



**County Council of
Beaufort County
Public Facilities
Committee Meeting**

Chairman

BRIAN FLEWELLING

Vice Chairman

YORK GLOVER

Committee Members

MICHAEL COVERT

MARK LAWSON

JOSEPH PASSIMENT

County Administrator

ASHLEY M. JACOBS

Clerk to Council

SARAH W. BROCK

Staff Support

PATRICK HILL

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Public Facilities Committee Agenda

Monday, April 20, 2020 at 3:30 PM

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

THIS MEETING WILL CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO CALL 843-255-2041 TO SIGN UP FOR PUBLIC COMMENT PARTICIPATION BY PHONE AND CAN COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. *[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES

PRESENTATION ITEMS

6. Right of Way Status Report

ACTION ITEMS

7. Seeking approval of a Resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete Right of Way ownership associated with the dirt road paving of Twickenham Road located in Sheldon Township
8. Seeking approval of a Resolution authorizing the County Administrator to perfect Right of Way on Stroup Road located in Sheldon Township associated with parcel R700 038 000 051a 0000
9. Seeking approval of a Resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete Right of Way ownership associated with the dirt road paving of David Green Road located on St. Helena Island
10. Seeking approval of an Amended and Restated Stormwater Management and Utility Intergovernmental Agreement (IGA) between Beaufort County and the City of Beaufort
11. Seeking approval to award J.H. Hiers' Construction, LLC the Design/Build Construction for Dirt Road Paving Contract #51A RFP #112219E totaling \$2,305,778 with funding for the project coming from TAG Funds.
12. Seeking approval of the Implementation of Decal System and Convenience Center Operational Changes

- [13.](#) Seeking approval of an Ordinance to establish a Solid Waste and Recycling Enterprise Fund
-

DISCUSSION ITEMS

14. Discussion of Update on Horse Island Drainage Problems
15. Continuation of Discussion of Federal Courthouse Lease and Options
-

BOARDS AND COMMISSIONS

- [16.](#) Appointment of Kamal Wigfall to the Keep Beaufort County Beautiful Board
-

CITIZEN COMMENTS

17. Citizen Comments (Every member of the public who is recognized to speak shall limit comments to three minutes - Citizens may email sbrock@bcgov.net, comment on our Facebook Live stream or call 843-255-2041 to participate in Citizen Comment)
18. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

APPROVAL OF MINUTES

Council Committee:

PUBLIC FACILITIES COMMITTEE

Meeting Date:

APRIL 20, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of January 2020 Minutes

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



**County Council of
Beaufort County
Public Facilities
Committee Meeting**

Chairman

BRIAN FLEWELLING

Vice Chairman

YORK GLOVER

Committee Members

MICHAEL COVERT

MARK LAWSON

JOSEPH PASSIMENT

County Administrator

ASHLEY M. JACOBS

Clerk to Council

SARAH W. BROCK

Staff Support

PATRICK HILL

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Public Facilities Committee Minutes

Tuesday, January 21, 2020 at 3:30 PM

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

CALL TO ORDER

Chairman Flewelling called the meeting to order at 2:00PM

FOIA

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

APPROVAL OF MINUTES - October 7, 2019 & December 2, 2019

Motion: It was moved by Council Member Howard, Seconded by Council Member Passiment to approve the minutes with the correction of the spelling of the word "bore" on page 6 of the backup materials. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Dawson, Council Member Flewelling, Council Member Rodman, Council Member Howard. The motion passed.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Passiment, Seconded by Council Member Rodman to approve the agenda with the correction of the spelling of the word bore on page 6 of the backup materials. Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Flewelling, Council Member Rodman, Council Member Howard. The motion passed.

ACTION ITEMS

Request to Purchase two (2) International HX620 6x4 Dump Trucks from Carolina International Trucks, Inc. for \$329,557.36

Discussion: Dave Thomas, Director of Purchasing, stated that the purchase of these two new dump trucks would replace two current ones that are in terrible shape and due to be replaced. Council Member Flewelling inquired as to what the balance on the account is \$450,000 consist of and Mr. Thomas stated it is the total for all Stormwater vehicle purchases. Nilesh Desai, Stormwater Director, stated that the \$329,557.36 was just for the two dump trucks and the remainder of the \$450,000 was for some additional pick-up trucks/passenger vehicles.

Council Member Covert asked if Stormwater received any discounts for purchasing 2 in one and Mr. Desai stated that both trucks were purchased through state contracts so it is a set price. Councilman Covert also inquired as to what is wrong with the dump trucks being replaced. Mr. Desai stated the wear and tear is high; there is a wiring issue with one that keeps it in the shop added to the age of the trucks they just felt it was time for them to be retired.

Motion: It was moved by Council Member Passiment, Seconded by Council Member Glover to forward the request to Purchase two (2) International HX620 6x4 Dump Trucks from Carolina International Trucks, Inc. for \$329,557.36 onto County Council at their next scheduled meeting. The Vote - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Flewelling, Council Member Rodman, Council Member Glover, Council Member Howard. The motion passed.

Approval of an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island

Discussion: Rob McFee stated this was a request from HHI to quitclaim this road so the town could move forward with road improvements. Council Member Flewelling stated he wanted to include a reverter clause in this quitclaim deed.

Motion: It was moved by Council Member Passiment, Seconded by Council Member Covert to approve an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island with the inclusion of a reverter clause. The Votes - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Flewelling, Council Member Rodman, Council Member Glover, Council Member Howard. The motion passed.

Recommendation of Award to Preferred Materials, Inc. for 3 Year Road Resurfacing Project

Discussion: Dave Thomas, Purchasing Director, stated this the 3rd year of a 5 year road project plan and they only received one bid due to there being only two types of companies that do this type of work.

Council Member Covert stated for the record this is year 3 of the dirt road paving project and not a 3 year contract for a dirt road paving project. He also inquired as to why our local entities were not considered or did not bid and Mr. Thomas said they could do the work but it would cost more because they do not have their own asphalt company.

Motion: It was moved by Council Member Passiment, Seconded by Council Member Howard to approve the Recommendation of Award to Preferred Materials, Inc. for a Road Resurfacing Project. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Dawson, Council Member Flewelling, Council Member Rodman, Council Member Glover, Council Member Howard. Voting Nay: Council Member Covert. The motion passed.

Authorization for the County Administrator to negotiate a contract for Security Upgrade for the Beaufort County Detention Center

Discussion: Dave Thomas, Purchasing Director, stated the county received three bids for this project and removal of the 2002 system, installation of new equipment room, new door control system, intercom system, monitors, cameras, etc. and it will take 300 days to put in new equipment. Council Member Covert inquired as to cost of extra security while this system is being installed. Phil Foot, Assistant County Administrator, stated yes but he did not want to get far into it due to security reasons.

Motion: It was moved by Council Member Covert, Seconded by Council Member Passiment to authorize the County Administrator to approve a contract with Cornerstone Detention Products, Inc. for Security Upgrades for the Beaufort County Detention Center in the amount of \$1,502,088.50. The Votes - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Dawson, Council Member Flewelling, Council Member Rodman, Council Member Glover, Council Member Howard. The motion passed.

DISCUSSION ITEMS

Discussion of the Goldsmith Report regarding future use of the convenience centers

Abby Goldsmith, Goldsmith Resources, gave a very detailed PowerPoint presentation detailing Beaufort County Convenience Centers Evaluation and Recommendations. Some recommendations include requiring Beaufort County residents to purchase and display a decal, or sticker, on their vehicle to use the convenience centers. Requiring residents that use the convenience centers to purchase vehicle decals offers major benefits such as the municipality or resident pays for collection directly through user fees while the County pays for disposal with property tax millage. The County currently accepts a wide range of materials at its convenience centers compared to other communities. Even though the convenience centers are intended for use by Beaufort County residents use only, accepting certain types of material, such as C&D, may encourage non-residential generators to deliver solid waste to the centers as well. Beaufort County should consider limiting the type of material accepted at the convenience centers, starting with those materials that frequently are generated by non-residents and for which alternative collection and disposal alternatives are readily available. To view the full report go to www.beaufortcountysc.gov

Status: This item was for Informational purposes only.

Daufuskie Island Ferry embarkation location update

Discussion: Dave Wilhelm, Assistant County Administrator, stated his team looked at nine other sites as potential ferry location and are now focusing on one site, CC Haigh landing as the preferred site. For this site to work the County needs to expand the current parking lot, create secured parking for Daufuskie Island Residents, build new pavilion with restrooms, storage and concession center, and upgrade pier and docks. Council Member Glover asked what the current parking situation at this site is. Council Member Flewelling stated currently the lot fits 40 or 50 vehicles.

Status: This item was for Informational purposes only.

Federal Courthouse Lease

Discussion: Council Member Rodman discussed what he felt the options for the Courthouse Lease were. Council Member Flewelling stated there are a lot of moving parts to this and we need to continue getting recommendations from Administration and Staff about the highest and best use for this property.

Status: This item was for Informational purposes only.

CITIZEN COMMENTS

Shemuel Yisrael, Citizen of Yemassee, spoke regarding recycling center sites giving him a hard time for going to taking items from the piles as well as the fight he is currently having with the Town of Yemassee regarding land and last he spoke about the detention center unlawfully taking his “weapons” without the proper way to store them.

ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Right of Way Status Update

Council Committee:

Public Facilities Committee

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

Quarterly update on 2018 Penny Referendum Projects and Miscellaneous Right of Way status on various roads within Beaufort County.

Points to Consider:

Road status presentation is for information purposes only.

Funding & Liability Factors:

N/A

Council Options:

N/A

Recommendation:

N/A

Right of Way Status Report

By Patty Wilson

ROW Manager Beaufort County

April 2020

US 278 Corridor Improvements

District 8

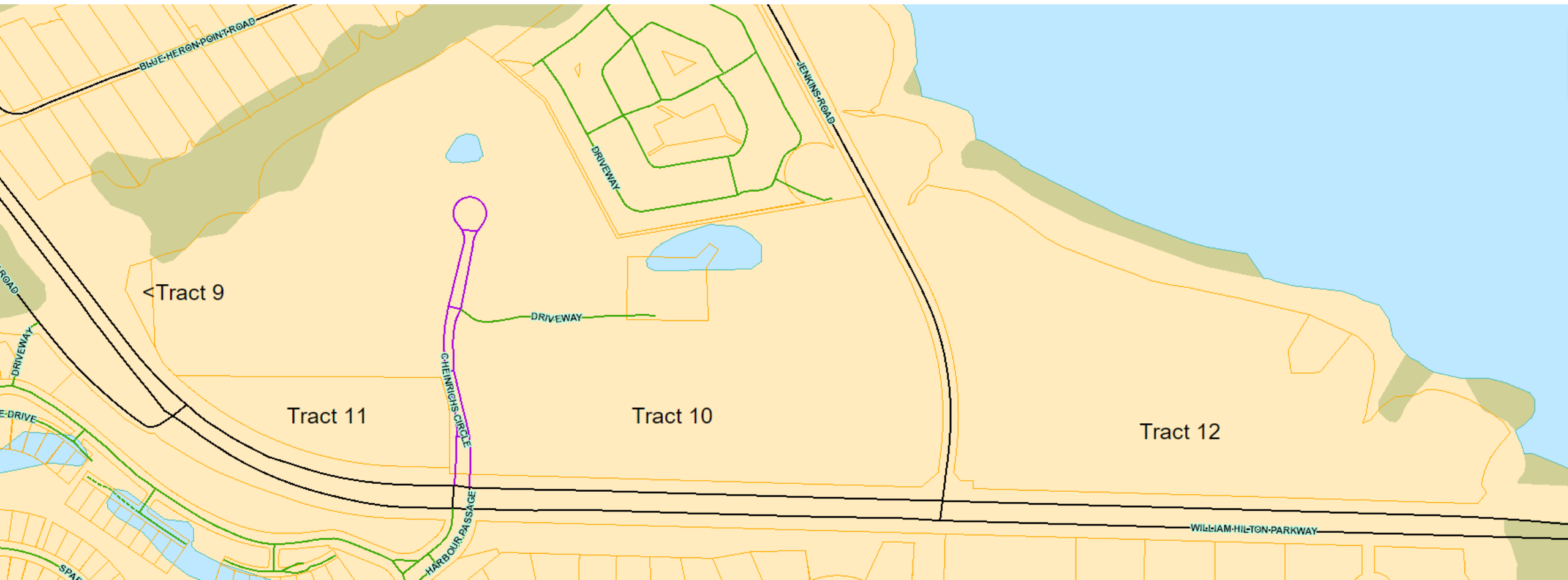
Jenkins Island

Acquisitions have been put on hold due to modifications to plans.

Central Electric Tract 9 (0.010 Acres) Final deed has been executed and ready to be recorded.

The Town of Hilton Head Island Tracts 10 (1.925 Acres), 11 (0.787 Acres), and 12 (2.003 Acres) requested a Reverter Clause. SCDOT has not responded favorably to the request. Outside legal following up with TOHHI.

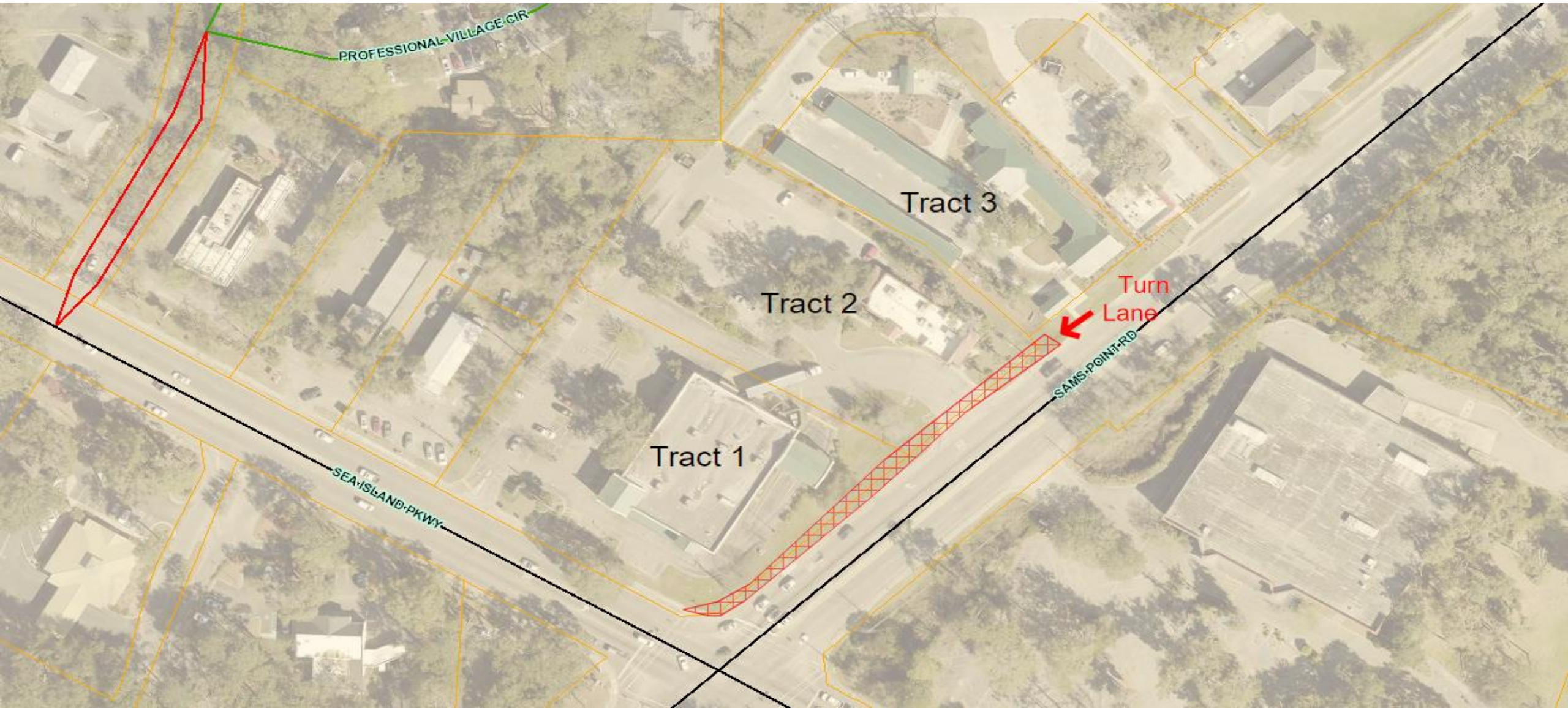
A MOU between the Town and County is temporarily on hold for revision as the project moves forward.



