalty for terminating this Lease prior to the Termination Date or prior to the end of any Renewal Term.**

- 4.1 *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.

V. UTILITIES and MAINTENANCE.

- 5.1 *Utilities.* Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Leased Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof.
- 5.2 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

VI. USE AND REPAIRS OF PREMISES

- 6.1 *Use of Premises.* Tenant shall use the Premises for the sole purpose of conducting businesses as **Stoneworks, LLC**. 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.
- 6.2 *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, pay to Landlord an amount sufficient to cover the repairs. The Landlord shall provide an itemized accounting of all amounts so sought for compensation.

- VII. 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.

VIII. INSURANCE LIABILITY AND INDEMNIFICATION

- 8.1 *Insurance Liability.* Tenant hereby covenants and agrees to obtain and carry Commercial General Liability insurance during the tenancy in its entirety, whereby Tenant shall name the Landlord as an additional insured party and shall provide Landlord with a Certificate of Insurance. Tenant agrees to carry and will cause Tenant's subcontractors to carry workman's compensation and general liability insurance, personal and property damage insurance naming the Landlord as an additional insured party thereunder and shall provide Landlord with a Certificate of Insurance evidencing the same prior to commencement of the utilization of the Premises. All contracts and subcontracts shall expressly provide that Tenant or subcontractor shall hold Landlord harmless from and against any and all liability which may arise out of the work to be performed thereunder. If any mechanic's or other lien is filed against the Demised 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.
- 8.2 *Indemnity.* Tenant shall indemnify and shall hold the Landlord harmless from and defend the Landlord against any and all claims, demands, liability, costs, losses or expenses (including attorney's fees and costs) for any injury or death to any person or damage to any property whatsoever arising out of any act or omission of the Tenant or his agents, employees, contractors, invitees, licensees, tenants or assignees unless said claims, demands, liability, costs, losses in expenses (including attorney's fees and costs) result from Landlord's negligence or failure to perform any of Landlord's obligations hereunder. In case any action or

proceeding is brought against the Landlord by reason of any such claims or liability, the Tenant agrees to cause such action or proceeding to be defended at its sole expense; provided, however, if the claim, demand or suit is a result of the active negligence of the Landlord and not a condition of the Premises for which Tenant has assumed responsibility then Tenant shall have no duty to defend the Landlord. The provisions of this Lease with respect to any claims or liabilities occurring or caused prior to any termination of this Lease shall survive such termination.

IX. DEFAULT

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

- (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 thereof.
- (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.

9.2 *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 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 pursuant to the provisions of subparagraph 7.2(b) 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.

9.3 *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.

9.4 *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.

9.5 *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.

X. MISCELLANEOUS PROVISIONS

10.1 *Addresses and Notices.* All notices or other communications required or desired to be given with respect to this Lease shall be in writing and shall be delivered by hand or by recognized national courier service to the Premises (if to Tenant) or the address hereinafter provided, or sent by certified mail, return receipt requested, bearing adequate postage and properly addressed as hereinafter provided. Each notice given by mail shall be deemed given and received on the date such notice shall have been postmarked by the U.S. Postal Service; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing, except that such notice of change of address shall be deemed to have been given only when actually received.

If to Landlord, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901

With Copy to: Hilton Head Island Airport
Attn: Jon Rembold, Airport Director
120 Beach City Road
Hilton Head Island, SC 29926
Phone: 843-255-2952
jrembold@bcgov.net

If to Tenant, To: Stoneworks, LLC

Phone: 843-689-6980
Email: john@hiltonheadstone.com

- 10.2 *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 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.
- 10.3 *Parking.* Each Tenant and their guests, invitees and employees of Tenant shall have a non-exclusive access to all parking spaces contained within the common area.
- 10.4 *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.
- 10.5 *Subordination and Attornment.* This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, or other instrument in the nature thereof which may now or hereafter affect Landlord’s fee title to the Premises and to any other instrument encumbering the fee title of the Premises and to any modifications, renewals, consolidations, extensions, or replacements thereof. In confirmation of such subordination, Tenant shall, upon demand, at any time or times, execute, acknowledge and deliver to Landlord or the holder of any such mortgage, or other instrument, without expense, any and all instruments that may be requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, or other instrument, and each such renewal, modification, consolidation, replacement, and extension thereof. If the holder of any mortgage, or other instrument encumbering the fee title of the Premises shall hereafter succeed to the rights of Landlord, whether through conveyance or judicial sale, Tenant shall attorn to and recognize such successor as Tenant’s landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and Tenant, subject to all of the terms, covenants, and conditions of this Lease.
- 10.6 *Severability.* If any clause or provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Lease shall not be affected thereby, unless such invalidity is essential to the rights of both Parties in which event either Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other party.
- 10.7 *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.
- 10.8 *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.