SC 802 (Sams Point Road) Dedicated Right Turn Lane

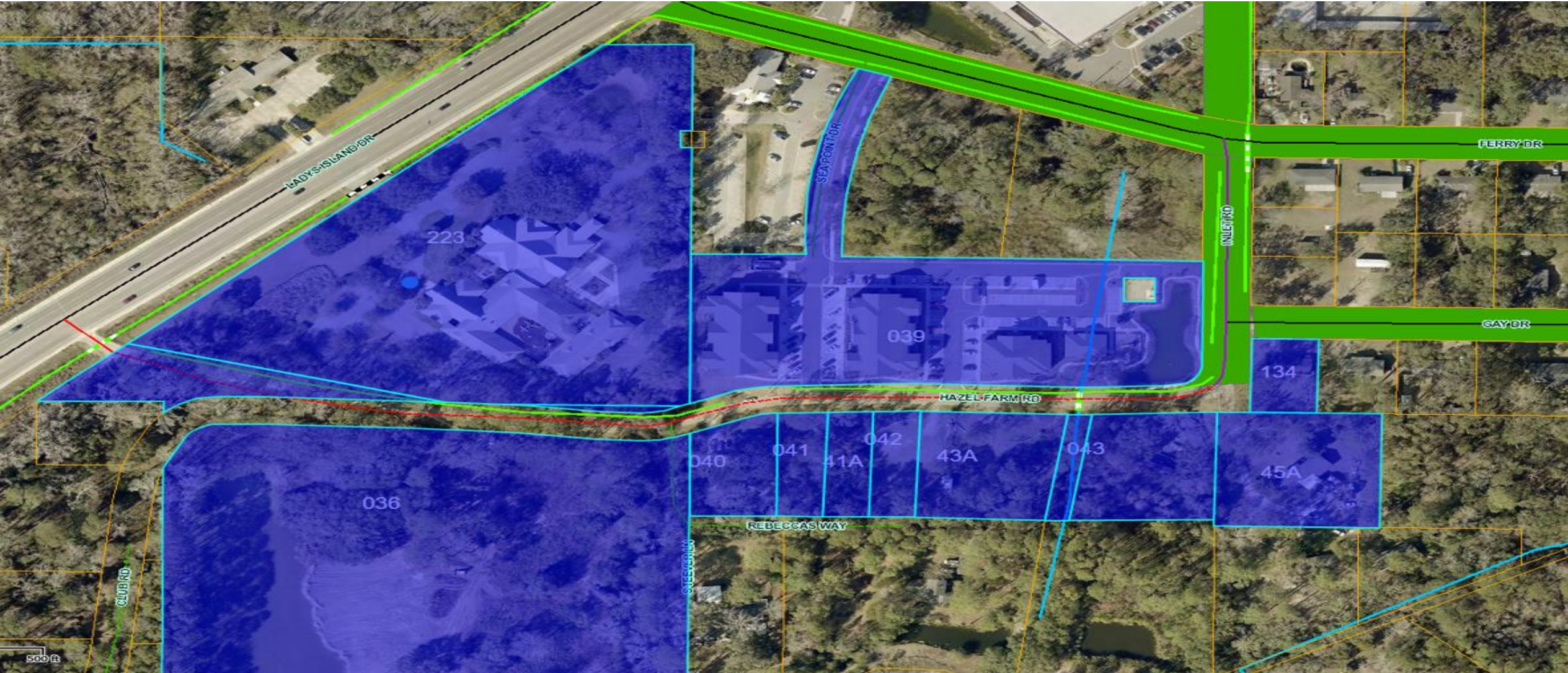
District 3

Tract 1 (0.74 Acres), Tract 2 (0.039 Acres), and Tract 3 (0.005 Acres) appraisals were received the end of January 2020. Outside legal is preparing documents to present to property owners for outreach efforts.



Hazel Farm Road

District 3
Outside legal has sent multiple rounds of outreach correspondence to associated property owners.
No Right of Way documents have been signed.
Currently working with appraiser to establish general estimates for the area for pre-condemnation negotiations with the property owners.

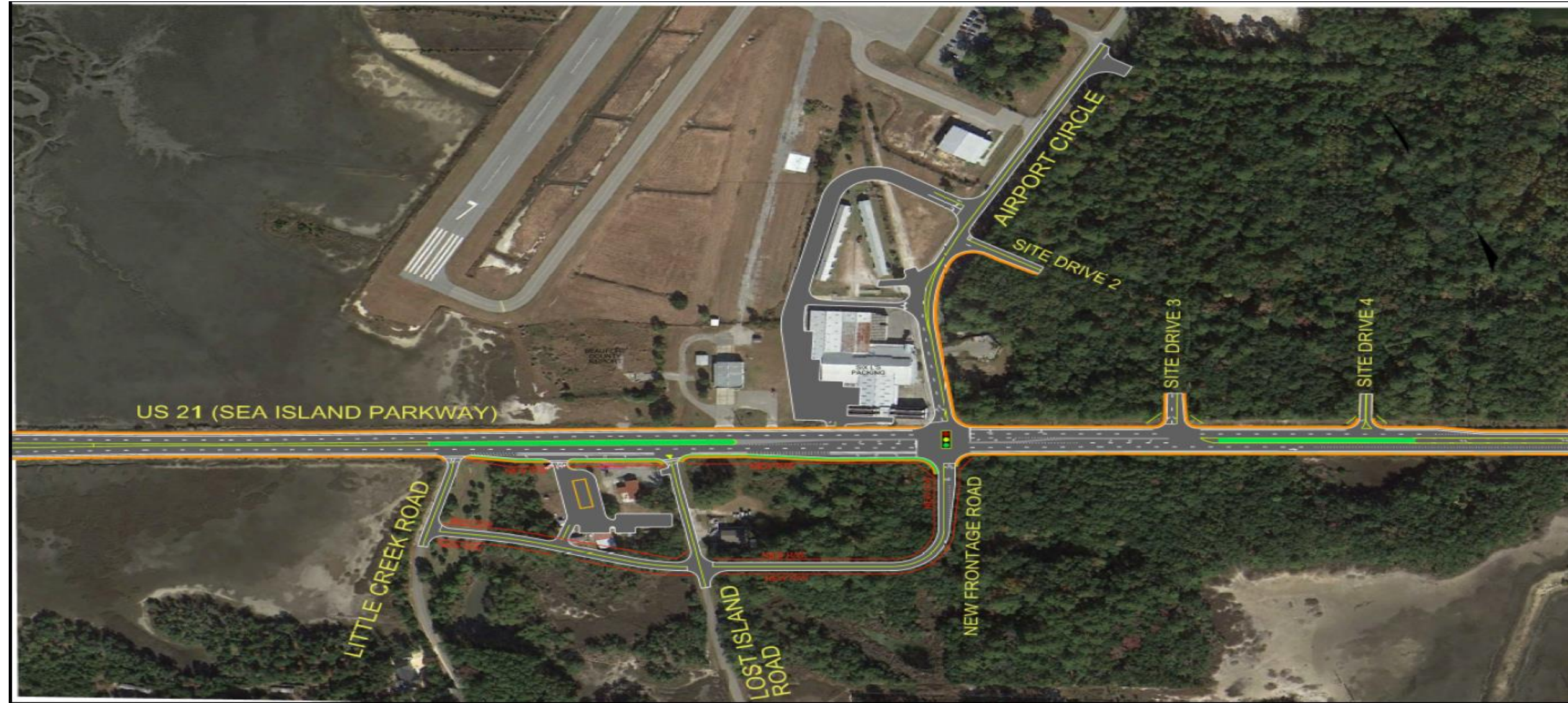


US 21 AIRPORT AREA AND FRONTAGE ROAD

US 21 Sea Island Pkwy

Districts 3

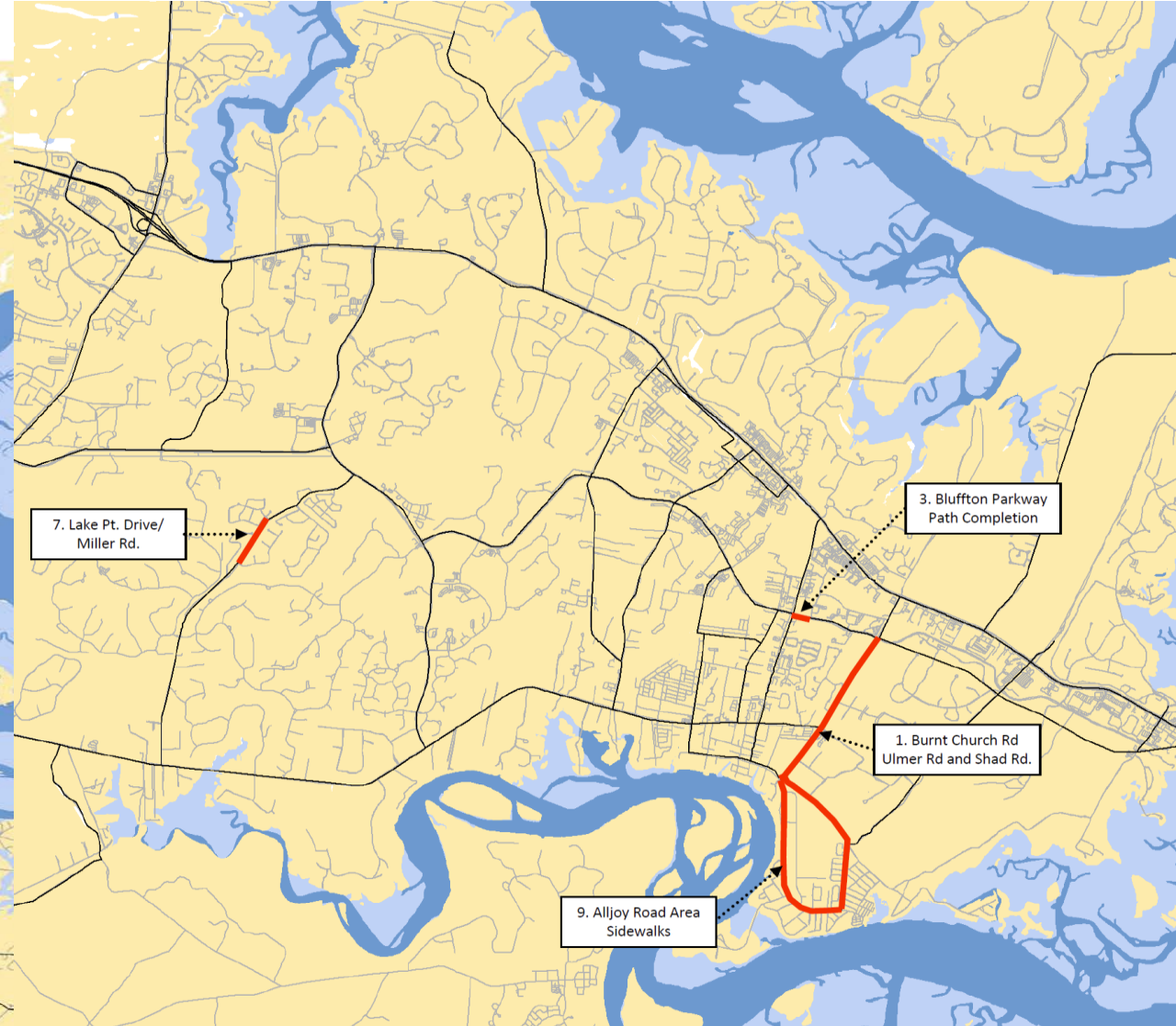
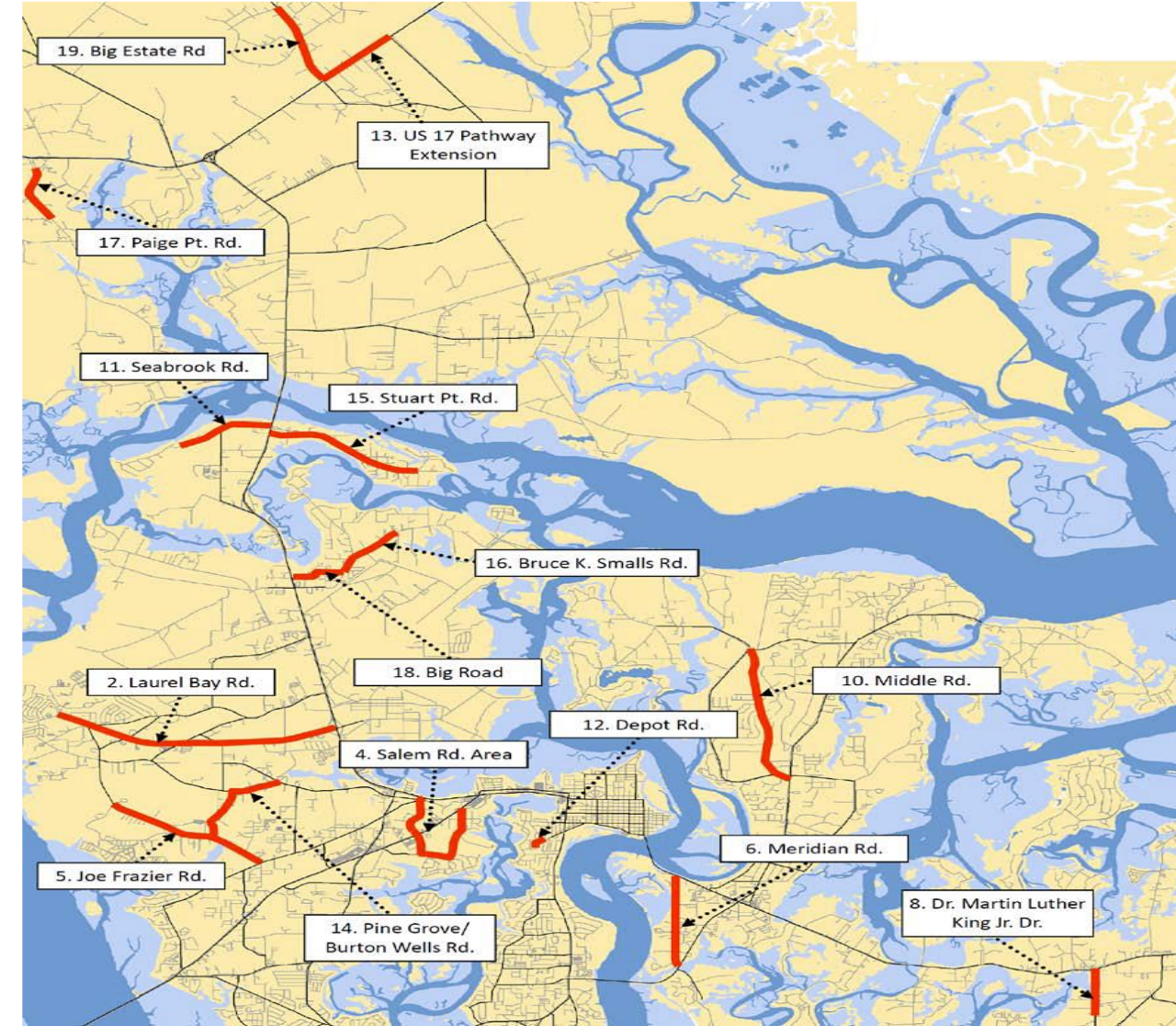
County and city now have pending IGA in process. Coordinating efforts with City of Beaufort and property owners.



Pathway Projects

District 1 Stuart Point Rd, Big Estate Rd; **District 2** Middle Rd; **District 3** Dr. Martin Luther King, Jr. Rd, Meridian Rd; **District 4** Broad River Dr, Ribaut Rd to Parris Island Gateway, Depot Rd; **District 5** Salem Rd/Old Salem Rd, Broad River Blvd/Riley Rd, Burton Hill/Old Salem Rd; **District 9** Burnt Church Rd, Bluffton Pkwy, Ulmer Rd/Shad Rd

Infrastructure, Consulting & Engineering (ICE) is developing design scope and public outreach plans. Once scope plans have been reviewed and approved, staff will work with outside legal to move forward with outreach process. Coordination has begun on District 9 Roads.



Miscellaneous County Road Right of Way Update

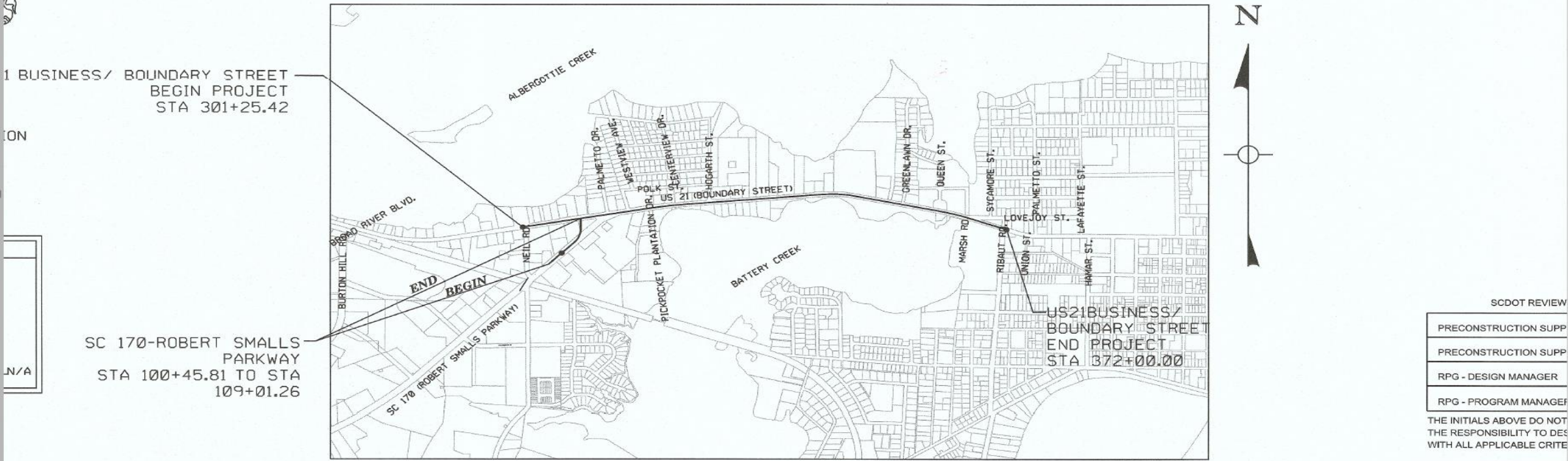
Boundary Street-US 21 Renovation Project

Districts 2 & 3

The Boundary Street Renovation project began in December of 2015 and the Ribbon Cutting for the final project was observed in June of 2018. Rights of Way acquired for the project need to be transferred to SCDOT. The Transfer Deed has been approved by SCDOT and an ordinance to transfer title approved at for Public Facility Committee Meeting on February 18, 2020. Progressing through County Council ordinance approval process.

US 21 BUSINESS (BOUNDARY STREET) IMPROVEMENTS

FILE NO: 07.036939A



US 21 BUSINESS/ BOUNDARY STREET
BEGIN PROJECT
STA 301+25.42

ION

N/A

SC 170-ROBERT SMALLS
PARKWAY
STA 100+45.81 TO STA
109+01.26

US21BUSINESS/
BOUNDARY STREET
END PROJECT
STA 372+00.00

LAYOUT
SCALE = N.T.S.

CITY OF BEAUFORT
BEAUFORT COUNTY

| |
|---|
| SCDOT REVIEW |
| PRECONSTRUCTION SUPP |
| PRECONSTRUCTION SUPP |
| RPG - DESIGN MANAGER |
| RPG - PROGRAM MANAGER |
| THE INITIALS ABOVE DO NOT REPRESENT THE RESPONSIBILITY TO DESIGN WITH ALL APPLICABLE CRITERIA |

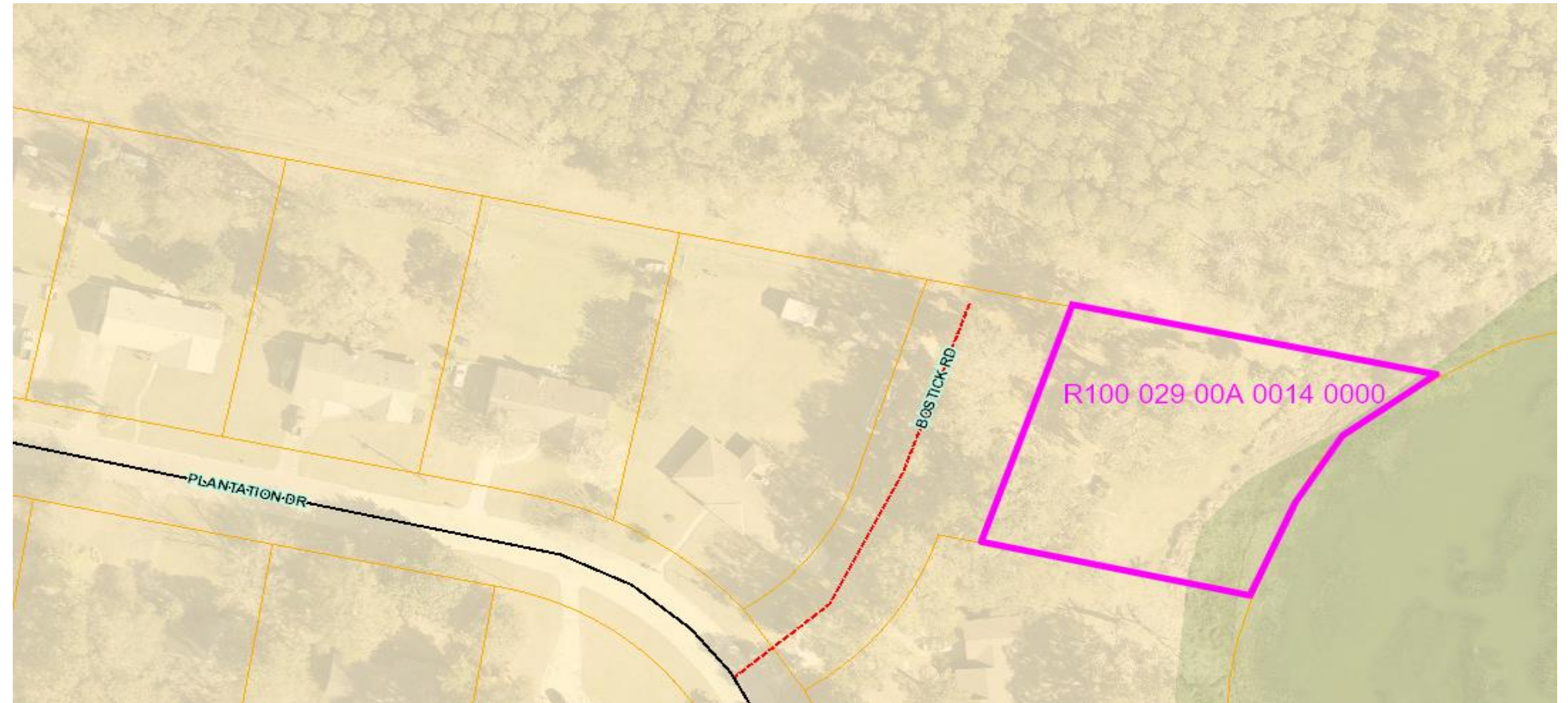
Approved for Right

District 5

Bostick Road:

Dispute over encroachment of Right of Way with parcel R100 029 00A 0014 0000

Appeal deadline extended



Districts 2 & 3

Coffin Point Plantation HOA, Avenue of Oaks, Portion of McTeer Drive, Portion of Sea Pines Drive

Outside legal and staff have met with HOA Officers

Waiting on survey to move forward with deed request



District 7

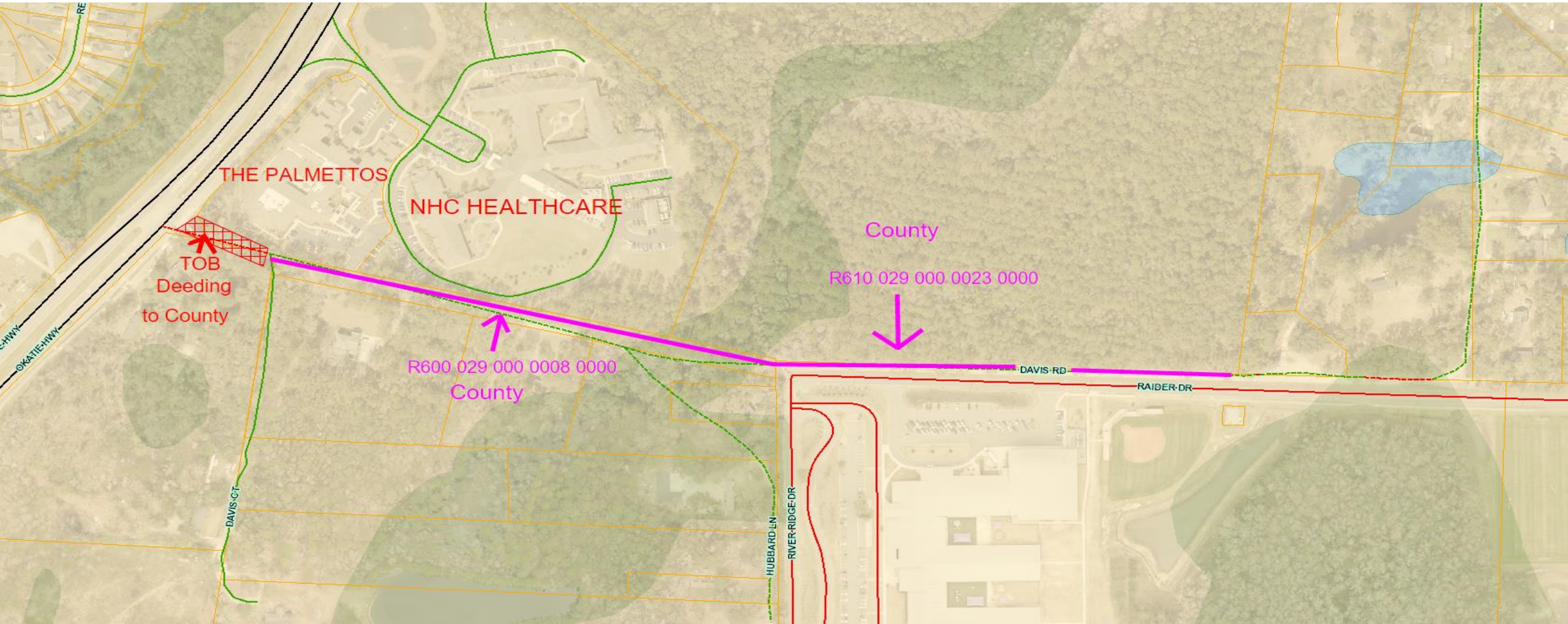
Davis Road

020916 Per DB 3466/1715 County purchased parcel R610 029 000 0023 0000 which has ownership interest in a portion of Davis Road.

030117 Per DB 3555/2810 County purchased parcel R600 029 000 0000 0000 to add to ROW ownership.

020519 Richardson LaBruce timeline to follow up with Davis Road Agreement dated March 4, 2019.

Note: County is waiting on final deed from Town of Bluffton. NHC is paving section of road per agreement ~427Lf



District 1

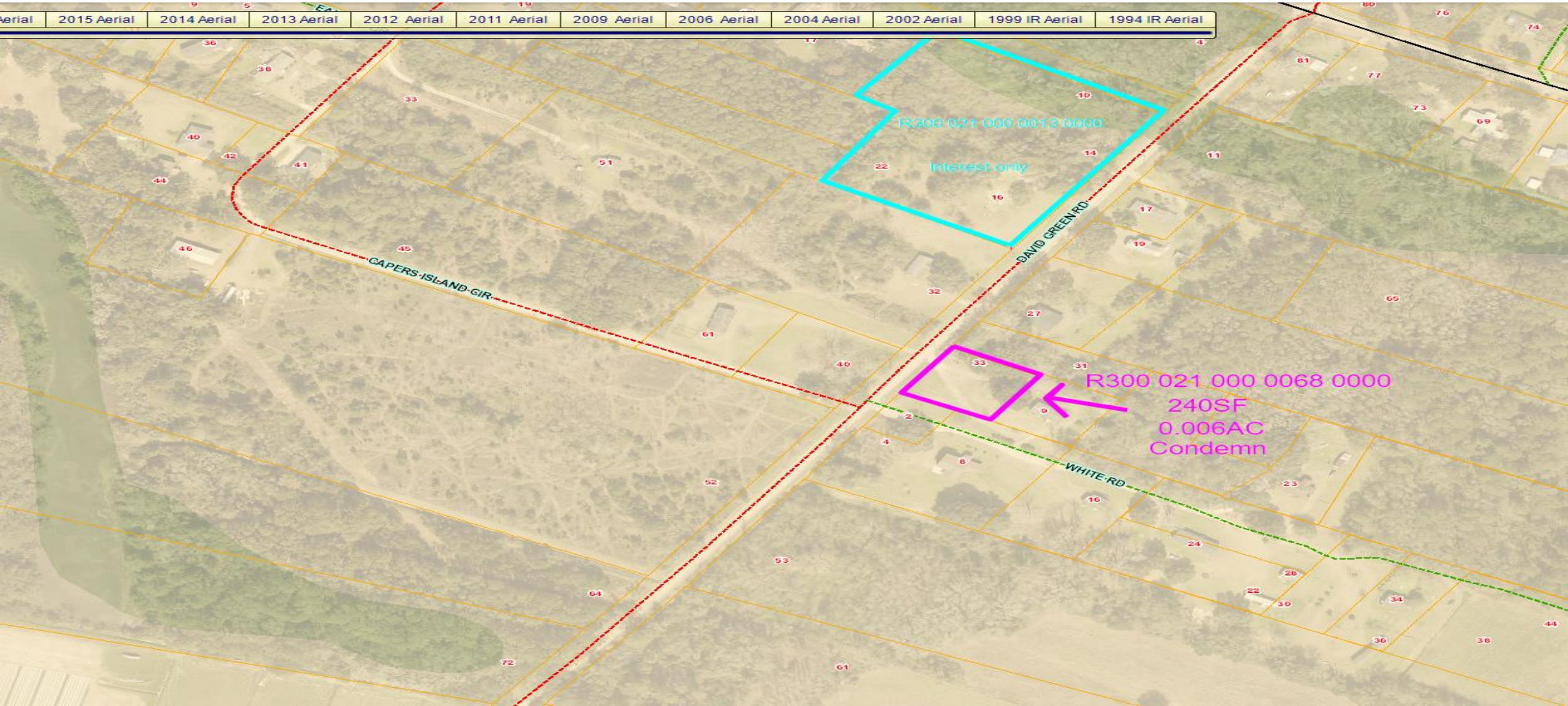
Stroup Road was paved during contract 34 around 2008-2009 time frame. During this time County considered historically maintained roads as prescriptive. County Council approved the paving contract on January 26, 2009. A recent development request established a need to perfect ROW on Stroup Road. Of the two needed parcels (046C & 051A) 051A still has not voluntarily deeded the needed ROW. Negotiations to avoid condemnation have resulted in an agreed compensation. Requested action will be presented to County Council as an agenda item.



District 3

David Green Road –Scheduled for year 2 of paving/improvement program

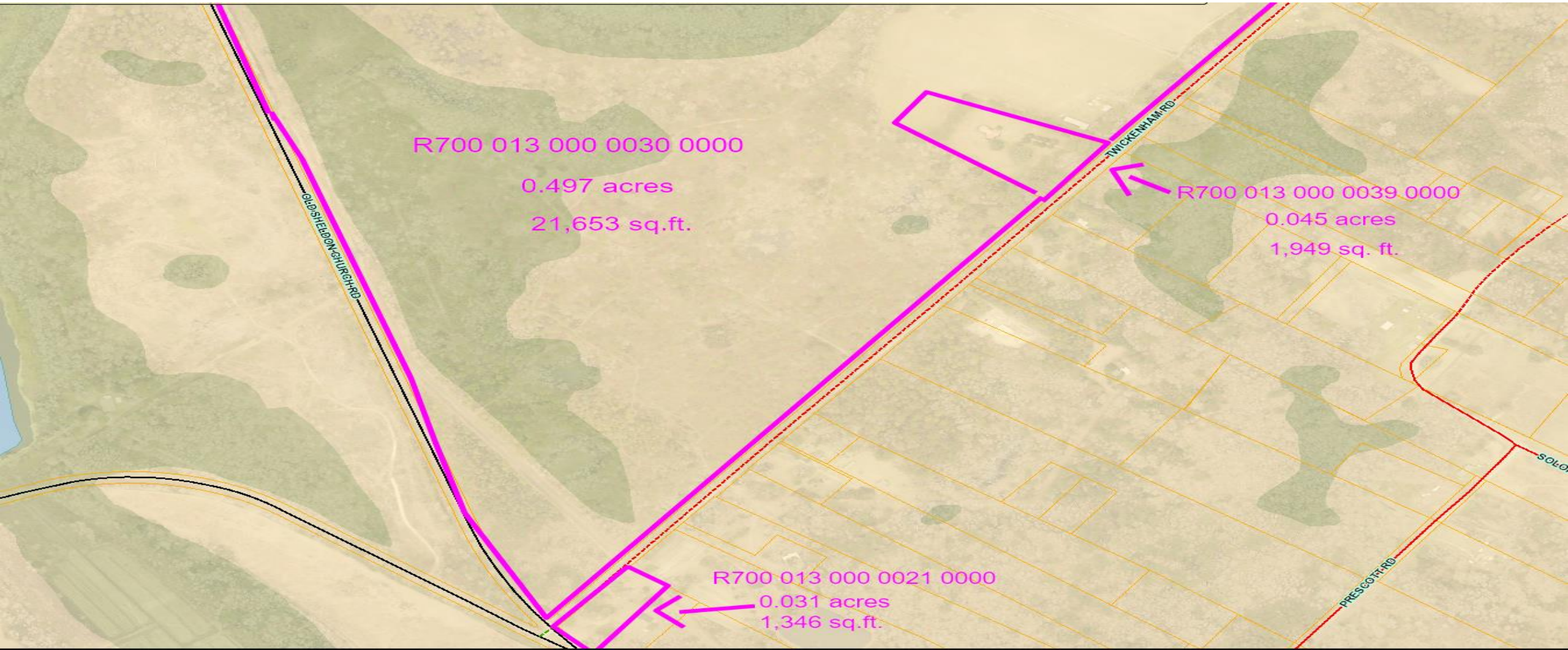
After multiple attempts of correspondence for ROW the County acquired 17 out of 19 requests. Parcel R300 021 000 0013 0000 is interest only and condemnation is not necessary. Parcel R300 021 000 0068 0000 the County needs 240 SF (0.006 Acres) and condemnation is needed. Requested action will be presented to County Council as an agenda Item.