- 10.9 *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.
- 10.10 *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.
- 10.11 *Time is of the Essence.* Time is of the essence of this Lease.

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

LANDLORD:

Witness

Eric Greenway
*Interim Beaufort County
Administrator*

Witness

TENANT:

Witness

By: John Baltzegar, Owner

Witness



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Commercial Property Lease Agreement Update for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
MEETING NAME AND DATE:
Public Facilities Committee– April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
This item was presented and approved by the Airports Board on April 16, 2020. This item was presented and approved by the County Council on April 27, 2020.
PROJECT / ITEM NARRATIVE:
This is one of the properties that has been acquired in support of the terminal and ramp expansion at the airport. Due to the complexity of the relocation effort for this tenant, the lease is being offered past the original move-out date but is being offered at a significantly reduced rate in recognition of the amount of effort that is required for this specific tenant’s relocation and reestablishment.
FISCAL IMPACT:
Minor amount of forgone revenue, revenue that does not currently exist.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approval of the updated Lease Agreement for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny the updated Commercial Property Lease Agreement for Stoneworks, LLC located at 28 Hunter Road, Hilton Head Island, SC 29926. <i>Next step: If approved need Public Hearing at County Council Meeting –May 10, 2021</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Lease Agreement for the Lobeco Library with the Beaufort County School District. (\$1 for the term of the lease)
MEETING NAME AND DATE:
Public Facilities Committee-April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator, Engineering Thomas Keaveny, II, Deputy County Attorney (Alternate) Mark Roseneau, Director, Facility Management (5 Minutes)
ITEM BACKGROUND:
Beaufort County retains a lease with the Beaufort County School District for property on which sits both the Library and the Head Start Building. Lease will expire December 31, 2025. Head Start has a similar lease with the Beaufort County School District. The School District has asked to amend the lease to exclude the Head Start Building. The Beaufort County School District has represented that such a lease with Head Start is necessary so that Head Start can apply and receive significant grant moneys.
PROJECT / ITEM NARRATIVE:
Amend the Lobeco Library Lease Agreement with the Beaufort County School District
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
The following options: <ol style="list-style-type: none">1. Adding an addendum to the existing lease which expires in 2025 to exclude the Head Start Building from the lease; or2. Entering into a new 25 year lease with Beaufort County so that the two leases run concurrent.
OPTIONS FOR COUNCIL MOTION:
Staff recommends to approve Option 1 or Option 2 <i>(Move forward to Council for Approval on April 26, 2021)</i>

946 3951

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

This Lease made this 23rd day of October, 2000, by and between BEAUFORT COUNTY SCHOOL DISTRICT, hereinafter called "Landlord", and BEAUFORT COUNTY, hereinafter called "Tenant".

W I T N E S S E T H :

Landlord leases to Tenant and Tenant rents from Landlord, for use by Beaufort County Library, certain real property located in Lobeco, Beaufort County, South Carolina, more fully described in Exhibit "A" attached hereto, on the following terms and conditions:

1. LEASE TERM: The term of this lease is for a period of twenty-five (25) years and commences on December 31, 2000, and terminates on December 31, 2025, and is, at the option of tenant, renewable ~~for~~ one (1) twenty-five (25) year term and thereafter renewable upon such terms as the parties may specifically agree.

CONSIDERATION: The consideration for the terms hereof shall be ONE AND NO/100 DOLLAR (\$1.00).

→ 2. OCCUPANCY AND USE: Tenant accepts the premises and all fixtures thereon in "as is" condition as of the date of the commencement of this lease. Tenant agrees to maintain the grounds and fixtures thereon in good order. Tenant and any sub-tenants' utilization and operation of the premises in any manner inconsistent with its library-related activities, or activities

which do not conform to its charter, shall remain subject to advance approval by the Landlord. Upon termination of this lease, Tenant agrees to surrender possession of the premises in as good condition and repair as when initially occupied.



3. TENANT RESPONSIBILITIES: The Tenant is to assume all financial responsibilities associated with utilities, maintenance, liability, repairs, improvements, upkeep, fire, windstorm, liability and other insurance, taxes and fees on the subject premises. It is the intent of this lease that any and all expenses whatsoever associated with the leased premises be paid by the Tenant during the term of this lease. It is specifically understood by the parties hereto that the Tenant assumes any and all responsibility and liability of whatever nature, to include dealing with potential asbestos presence, arising from whatever occurrence and does hold the Landlord absolutely harmless throughout the term hereof. Tenant further agrees to indemnify Landlord for any costs/expenses and damages incurred in defending itself as a result of Tenant's utilization of the premises.

4. INSURANCE: Tenant shall maintain liability insurance on the premises under its general liability policy and shall name the Landlord as an additional insured.

5. NOTICES: The Landlord will notify the Tenant in writing of any misuse or violation, of which it becomes aware, of the terms of this agreement. Tenant shall have thirty (30) days to correct

any misuse or violation, without cost to the Landlord. Failure to comply will result in immediate termination of the Lease. Notices shall be as to:

LANDLORD: Beaufort County School District
Attn: Director of Facilities and Maintenance
PO Drawer 309
Beaufort, SC 29901-0309

TENANT: _____
Attn: _____

6. ASSIGNMENT: All assignments or sub-lease(s) must be approved in advance by the Landlord or its designated agent. Any decision regarding approval or disapproval will be conveyed to Tenant within thirty (30) days of its request. No assignment or sub-lease of the property shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of the Landlord. No assignment or sub-lease shall release Tenant from the obligations of this Lease.

7. TENANT'S PERSONAL PROPERTY: If, upon the termination of this Lease or abandonment of the premises by Tenant, Tenant abandons or leaves any personal property on the premises, Landlord shall have the right, without notice to Tenant, to store or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to the Tenant.

May 29 03 12:07p

Public Services Dept

(843) 470-2823

P. 6

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the day and year first above-written

WITNESSES:

[Handwritten signatures of witnesses]

[Handwritten signatures of witnesses]

LANDLORD:

BEAUFORT COUNTY SCHOOL DISTRICT

By: *[Signature]*
Its: _____

TENANT:

[Signature]

By: _____

Its: _____

EXHIBIT 'A'

ALL that certain piece, parcel or tract of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 4 acres, more or less, bounded on the North by property now or formerly of Ford, on the East by the public right of way of U.S. Highway 21; on the south and west by lands now or formerly of Butler.

This being the same property conveyed to the Beaufort County School District by deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 41 at Page 755.

TAX REF: R700-37-5



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance authorizing the execution and delivery of Utility Easements #901550 & 901551 encumbering property owned by Beaufort County.
MEETING NAME AND DATE:
Public Facilities Committee Meeting April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
Beaufort County has requested electrical services for a shed located on the Public Works South Complex. Dominion Energy needs easements on County Parcels R600 040 000 0005 0000 & R600 039 000 0285 0000 to facilitate this request.
PROJECT / ITEM NARRATIVE:
The Public Works building located at 9 Benton Field Road (R600 039 000 0285 0000) has electrical services, however, the Southeastern property corner where the shed is located does not have electrical services. Dominion plans on providing service from County Parcel R600 040 000 0005 0000 which abuts the southern property line and is identified in Exhibit "A" of the requested easements.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting Utility Easements #901550 & 901551.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve</i> granting Utility Easements #901550 & 901551. <i>Motion to deny</i> granting Utility Easements #901550 & 901551.
<i>(Next Step) Move PFC action to County Council vote on 4/26/2021</i>

Easement # 901550

INDENTURE, made this _____ day of _____, 2021 by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **25.00 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Low Country School, Inc.**, dated or recorded **8/4/1988**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 507 at Page 779**.

All that certain piece, parcel, or tract of land, lying and being in Bluffton Township and being shown in Plat Book 35 at Page 228. The easement is for the Grantee's facilities more fully shown on Exhibit "A", attached hereto and made a part hereof, as reference only.