District 1

Twickenham Road- Scheduled for year 2 of road paving/improvement program

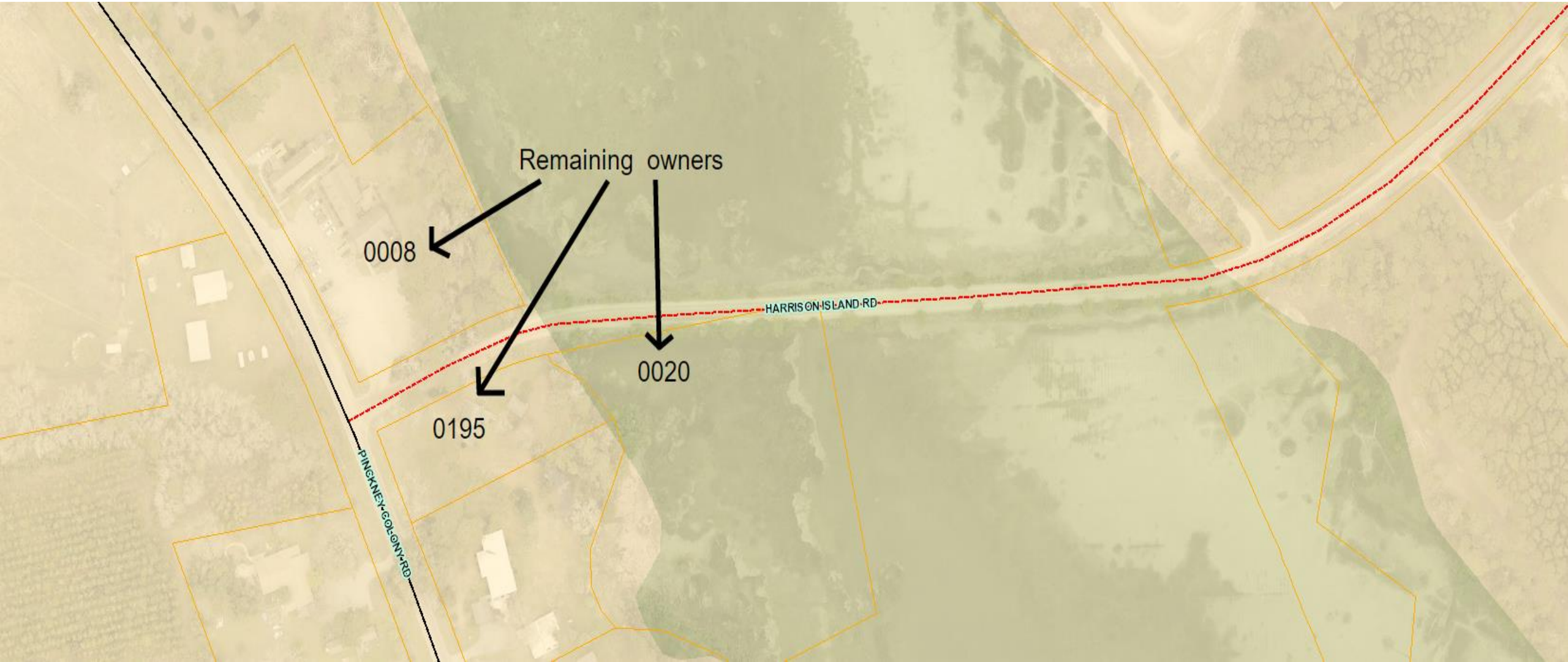
After multiple attempts of correspondence for ROW, the County acquired 20 out of 23 requests. Due to negative responses for ROW necessary for road improvement, condemnation is needed on parcels R700 013 000 0021 0000 (0.031AC, 1,346 SF), R700 013 000 0030 0000 (0.497AC, 21,653 SF), and R700 013 000 0039 0000 (0.045 AC, 1,949SF). Requested action will be presented to County Council as an agenda Item.



District 6

Harrison Island Road-Scheduled for year 2 of road paving/improvement program

County has acquired 13 out of 16 ROW requests. County is working with remaining owners to modify roadway designs to have less impact on their properties.



District 6

Pointe Vista Road

County has received a petition signed by all abutting owners for road improvement and owners have requested road to be paved in conjunction with Harrison Island Road. Staff has initiated ROW deed process.



District 1

George Williams Lane -Scheduled for year 1 of road paving/improvement program
County has acquired all 15 ROW deeds needed for the project.



District 3

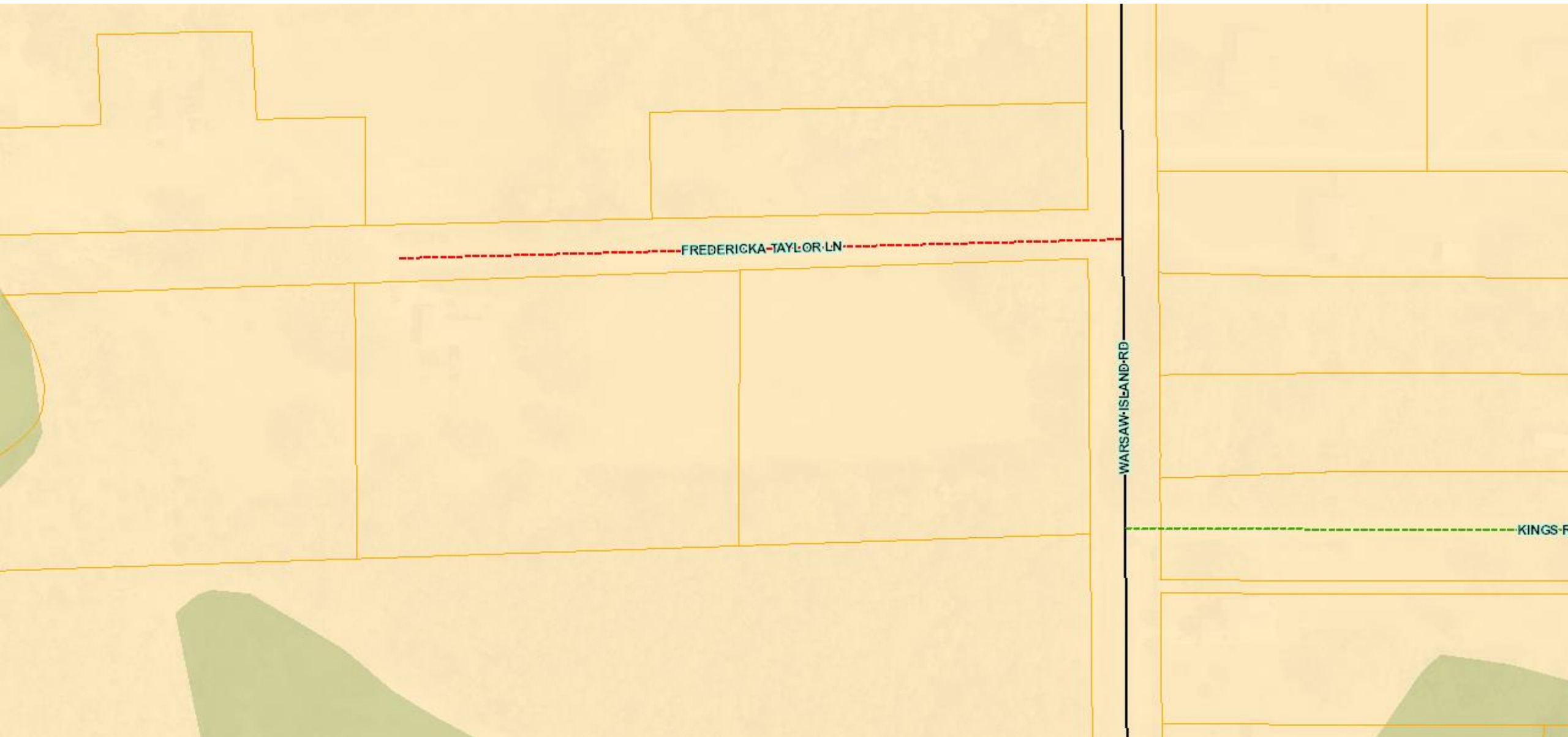
James D Washington Road- Scheduled for year 5 of road paving/improvement program
County has acquired 11 ROW deeds needed for the project.



District 3

Fredericka Taylor Lane -Not scheduled for current 5 year road paving/improvement program

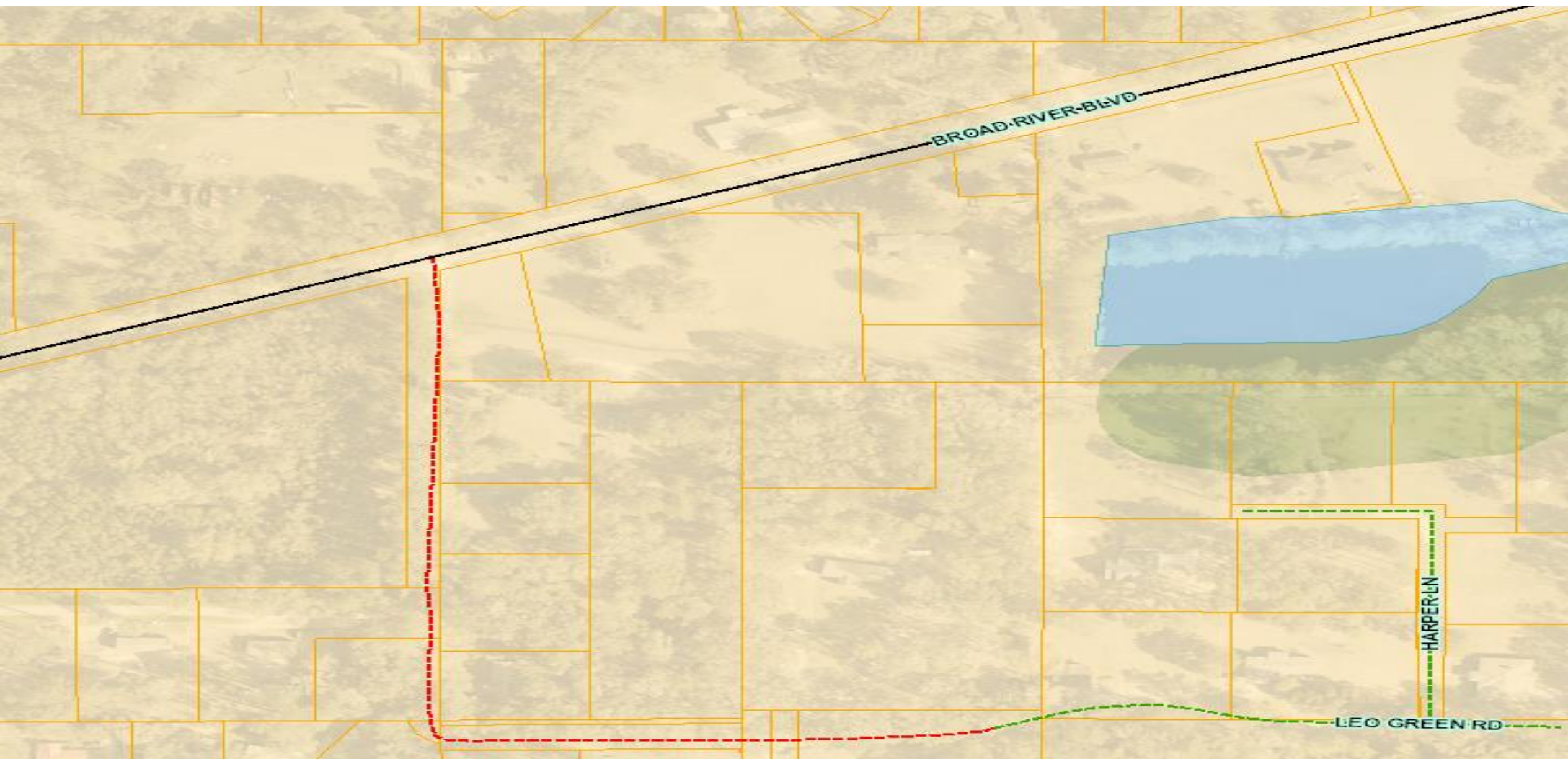
County has acquired all 5 ROW deeds needed for improvement which was initiated by CTC representative.



District 5

Leo Green Road-Scheduled for year 5 of road paving/improvement program

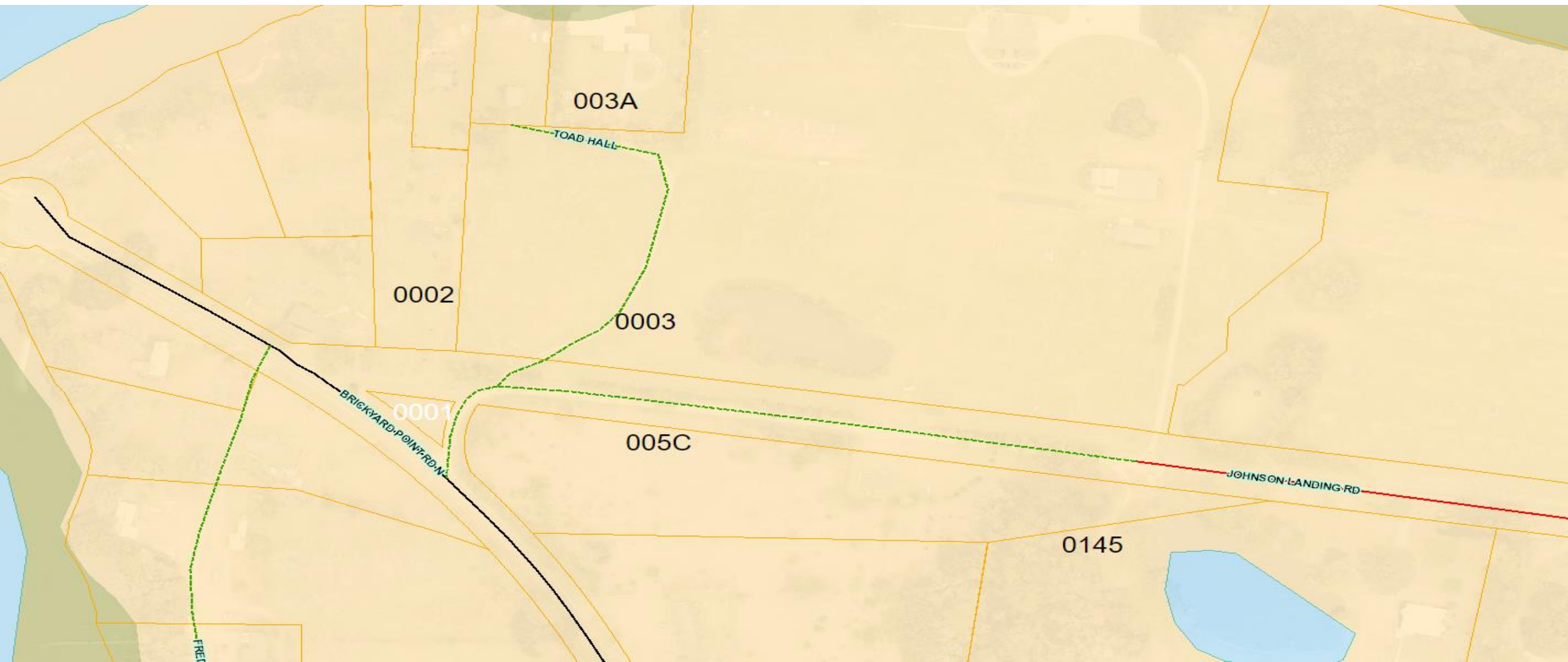
County has acquired 14 out of 16 properties needed for ROW. Currently working with remaining two owners.