TMS: R600 040 000 0005 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Beaufort County

By: _____ (SEAL)

1st Witness

Print Name: _____

2nd Witness

Title: _____

Easement # 901550

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, _____ as, _____ of **Beaufort County**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2021

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC**

Line: **9 BENTON FIELD RD// NEW SVC**

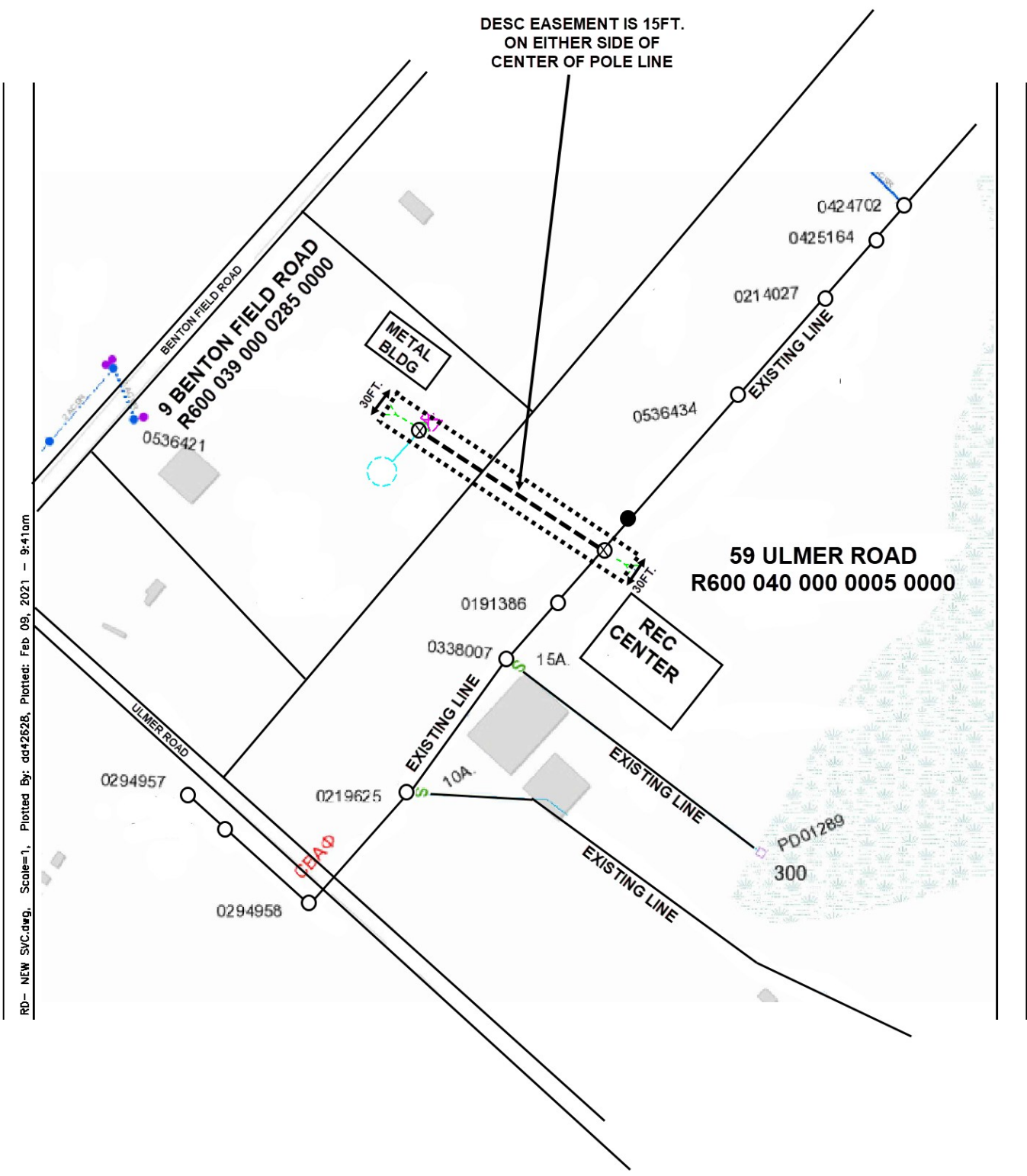
County: **Beaufort**

R/W File Number: **24658**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

EXHIBIT "A"



Easement # 901551

INDENTURE, made this _____ day of _____, 2021 by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **3.99 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Alan A. Ulmer, Jr., etal**, dated or recorded **4/1/1992**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 595 at Page 1746**.