District 2

Johnson Landing Road- Paved as part of contract 50

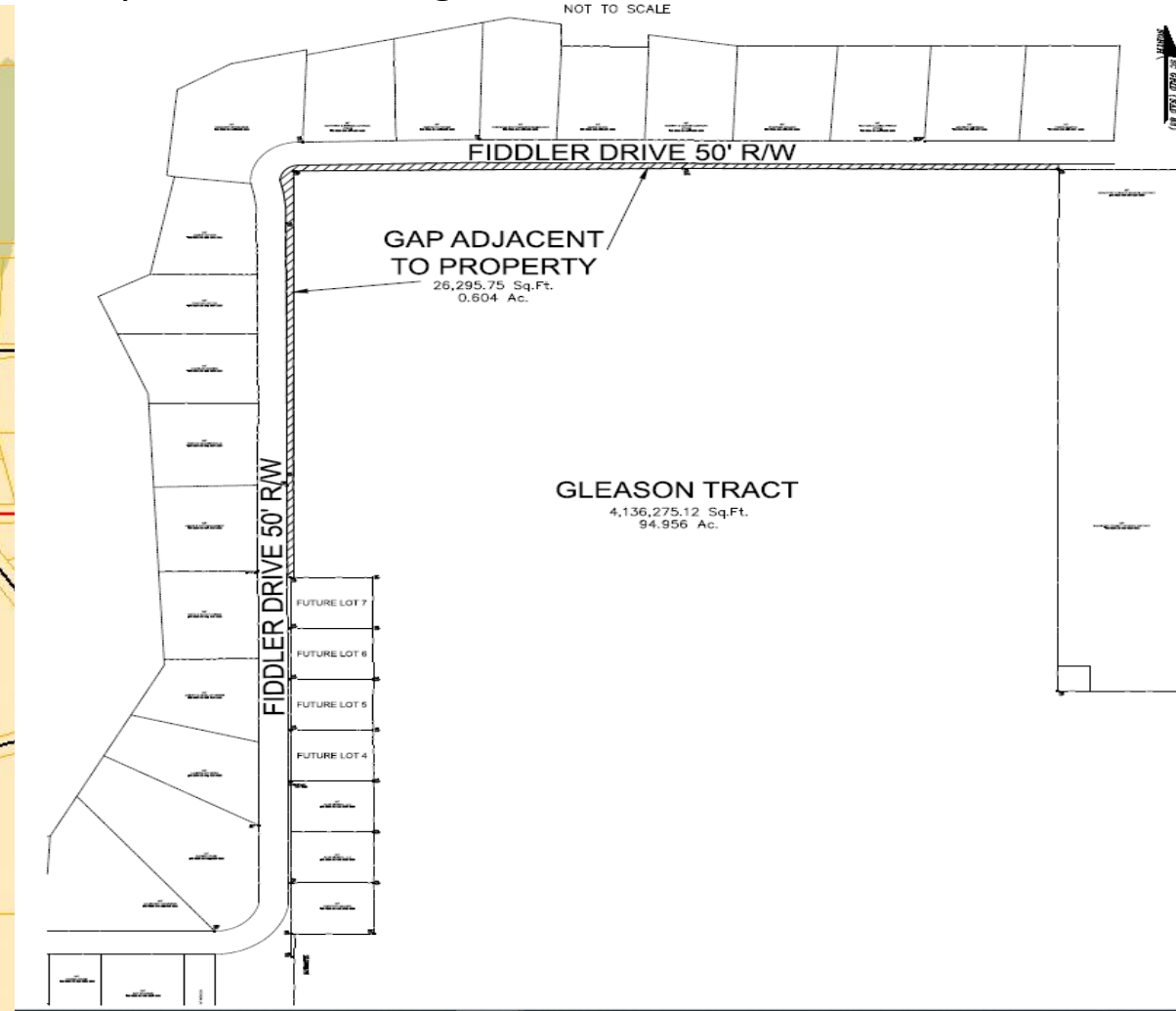
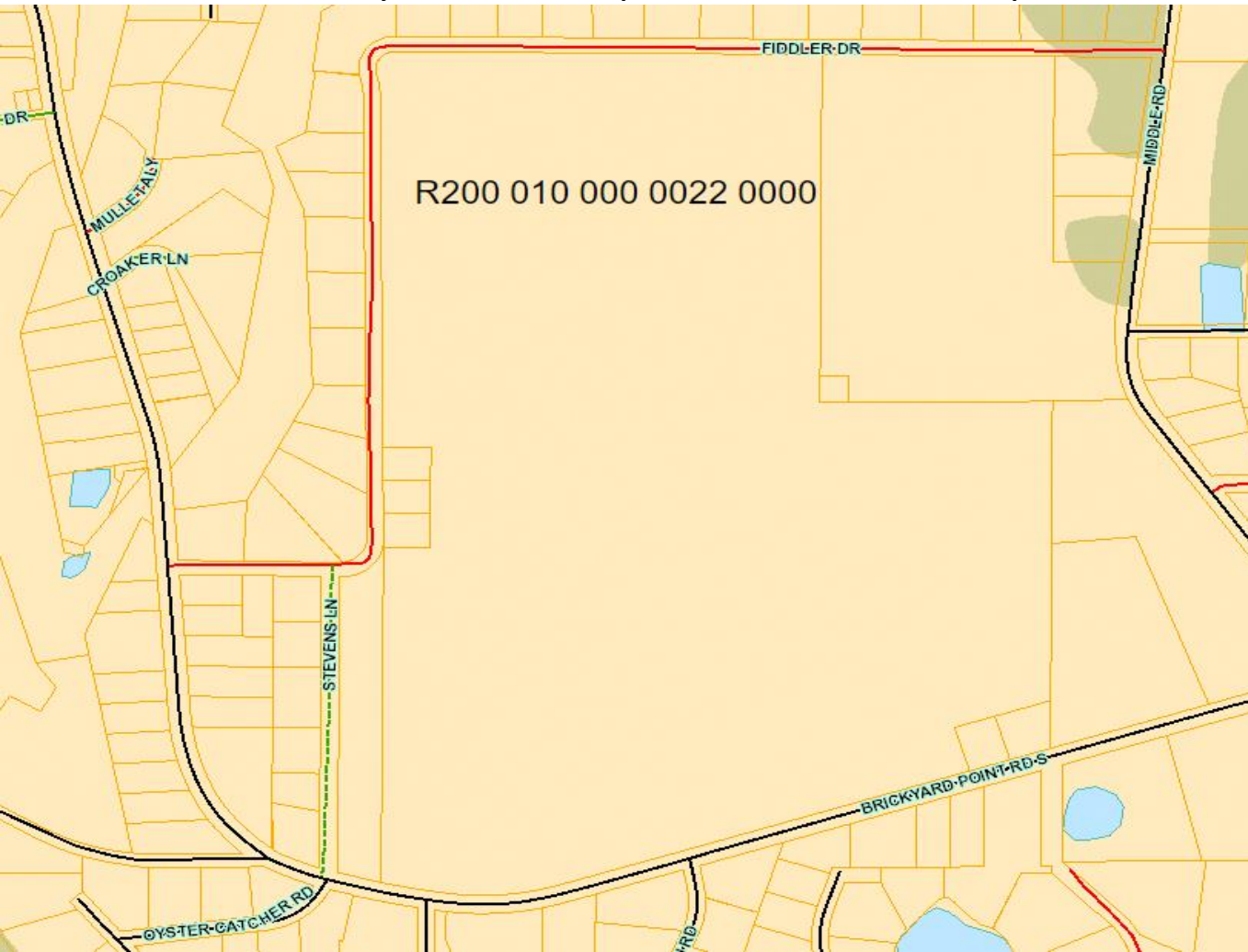
The last 1000ft was not paved and has been made private. Property owners in this section have petitioned this portion of the road to be brought back into County Road Maintenance Inventory. Initially one owner opposed granting needed Right of Way, now all abutting owners have signed the petition. Once drainage/maintenance costs are provided, this item will come before Council for action.



District 2

Fiddler Drive- Paved under paving contract 31

Beaufort County paved Fiddler Drive as part of paving contract 31. During this time period, County Maintained roads were considered prescriptive Right of Way and although the County does not have a clear instrument of ownership, plats dating back to the 1970's and prior Beaufort County Tax maps designate Fiddler Drive as a ROW. The County has maintained the road for over 25 years. Green Heath, LLC is trying to clear up acreage discrepancies associated with parcel R200 010 000 0022 0000 which abuts Fiddler Drive on Lady's Island. Requested action will be presented to County Council as an agenda Item.

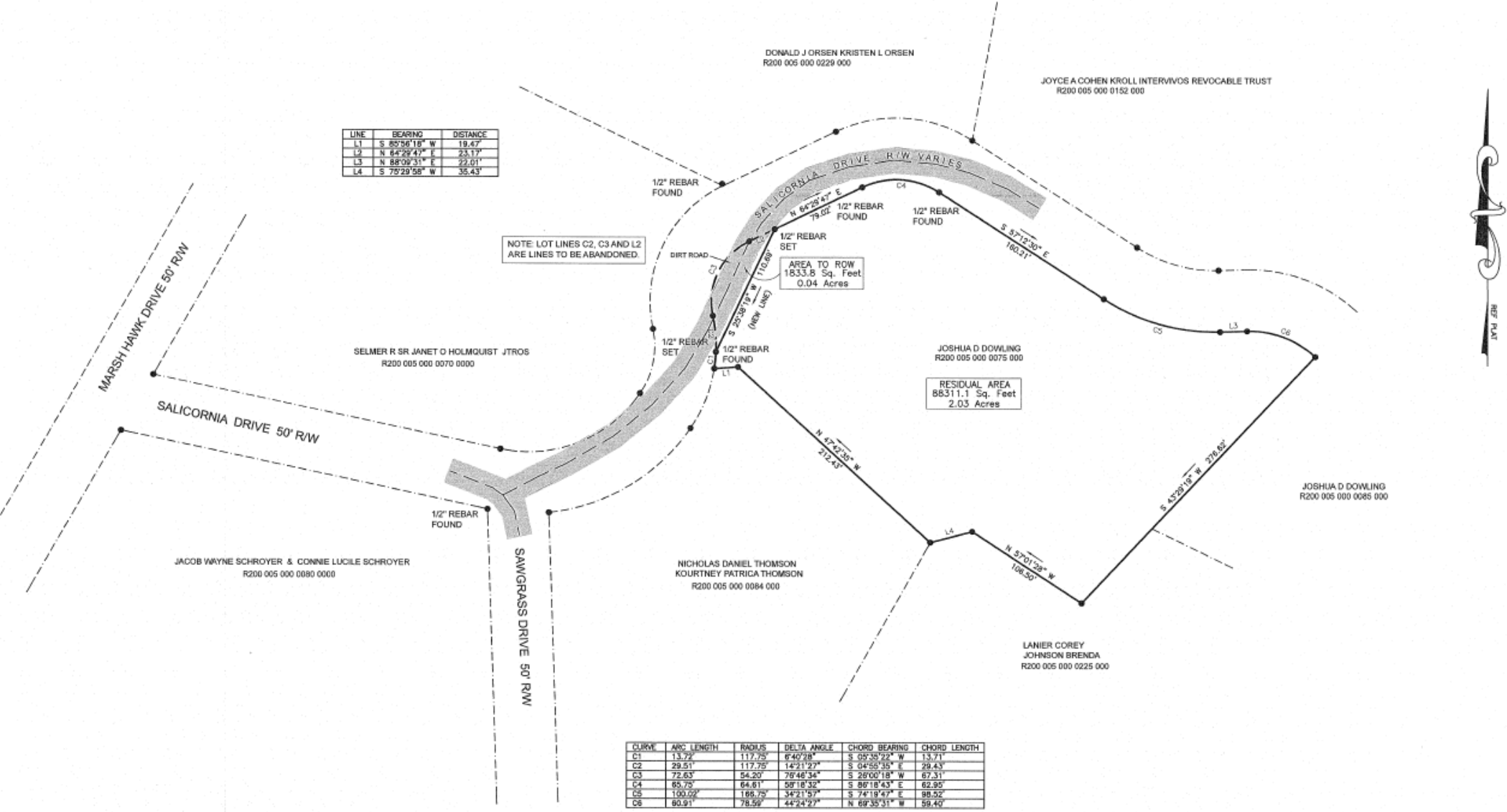


District 2

Salicornia Drive-Scheduled for year 1 of road paving/improvement program

County acquired ROW via DB 988/1567 dated July 3, 1997, however road encroached on parcel R200 005 000 0075 0000.

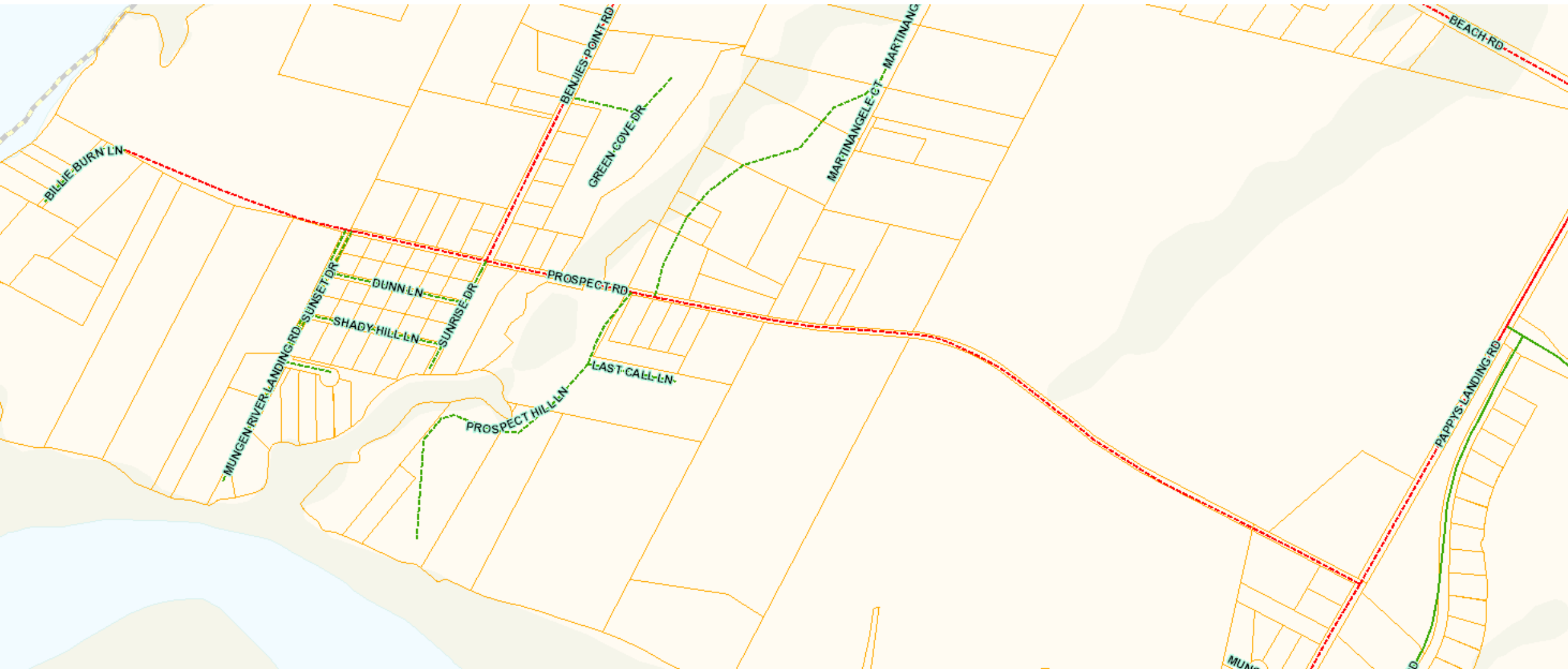
County Legal department is following up with acquisition of 0.04 Acres,1833.8 SF from owner approved by Council 02-10-2020



District 9

Prospect Road-County maintained "Legacy Road" over 30 years.

Daufuskie Island Council Passed Resolution dated 10-31-2019 requesting Beaufort County establish a Prescriptive Easement. County Resolution 2020/2 authorizes County Administrator to initiate legal action to establish Prescriptive Easement for public ownership. Legal is moving forward with that process.





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Dirt Road Paving Requirements for Dirt Road Without Right of Way Condemnation Request/Twickenham Road

Council Committee:

Public Facilities Committee

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

Twickenham Road (~0.92 LF) located in district 1 is a dirt road the County has maintained for over 30 years and is scheduled for year 2 of the 2019/2020 road paving/improvement program approved by Resolution 2019/24. After multiple attempts of correspondence for ROW, the County acquired 20 out of 23 requests. Due to negative responses for ROW necessary for road improvement, condemnation is needed on parcels R700 013 000 0021 0000 (0.031AC, 1,346 SF), R700 013 000 0030 0000 (0.497AC, 21,653 SF), and R700 013 000 0039 0000 (0.045 AC, 1,949SF). Councilman Dawson has been involved with the acquisition process and recommends action be brought before County Council.

Points to Consider:

Staff has followed the current process to acquire deeds for right of way. Efforts over a 24 month time period include a citizen petition process, field survey, researching ownership, preparing letters and deeds, verbal communication, and providing time for owner consideration, discussion and response. The County must have a deeded 50-foot right of way before the road can be included in a dirt road paving contract and has the 3 aforementioned properties remaining.

Funding & Liability Factors:

Condemnation expenses range from \$6,000-\$15,000 and fall under TAG funds -2342001T.