All that certain piece, parcel, or tract of land, lying and being in Bluffton Township and being shown as 3.99 acres on a plat in Deed Book 595 at Page 1748. The easement is for the Grantee's facilities more fully shown on Exhibit "A", attached hereto and made a part hereof, as reference only.

TMS: R600 039 000 0285 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Beaufort County

By: _____ (SEAL)

1st Witness

Print Name: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, _____ as, _____ of **Beaufort County**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2021

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC**

Line: **9 BENTON FIELD RD// NEW SVC**

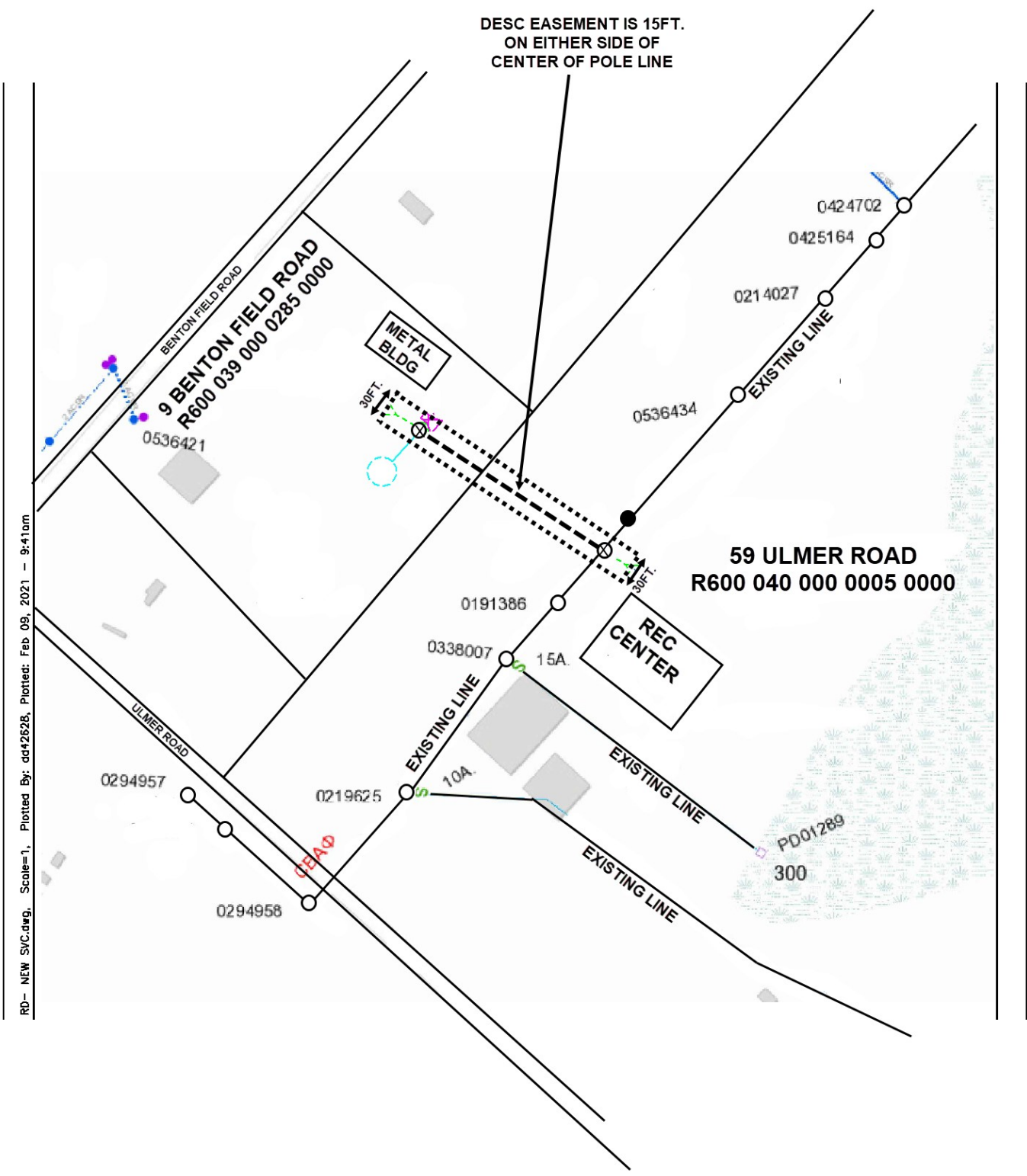
County: **Beaufort**

R/W File Number: **24658**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

EXHIBIT "A"