Council Options:

Approve or disapprove Condemnation of parcels R700 013 000 0021 0000 (0.031AC, 1,346 SF), R700 013 000 0030 0000 (0.497AC, 21,653 SF), and R700 013 000 0039 0000 (0.045 AC, 1,949SF)

Recommendation:

Approve Condemnation of parcels R700 013 000 0021 0000 (0.031AC, 1,346 SF), R700 013 000 0030 0000 (0.497AC, 21,653 SF), and R700 013 000 0039 0000 (0.045 AC, 1,949SF)

RESOLUTION NO. 2020/

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF A PORTION OF LAND TO COMPLETE RIGHT OF WAY OWNERSHIP ASSOCIATED WITH THE DIRT ROAD PAVING OF TWICKENHAM ROAD LOCATED ON SHELDON TOWNSHIP

WHEREAS, Beaufort County Right of Way staff has been working with property owners in the Twickenham Road community to establish a 50' Right on Way on this historically maintained dirt road; and

WHEREAS, Twickenham Road property owners have voluntarily donated 20 out of 23 Right of Way Deeds requested to complete a 50' Right of Way necessary for road improvement of Twickenham Road; and

WHEREAS, the subject road has been maintained by Beaufort County for over 30 years and has been included the 2019/2020 County Transportation Committee Road Paving Plan approved by County Council in Resolution 2019/24; and

WHEREAS, staff has made diligent efforts for voluntary donation of the remaining ROW deeds identified as Parcels R700 013 000 0021 0000 (0.031AC, 1,346 SF), R700 013 000 0030 0000 (0.497AC, 21,653 SF), and R700 013 000 0039 0000 (0.045 AC, 1,949SF); and

WHEREAS, despite the diligent efforts of staff, members of the community and district representatives; the owners of the aforementioned properties have not agreed to grant the necessary ROW deeds needed to complete County ownership of the 50' ROW necessary for road improvement; and

WHEREAS, condemnation of the aforementioned properties will benefit the County by perfecting Right of Way on a County maintained "legacy" road and allow for the subject road to be included in the dirt road paving program; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to pursue condemnation of the portion of the above referenced properties to complete the Right of Way ownership process necessary for the road paving program.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County

Council hereby authorizes the County Administrator to pursue condemnations of the remaining parcels identified as R700 013 000 0021 0000 (0.031AC, 1,346 SF), R700 013 000 0030 0000 (0.497AC, 21,653 SF), and R700 013 000 0039 0000 (0.045 AC, 1,949SF)

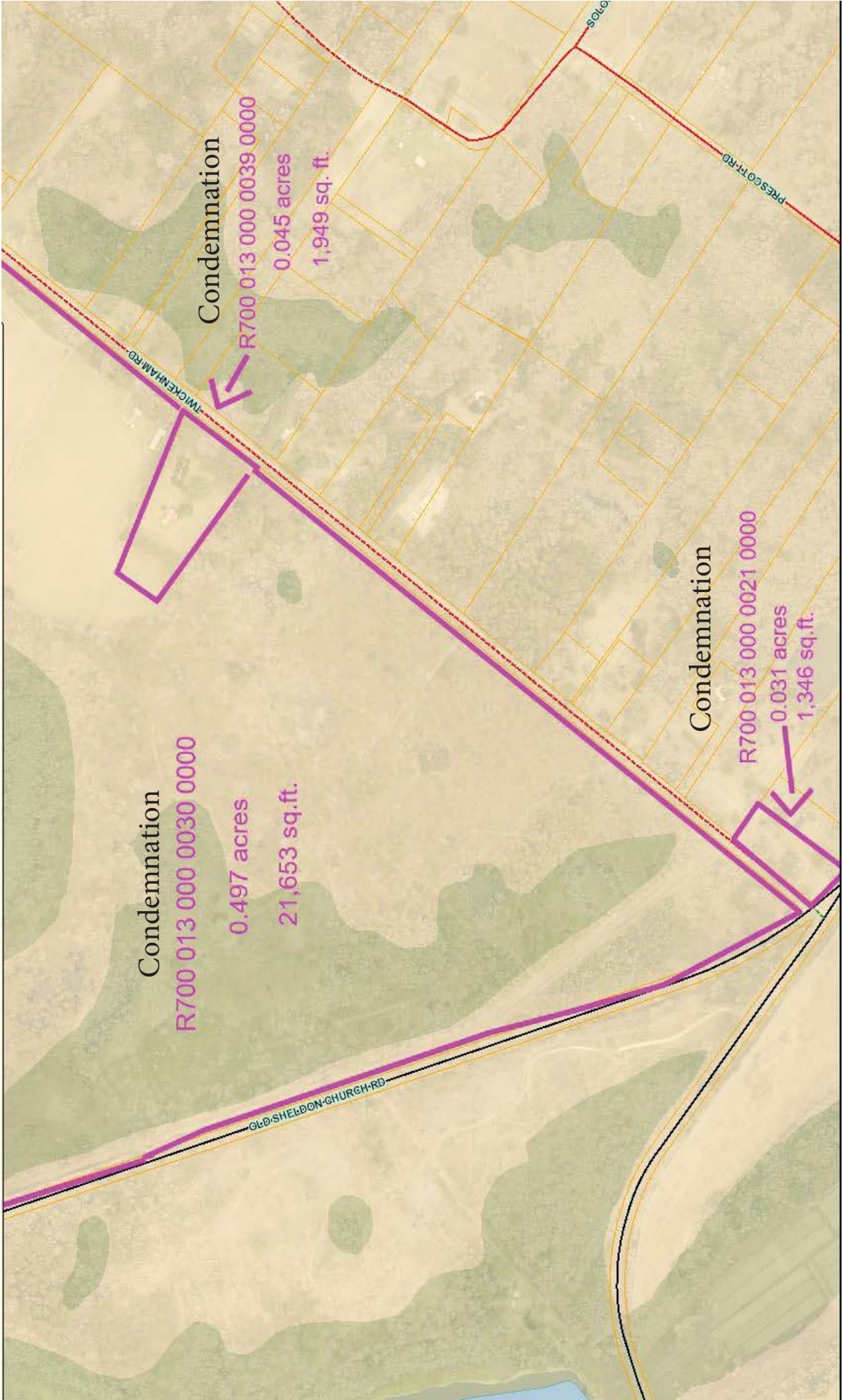
ADOPTED this ____ day of April, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Condemnation
R700 013 000 0030 0000
0.497 acres
21,653 sq.ft.

Condemnation
R700 013 000 0039 0000
0.045 acres
1,949 sq. ft.

Condemnation
R700 013 000 0021 0000
0.031 acres
1,346 sq.ft.

WICKHAM RD

OLD SHELDON CHURCH RD

PRESCOTT RD

SOLE

RESOLUTION 2019 / 24

WHEREAS, the improvement of County owned dirt roads enhances the quality of life for County residents; and


WHEREAS, improvements to these dirt roads provide better all-weather performance and reduces annual maintenance costs of those roads; and

WHEREAS, the program priorities are based upon objective criteria to provide the best use of the limited funds established for this purpose; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council establishes a prioritized 5 Year Dirt Road paving program:

Adopted this 10th day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 

Stuart Rodman, Chairman

Attest:



Clerk to Council



COUNTY COUNCIL OF BEAUFORT COUNTY
Right of Way
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2694 Fax (843) 255-9436

Do Not Discard; Response Required

January 14, 2019

M LANE MORRISON & MILLS LANE MORRISON
125 TWICKENHAM RD
YEMASSEE, SC29945

Re: Twickenham Road TMS # R700 013 000 0030 0000, *§ R700 013 000 0039 0000*

Dear Sir/Madam:

Property owners of the referenced road have petitioned Beaufort County to accept the road for Right of Way Deeds and Drainage Easements necessary for road improvements. Although the County currently maintains the dirt road, improvements such as paving require all abutting property owners along the road to grant a 50' Right of Way. Please review the attached documents and follow the instructions for execution on the next page. Please use the self-addressed return envelope to return the executed documents. If you have questions or need the documents notarized, please contact Patty Wilson at 843-255-2694 or email pwilson@bcgov.net. Thank you for your assistance in this matter.

Sincerely,

Patty Wilson
Right of Way Manager
Beaufort County

Attachments: Right of Way Deed
Drainage Easement (Only included if needed)

EXECUTION INSTRUCTIONS

Please use the following numbers as a guide for execution. You will need both an unofficial witness and a Notary Public present at execution. These individuals may not be relatives of the person signing.

- 1) Signature of **M LANE MORRISON & MILLS LANE MORRISON**
- 2) Signature of 1st Witness
- 3) Signature of Notary/2nd Witness (do not affix seal on this line)
- 4) Signature of Notary (show expiration date of commission)

NOTE: When a document is signed out of the state of South Carolina, please have the Notary Public indicate the state and county in which the document is executed and witnessed along with their notary's seal and stamp where applicable.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: Road Improvement Right-of-Way Acquisition

WHEREAS, M LANE MORRISON & MILLS LANE MORRISON is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 013 000 0030 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as Twickenham Road; and

WHEREAS, Beaufort County wishes to establish a 50’-wide Twickenham Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, M LANE MORRISON & MILLS LANE MORRISON (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00) Dollars**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 0.344 acres and 0.153 acres for a total of 0.497 acres (14,984 sq.ft and 6,669 sq.ft for a total of 21,653 sq.ft.) and being a portion of Grantor’s property (R700 013 000 0030 0000) more particularly designated and shown on that certain survey entitled “Exhibit Plat Showing Proposed 50’ Right of Way Acquisition Twickenham Road” dated November 29, 2018 and being prepared by Zyad A. Khalil RLS 15176 with Christensen-Khalil Surveying Inc. Said plat being of record with the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Pages 182-185. For a more detailed description as to metes, courses and bounds, reference may be had to said plat.

And

All my interest in and to that certain roadway known as Twickenham Road.

PORTION OF TMS# R700 013 000 0030 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
Witness #1

(1) _____
M LANE MORRISON

(3) _____
Witness #2 (Notary Public May Sign)

(1) _____
MILLS LANE MORRISON

STATE OF _____)
_____)
COUNTY OF _____)

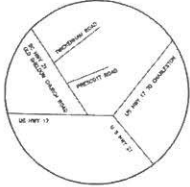
I, the undersigned Notary Public, do hereby certify that M LANE MORRISON & MILLS LANE MORRISON personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

(4) _____
Notary Public For _____
My commission expires: _____

CHRISTENSEN ~ KHALIL SURVEYORS, INC.

2 FACILITY DRIVE, COLUMBIA, SC 29907
(843) 524-4248, FAX (843) 524-4140



LOCATION MAP (Not To Scale)

LEGEND

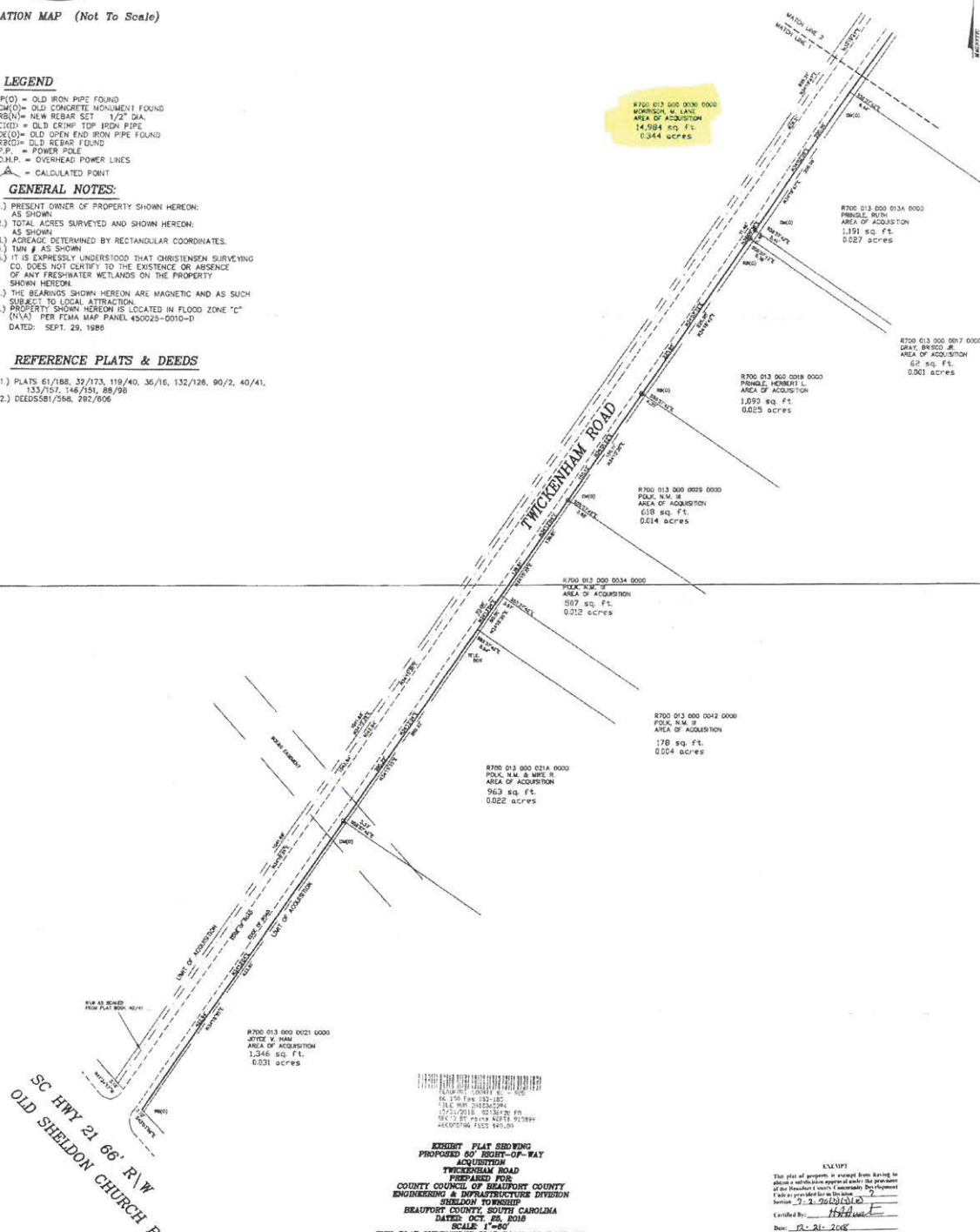
- IP(O) = OLD IRON PIPE FOUND
- CM(O) = OLD CONCRETE MONUMENT FOUND
- RL(N) = NEW REBAR SET 1/2" DIA.
- CI(O) = OLD CEMENT TOP IRON PIPE FOUND
- DE(O) = OLD OPEN END IRON PIPE FOUND
- RE(O) = OLD REBAR FOUND
- P.P. = POWER POLE
- O.H.P. = OVERHEAD POWER LINES
- △ = CALCULATED POINT

GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON AS SHOWN
- 2.) TOTAL ACRES SURVEYED AND SHOWN HEREON AS SHOWN
- 3.) AGREEMENT DETERMINED BY RECTANGULAR COORDINATES.
- 4.) TURN # AS SHOWN
- 5.) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT WARRANT TO THE EXISTENCE OR ABSENCE OF ANY FRESHWATER WETLANDS ON THE PROPERTY SHOWN HEREON.
- 6.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION.
- 7.) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (NVA) PER FEMA MAP PANEL 450025-0010-D DATED: SEPT. 29, 1988

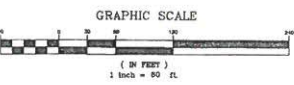
REFERENCE PLATS & DEEDS

- 1.) PLATS 61/188, 27/173, 119/40, 36/16, 132/126, 90/2, 40/41, 133/757, 146/751, 89/99
- 2.) DEEDS 581/568, 282/806



SC HWY 21 66' R/W
OLD SHELTON CHURCH ROAD

REKENT PLAT SHOWING
PROPOSED 60' RIGHT-OF-WAY
ACQUISITION
TWICKENHAM ROAD
PREPARED FOR
COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING & INFRASTRUCTURE DIVISION
SHELTON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
DATE: OCT. 28, 2018
SCALE: 1"=50'



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

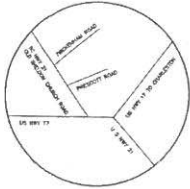
ZYAD A. KHALIL, RLS
S.P. REG. NO. 15176
[THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]



EX-9710.1

CHRISTENSEN ~ KHALIL SURVEYORS, INC.

3 FACILITY RD. BEAUFORT SC 29507
(843) 564-4148; FAX (843) 524-4148



LOCATION MAP (Not To Scale)

LEGEND

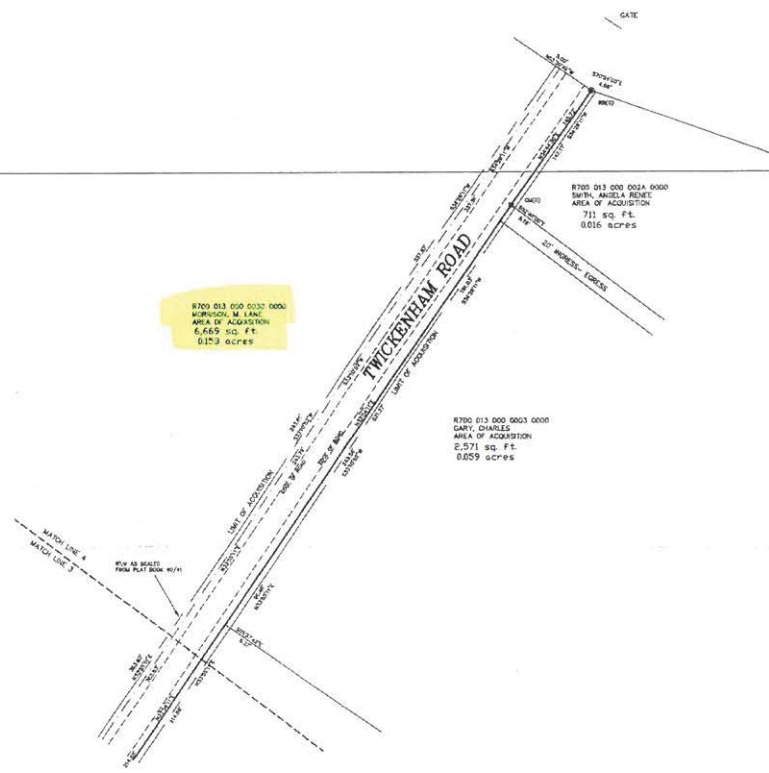
- P(O) = OLD IRON PIPE FOUND
- CO(O) = OLD CONCRETE MONUMENT FOUND
- RBN(N) = NEW REBAR SET 1/2" DIA.
- CI(O) = OLD CRIMP TIP IRON PIPE
- OE(O) = OLD OPEN END IRON PIPE FOUND
- RE(O) = OLD REBAR FOUND
- P.P. = POWER POLE
- O.H.P. = OVERHEAD POWER LINES
- Δ = CALCULATED POINT

GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON: AS SHOWN
- 2.) TOTAL ACRES SURVEYED AND SHOWN HEREON: AS SHOWN
- 3.) ACREAGE DETERMINED BY RECTANGULAR COORDINATES.
- 4.) TUN # AS SHOWN
- 5.) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT CERTIFY TO THE EXISTENCE OR ABSENCE OF ANY FRESHWATER WETLANDS ON THE PROPERTY SHOWN HEREON.
- 6.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION.
- 7.) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (VLA) PER FEMA MAP PANEL 450025-0310-D DATED: SEPT. 29, 1988

REFERENCE PLATS & DEEDS

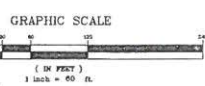
- 1.) PLATS 61/188, 32/173, 119/40, 36/16, 132/126, 90/2, 40/41, 133/157, 146/151, 88/98
- 2.) DEEDS 591/568, 292/608



8700 013 000 0032 0000
MORRISON, M. LANE
AREA OF ACQUISITION
6,659 sq. ft.
0.153 acres

8700 013 000 0024 0000
SMITH, ANGELA RENEE
AREA OF ACQUISITION
711 sq. ft.
0.016 acres

8700 013 000 0003 0000
GARY, CHARLES
AREA OF ACQUISITION
2,571 sq. ft.
0.059 acres



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

ZYAD A. KHALIL, RLS
S.C. REG. NO. 15176
[THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]

EXHIBIT PLAT SHOWING
PROPOSED 60' RIGHT-OF-WAY
ACQUISITION
TWICKENHAM ROAD
PREPARED FOR
COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING & INFRASTRUCTURE DIVISION
SHELDON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
DATED OCT. 28, 2018
SCALE: 1"=50'
THIS PLAT SUPERSEDES PLAT BOOK 150 PAGE 136

EXEMPT
This plat of property is exempt from public sale under the provisions of the Beaufort County Community Development Code as provided for in Section 2-2.2.70(d)(1)(c).
Certified to: [Signature]
Date: 12-21-2018



EX-9710.4

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: Road Improvement Right-of-Way Acquisition

WHEREAS, M LANE MORRISON & MILLS LANE MORRISON is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 013 000 0039 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as Twickenham Road; and

WHEREAS, Beaufort County wishes to establish a 50’-wide Twickenham Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, M LANE MORRISON & MILLS LANE MORRISON (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00 Dollars)**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 0.045 acres (1,949 sq. ft.) and being a portion of Grantor’s property (R700 013 000 0039 0000) more particularly designated and shown on that certain survey entitled “Exhibit Plat Showing Proposed 50’ Right of Way Acquisition Twickenham Road” dated November 29, 2018 and being prepared by Zyad A. Khalil RLS 15176 with Christensen-Khalil Surveying Inc. Said plat being of record with the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Pages 182-185. For a more detailed description as to metes, courses and bounds, reference may be had to said plat.

And

All my interest in and to that certain roadway known as Twickenham Road.

PORTION OF TMS# R700 013 000 0039 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
 Witness #1

(1) _____
 M LANE MORRISON

(3) _____
 Witness #2 (Notary Public May Sign)

(1) _____
 MILLS LANE MORRISON

STATE OF _____)
 _____)
 COUNTY OF _____)

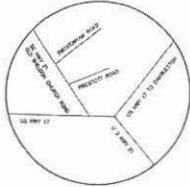
I, the undersigned Notary Public, do hereby certify that M LANE MORRISON & MILLS LANE MORRISON personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

(4) _____
 Notary Public For _____
 My commission expires: _____

CHRISTENSEN ~ KHALIL SURVEYORS, INC.

3 FACULTY DRIVE, BEAUFORT, SC 29507
(843) 244-4149, FAX (843) 244-4149



LOCATION MAP (Not To Scale)

LEGEND

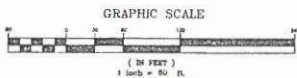
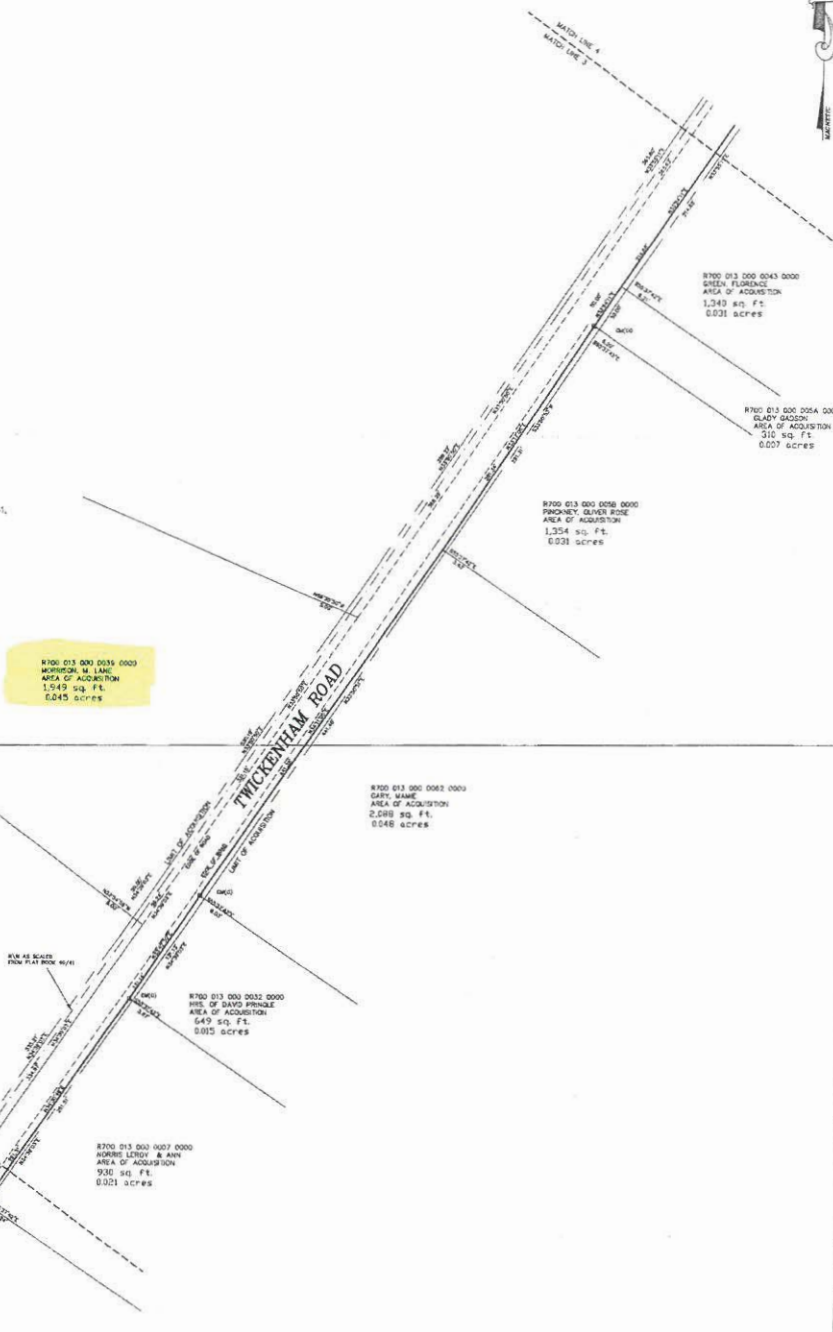
- PI(O) = OLD IRON PIPE FOUND
- CM(O) = OLD CONCRETE MONUMENT FOUND
- RB(N) = NEW REBAR SET 1/2" DIA.
- CLDD = OLD CRIMP TIP IRON PIPE
- CE(O) = OLD OPEN END IRON PIPE FOUND
- REBD = OLD REBAR FOUND
- P.P. = POWER POLE
- O.H.P. = OVERHEAD POWER LINES
- △ = CALCULATED POINT

GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON AS SHOWN
- 2.) TOTAL ACRES SURVEYED AND SHOWN HEREON AS SHOWN
- 3.) ACRES DETERMINED BY RECTANGULAR COORDINATES.
- 4.) TWIN # AS SHOWN
- 5.) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT CERTIFY TO THE EXISTENCE OR ABSENCE OF ANY FRESHWATER WETLANDS ON THE PROPERTY SHOWN HEREON.
- 6.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION.
- 7.) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (A.V.) PER FEMA MAP PANEL 450025-0010-D DATED: SEPT. 29, 1988

REFERENCE PLATS & DEEDS

- 1.) PLATS 61/188, 32/173, 119/40, 36/16, 132/126, 60/2, 40/41, 133/152, 146/151, 68/98
- 2.) DEEDS 81/265, 292/676



CERTIFICATION:

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

ZYAD A. KHALIL, PLS
S.C. REG. NO. 15176

THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL.]

EXHIBIT PLAT SHOWING
PROPOSED 80' RIGHT-OF-WAY
ACQUISITION
TWICKENHAM ROAD
PREPARED FOR
COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING & INFRASTRUCTURE DIVISION
SHELTON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
DATED OCT. 28, 2016
SCALE 1"=80'
THIS PLAT SUPERSEDES PLAT BOOK 150 PAGE 130

ENCL#1
This plat of property is exempt from having to be shown as such when approved under the provisions of this Act and it is hereby recommended by the Board of Public Safety that it be approved as shown by the Board of Public Safety on the date of its approval.
Certified By: [Signature]
Date: 10-21-2016



EX-9710.3



COUNTY COUNCIL OF BEAUFORT COUNTY
Right of Way
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2694 Fax (843) 255-9436

Do Not Discard; Response Required

October 1, 2019

M LANE MORRISON
MILLS LANE MORRISON
125 TWICKENHAM
YEMASSEE, SC 29945

Re: Twickenham Road TMS # R700 013 000 0039 0000 & R700 013 000 0030 0000

Dear M LANE MORRISON & MILLS LANE MORRISON:

We previously corresponded with you concerning acquisition of Right of Way associated with parcels R700 013 000 0039 0000 & R700 013 000 0030 0000 off of Twickenham Road. You have not granted the necessary Right of Way and we are asking you to reconsider.

As mentioned in the original letter, it is our desire to acquire Rights of Way and Drainage Easements required to improve Twickenham Road. Although the dirt road is maintained by the County, improvements such as paving require all abutting property owners along the road to grant a 50' Right of Way. Improvements to Twickenham Road will benefit you as the property owner and the owners of surrounding residences as well.

We would like to ask you once again to sign the enclosed Right of Way Deed in the presence of a notary and return it to us in the stamped self-addressed envelope provided.

If we do not receive a reply to this letter within 30 days, we will refer this matter to the Beaufort County Legal Department to evaluate the possibility of legal proceedings in order to obtain the Right of Way associated with Twickenham Road.

Again, it is Beaufort County's desire to keep this process simple and straightforward for all the landowners abutting the referenced road. If you have any questions or require assistance notarizing documents, please contact Patty Wilson at 843-255-2694 or email pwilson@bcgov.net.

Respectfully,

Patty Wilson
Right of Way Manager
Beaufort County

Attachments: Right of Way Deeds

EXECUTION INSTRUCTIONS

Please use the following numbers as a guide for execution. You will need both an unofficial witness and a Notary Public present at execution. These individuals may not be relatives of the person signing.

- 1) Signature of **MLANE MORRISON & MILLS LANE MORRISON**
- 2) Signature of 1st Witness
- 3) Signature of Notary/2nd Witness (do not affix seal on this line)
- 4) Signature of Notary (show expiration date of commission)

NOTE: When a document is signed out of the state of South Carolina, please have the Notary Public indicate the state and county in which the document is executed and witnessed along with their notary's seal and stamp where applicable.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: Road Improvement Right-of-Way Acquisition

WHEREAS, M LANE MORRISON & MILLS LANE MORRISON is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 013 000 0030 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as Twickenham Road; and

WHEREAS, Beaufort County wishes to establish a 50'-wide Twickenham Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, M LANE MORRISON & MILLS LANE MORRISON (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00 Dollars)**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 0.344 acres and 0.153 acres for a total of 0.497 acres (14,984 sq.ft and 6,669 sq.ft for a total of 21,653 sq.ft.) and being a portion of Grantor's property (R700 013 000 0030 0000) more particularly designated and shown on that certain survey entitled "Exhibit Plat Showing Proposed 50' Right of Way Acquisition Twickenham Road" dated November 29, 2018 and being prepared by Zyad A. Khalil RLS 15176 with Christensen-Khalil Surveying Inc. Said plat being of record with the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Pages 182-185. For a more detailed description as to metes, courses and bounds, reference may be had to said plat.

And

All my interest in and to that certain roadway known as Twickenham Road.

PORTION OF TMS# R700 013 000 0030 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
 Witness #1

(1) _____
 M LANE MORRISON

(3) _____
 Witness #2 (Notary Public May Sign)

(1) _____
 MILLS LANE MORRISON

STATE OF _____)
)
 COUNTY OF _____)

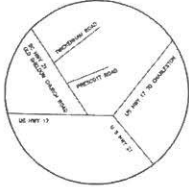
I, the undersigned Notary Public, do hereby certify that M LANE MORRISON & MILLS LANE MORRISON personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

(4) _____
 Notary Public For _____
 My commission expires: _____

CHRISTENSEN ~ KHALIL SURVEYORS, INC.