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services
MEETING NAME AND DATE:
Public Facilities Committee – April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA – Engineering (5 mins)
ITEM BACKGROUND:
The Town of Yemassee and Beaufort County have worked together on a few infrastructure-based projects on a one-time basis agreements.
PROJECT / ITEM NARRATIVE:
Beaufort County and the Town of Yemassee seek to enter into an agreement whereby the County and Town may offer aid and assistance to each other for special projects and associated services including project management, inspection services, community relations, utility service agency coordination, and public affairs related to those projects which has a define beginning and conclusion. The initial term of the agreement will be two (2) years with the option to renew for three additional one (1) year renewals not to exceed a total of five (5) years.
FISCAL IMPACT:
Per project, the County and Town will mutually agree to a fee schedule based on an agreed upon hourly rate for the service provided prior to the commencement of the requested support. The funding sources will vary per project and pending County Council and Town Council approval of the annual budget in which both intend to possess adequate funds to adequately resource anticipated mutual support.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval and execution of the Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services. <i>(Next Step - Move forward to Council on 4/26 for consideration to approve the proposed Intergovernmental Agreement)</i>

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

INTERGOVERNMENTAL AGREEMENT
SPECIAL PROJECTS AND ASSOCIATED
SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into this _____ day of _____, 2020 by and between the Town of Yemassee, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County seek to establish an agreement whereby the County and Town may offer aid and assistance to each other for the engineering and construction management of Special Projects and Associated Services; and

WHEREAS, the Town and County agree that Special Projects and Associated Services include Project Management, Inspection Services, Community Relations, Utility Service Agency Coordination, Maintenance and Public Affairs related to those projects which have a defined beginning and conclusion; and

WHEREAS, both the County and the Town recognize they possess less capability and capacity when operating separately but greater capability and capacity when leveraging their collective strengths together for well-defined projects or tasks; and

WHEREAS, pending County Council and Town Council approval of the annual budget, both intend to possess adequate funds to adequately resource anticipated mutual support; and

WHEREAS, the County and the Town agree to a fee schedule based on an agreed upon hourly rate for the service provided prior to the commencement of the requested support commences; and

WHEREAS, the County and the Town both retain the option of agreeing to execute this IGA or leveraging other solutions based on the best interests of the Town or County respectively; and

WHEREAS, the County and Town will perform a cost benefit analysis for each project or tasking to fully understand the true costs of the service provided before approving execution of support by the County or Town for the benefit of the County or Town; and

WHEREAS, the County and Town jointly agree on a timetable for providing support prior to the execution of support by the County or Town for the benefit of the County or Town; and

WHEREAS, pursuant to S.C. Code of Laws Sections 4-9-40, and 6-1-20, and Article VIII Section 13 of the State of South Carolina Constitution, cities and counties may enter into agreements to provide for joint services when mutually desirable; and

NOW, THEREFORE, the below listed agreement is established to better serve the needs of both the County or Town with respect to Special Projects and Associated Services within the County, Town or both.

SECTION 1 - DEFINITIONS

A. **AUTHORIZED REPRESENTATIVE** - Shall be the County Administrator, the Town Manager or a designated employee of entity who is authorized the County Administrator or Town Manager in writing by that government to request, offer, or provide assistance under the terms of this Agreement.

B. **PERIOD OF ASSISTANCE:** The period of time beginning with the authorization by the County or Town to perform Special Projects or Associated Services following a clear understanding of cost, codified by joint memorandum, by both the County and Town.

SECTION 2 - PROCEDURES

A. **REQUEST FOR ASSISTANCE:** The County or the Town may initiate informal discussions at the Staff level with staff counterparts to secure basic support and cost data elements. These informal discussions will provide the facts required for Staff to brief senior management at both the County and Town. Once approved by both the County and Town, a joint memorandum will be drafted by the requesting organization, either the County or Town for signature by authorized representatives of both the County and Town.

C. **INSPECTION:** Once authorized by the requesting organization to perform work, the organization providing the service will provide weekly updates on the status of the assigned task. The staff member responsible for executing that requested support will inform leadership of the progress in order to ensure projects remain on schedule and within the agreed upon budget.

D. **SUPERVISION AND CONTROL:** The personnel, equipment and resources of the County or Town shall remain under operational control of the County or Town based on who requests support and who is receiving support for all work being done under this agreement. The designated supervisory personnel of the organization providing support shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the supporting organization; and shall report work progress to the organization receiving the requested support.

E. **COMMUNICATIONS:** Unless specifically instructed otherwise, the organization providing requested support shall have the responsibility for coordinating communications between the personnel of both the County and the Town.

F. **INVOICES:** Based on which organization is providing support, invoices shall be submitted to the organization receiving support when a particular project or task has been completed or in a way agreed upon by both the County and Town by way of the project authorization joint memorandum.

G. **PAYMENT:** Based on which organization provides support, invoices shall be paid, or advise of any disputed items, not later than thirty (30) days following the billing date.

SECTION 3 - INSURANCE

Each Party to this agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 4 - LIABILITY

Each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 5 - TERM

The initial term of this Agreement shall be for two (2) years from the date approved by both the County and Town Council, with the option to renew for three additional one (1) year renewal terms, for a total not to exceed five (5) years. This agreement may be terminated upon sixty (60) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

SECTION 6 - SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the Town of Yemassee, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2020.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: _____

WITNESSES:

TOWN OF YEMASSEE

By: _____
Its: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
PUBLIC FACILITIES COMMITTEE MEETING APRIL 19, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN RODMAN
ITEM BACKGROUND:
RECOMMENDATION TO REAPPOINT BRUCE KLINE TO CONSTRUCTION ADJUSTMENT AND APPEALS BOARD. THIS BOARD IS USED ON AS-NEEDED BASIS. 4th TERM- DISTRICT 3 1st TERM- 2008 2nd TERM- 2011 3rd TERM- 2015 EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
CONSTRUCTION ADJUSTMENT AND APPEALS BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) RECOMMENDATION TO REAPPOINT BRUCE KLINE TO CONSTRUCTION ADJUSTMENT AND APPEALS BOARD TO MOVED FORWARD TO COUNTY COUNCIL FOR FINAL APPROVAL. THIS BOARD IS USED ON AS-NEEDED BASIS.

Vaughn, Tithanie

From: Bruce Kline <Chiefkline@staff.lishfd.org>
Sent: Wednesday, February 3, 2021 11:49 AM
To: Vaughn, Tithanie
Subject: Re: Construction Adjustment and Appeals Board

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

Tithanie, yes I would like to continue.

Bruce Kline

On Feb 2, 2021, at 11:43 AM, Vaughn, Tithanie <tithanie.vaughn@bcgov.net> wrote:

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.
Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Good Morning,

You are currently on the Construction Adjustment and Appeals Board.
This board is used on a as needed basis. Do you wish to be removed from this board or continue to serve? You had expired in 2019 . If you wish to stay on board please fill out attached and send back.

Thank you,

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)
<image001.png>

<Letter of Intent.docx>

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN

GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

March 12, 2015

Mr. Bruce A. Kline
10 Shade Tree Lane
Beaufort, SC 29907

Re: Reappointment to Construction Adjustments and Appeals Board

Dear Mr. Kline:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Construction Adjustments and Appeals Board.

This will be a four-year term reappointment, which expires February 2019, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Construction Adjustments and Appeals Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Andrew Corriveau, Board Chairman
Charles Atkinson, Board Administrator

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228

WM. WESTON J. NEWTON
CHAIRMAN

W. R. "SKEET" VON HARTEN
VICE CHAIRMAN

COUNCIL MEMBERS

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RICK CAPORALE
GERALD DAWSON
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
D. PAUL SOMMERVILLE
GERALD W. STEWART
LAURA VON HARTEN

TELEPHONE: (843) 470-2800
FAX: (843) 470-2751
www.bcgov.net

GARY T. KUBIC
COUNTY ADMINISTRATOR

KELLY J. GOLDEN
STAFF ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

June 25, 2008

Chief Bruce A. Kline
10 Shade Tree Lane
Lady's Island
Beaufort, SC 29907

Re: Appointment to the Construction Adjustments and Appeals Board

Dear Chief Kline:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Construction Adjustments and Appeals Board.

This will be a partial-term appointment, which expires February 2011 and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Construction Adjustments and Appeals Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Construction Adjustments and Appeals Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,


Wm. Weston J. Newton, Chairman

WWJN:amm

Attachments: Board Membership, Template Ordinance
cc: Andrew Corriveau, Chairman