2 FACILITY DRIVE, DALLAS, TX 75207
 (843) 524-4248, FAX (843) 524-4140



LOCATION MAP (Not To Scale)

LEGEND

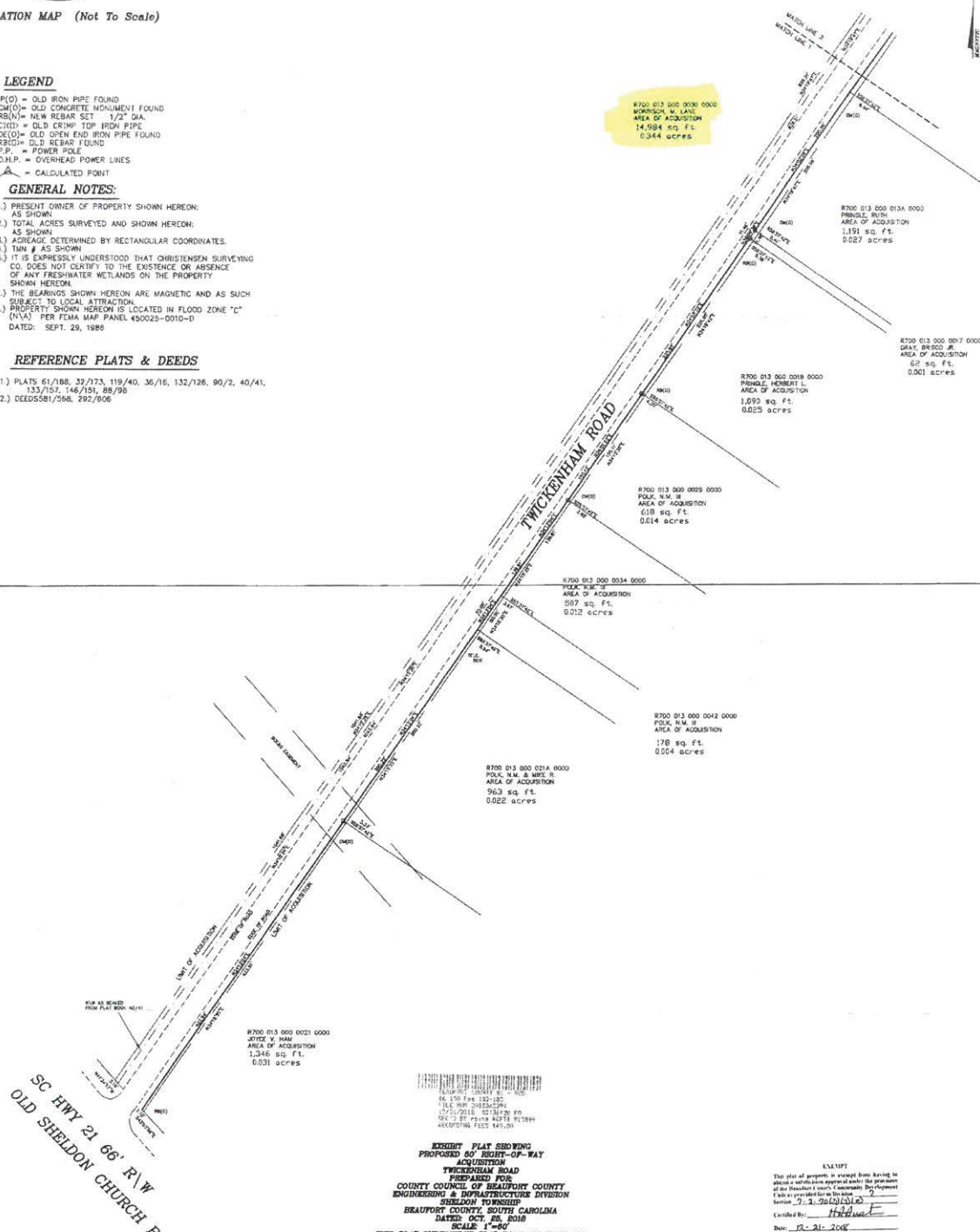
- IP(O) = OLD IRON PIPE FOUND
- CM(O) = OLD CONCRETE MONUMENT FOUND
- RB(N) = NEW REBAR SET 1/2" DIA.
- CI(O) = OLD CROWN TOP IRON PIPE FOUND
- DE(O) = OLD OPEN END IRON PIPE FOUND
- RE(O) = OLD REBAR FOUND
- P.P. = POWER POLE
- O.H.P. = OVERHEAD POWER LINES
- △ = CALCULATED POINT

GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON AS SHOWN.
- 2.) TOTAL ACRES SURVEYED AND SHOWN HEREON AS SHOWN.
- 3.) AGREEMENT DETERMINED BY RECTANGULAR COORDINATES.
- 4.) TURN # AS SHOWN.
- 5.) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT WARRANT TO THE EXISTENCE OR ABSENCE OF ANY FRESHWATER WETLANDS ON THE PROPERTY SHOWN HEREON.
- 6.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION.
- 7.) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (NVA) PER FEMA MAP PANEL 450025-0010-D DATED: SEPT. 29, 1988

REFERENCE PLATS & DEEDS

- 1.) PLATS 61/188, 27/173, 119/40, 36/16, 132/126, 90/2, 40/41, 133/757, 146/751, 89/89
- 2.) DEEDS 581/588, 282/806



SC HWY 21 66' R.W.
 OLD SHEDDON CHURCH ROAD

| | |
|------------|---------------------------------------|
| DATE | 10/28/2018 |
| DRAWN BY | RLS |
| CHECKED BY | JK |
| FILE NO | 18-018 |
| PROJECT NO | 18-018 |
| CLIENT | BEAUFORT COUNTY |
| ADDRESS | 1000 W. MARKET ST. BEAUFORT, NC 28516 |
| PHONE | 252-757-1111 |
| FAX | 252-757-1111 |
| EMAIL | info@beaufortcountync.gov |

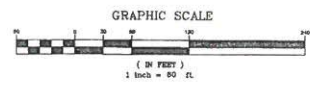
EXISTING PLAT SHOWING PROPOSED 60' RIGHT-OF-WAY ACQUISITION TWICKENHAM ROAD PREPARED FOR COUNTY COUNCIL OF BEAUFORT COUNTY ENGINEERING & INFRASTRUCTURE DIVISION BEAUFORT TOWNSHIP BEAUFORT COUNTY, SOUTH CAROLINA DATED: OCT. 28, 2018 SCALE: 1"=50'

THIS PLAT SUPERSEDES PLAT BOOK 160 PAGE 136

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

ZYAD A. KHALIL, RLS
 S.C. REG. NO. 15176

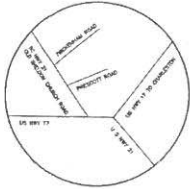
THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]



EX-9710.1

CHRISTENSEN ~ KHALIL SURVEYORS, INC.

3 FACILITY DRIVE, BEAUFORT SC 29907
(843) 564-4148, FAX (843) 524-4148



LOCATION MAP (Not To Scale)

LEGEND

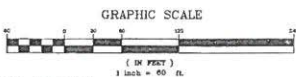
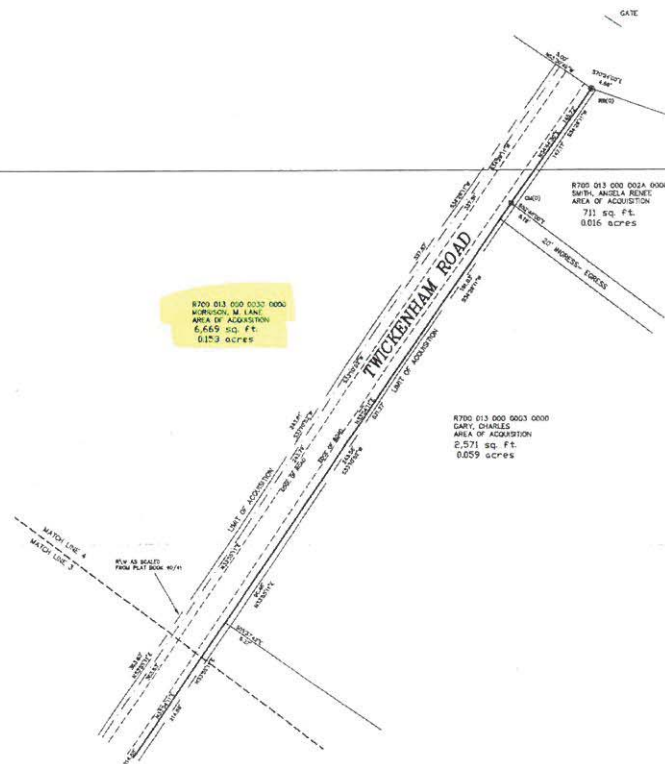
- P(O) = OLD IRON PIPE FOUND
- CO(O) = OLD CONCRETE MONUMENT FOUND
- RBN(N) = NEW REBAR SET 1/2" DIA.
- CI(O) = OLD CRIMP TIP IRON PIPE
- OE(O) = OLD OPEN END IRON PIPE FOUND
- RE(O) = OLD REBAR FOUND
- P.P. = POWER POLE
- O.H.P. = OVERHEAD POWER LINES
- Δ = CALCULATED POINT

GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON: AS SHOWN
- 2.) TOTAL ACRES SURVEYED AND SHOWN HEREON: AS SHOWN
- 3.) ACREAGE DETERMINED BY RECTANGULAR COORDINATES.
- 4.) TOWN # AS SHOWN
- 5.) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT CERTIFY TO THE EXISTENCE OR ABSENCE OF ANY FRESHWATER WETLANDS ON THE PROPERTY SHOWN HEREON.
- 6.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION.
- 7.) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (VLA) PER FEMA MAP PANEL 450025-0310-D DATED: SEPT. 29, 1988

REFERENCE PLATS & DEEDS

- 1.) PLATS 61/188, 32/173, 119/40, 36/16, 132/126, 90/2, 40/41, 133/157, 146/151, 88/98
- 2.) DEEDS 591/568, 292/608



CERTIFICATION:

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

ZYAD A. KHALIL, RLS
S.C. REG. NO. 15176

[THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]

EXHIBIT PLAT SHOWING
PROPOSED 20' RIGHT-OF-WAY
ACQUISITION
TWICKENHAM ROAD
PREPARED FOR
COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING & INFRASTRUCTURE DIVISION
SHELDON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
DATED OCT. 28, 2018
SCALE: 1"=50'
THIS PLAT SUPERSEDES PLAT BOOK 160 PAGE 186

EXEMPT

This plat of property is exempt from recording as it is a subdivision approval under the provisions of the Beaufort County Community Development Code as provided for in the following:

Section 2.2.070(d)(1)(e) 7
Certified to: [Signature]
Date: 12-21-2018



EX-9710.4

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: Road Improvement Right-of-Way Acquisition

WHEREAS, M LANE MORRISON & MILLS LANE MORRISON is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 013 000 0039 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as Twickenham Road; and

WHEREAS, Beaufort County wishes to establish a 50’-wide Twickenham Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, M LANE MORRISON & MILLS LANE MORRISON (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00 Dollars)**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 0.045 acres (1,949 sq. ft.) and being a portion of Grantor’s property (R700 013 000 0039 0000) more particularly designated and shown on that certain survey entitled “Exhibit Plat Showing Proposed 50’ Right of Way Acquisition Twickenham Road” dated November 29, 2018 and being prepared by Zyad A. Khalil RLS 15176 with Christensen-Khalil Surveying Inc. Said plat being of record with the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Pages 182-185. For a more detailed description as to metes, courses and bounds, reference may be had to said plat.

And

All my interest in and to that certain roadway known as Twickenham Road.

PORTION OF TMS# R700 013 000 0039 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
Witness #1

(1) _____
M LANE MORRISON

(3) _____
Witness #2 (Notary Public May Sign)

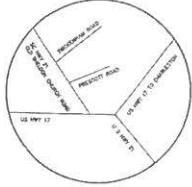
(1) _____
MILLS LANE MORRISON

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that M LANE MORRISON & MILLS LANE MORRISON personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

(4) _____
Notary Public For _____
My commission expires: _____



LOCATION MAP (Not To Scale)

LEGEND

- PI(O) = OLD IRON PIPE FOUND
- CM(O) = OLD CONCRETE MONUMENT FOUND
- RB(N) = NEW REBAR SET 1/2" DIA.
- CLDD = OLD CRIMP TOP IRON PIPE
- CE(O) = OLD OPEN END IRON PIPE FOUND
- RB(O) = OLD REBAR FOUND
- P.P. = POWER POLE
- O.H.P. = OVERHEAD POWER LINES
- △ = CALCULATED POINT

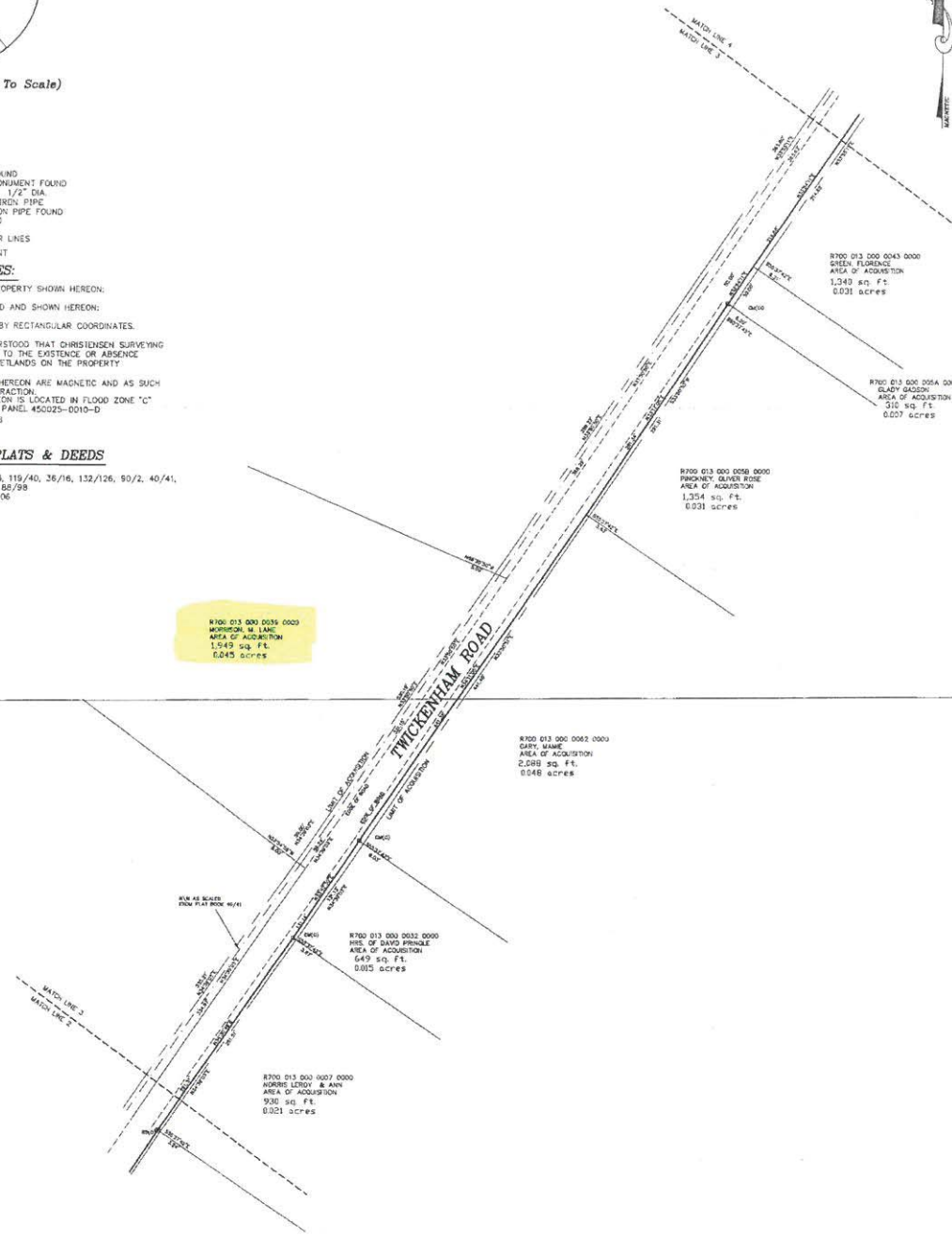
GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON AS SHOWN.
- 2.) TOTAL ACRES SURVEYED AND SHOWN HEREON AS SHOWN.
- 3.) ACRES DETERMINED BY RECTANGULAR COORDINATES.
- 4.) TUN # AS SHOWN.
- 5.) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT CERTIFY TO THE EXISTENCE OR ABSENCE OF ANY FRESHWATER WETLANDS ON THE PROPERTY SHOWN HEREON.
- 6.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION.
- 7.) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (N.A.) PER FEMA MAP PANEL 4502025-0010-D DATED: SEPT. 29, 1988

REFERENCE PLATS & DEEDS

- 1.) PLATS 61/188, 32/173, 119/40, 36/16, 132/126, 90/2, 40/41, 133/157, 146/151, 86/98
- 2.) DEEDS 581/568, 292/606

R700 013 000 0036 0000
 MONROE, M. LANE
 AREA OF ACQUISITION
 1,549 sq. ft.
 0.045 acres



R700 013 000 0042 0000
 GARY, MAINE
 AREA OF ACQUISITION
 2,088 sq. ft.
 0.048 acres

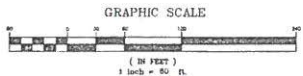
R700 013 000 0033 0000
 HIS. OF DAVID PRINGLE
 AREA OF ACQUISITION
 649 sq. ft.
 0.019 acres

R700 013 000 0007 0000
 GORDE LUDOV. & ASS.
 AREA OF ACQUISITION
 936 sq. ft.
 0.021 acres

R700 013 000 0043 0000
 SHEEN, FLORENCE
 AREA OF ACQUISITION
 1,349 sq. ft.
 0.031 acres

R700 013 000 0056 0000
 SLOTT, SAGES
 AREA OF ACQUISITION
 310 sq. ft.
 0.007 acres

R700 013 000 0058 0000
 PROHNEY, OLIVER ROSE
 AREA OF ACQUISITION
 1,354 sq. ft.
 0.031 acres



CERTIFICATION:
 I, ZYED A. KHALIL, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE VIRGINIA STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS-B SURVEY AS SPECIFIED THEREIN.

ZYED A. KHALIL, PLS
 REC. NO. 10176
 THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]

EXHIBIT PLAT SHOWING
 PROPOSED 60' RIGHT-OF-WAY
 ACQUISITION
 TWICKENHAM ROAD
 PREPARED FOR
 COUNTY COUNCIL OF BEAUFORT COUNTY
 ENGINEERING & INFRASTRUCTURE DIVISION
 SHELTON TOWNSHIP
 BEAUFORT COUNTY, SOUTH CAROLINA
 DATED OCT. 28, 2018
 SCALE 1"=80'
 THIS PLAT SUPERSEDES PLAT BOOK 150 PAGE 135

ENCL 1
 This plat is prepared in accordance with the provisions of the Virginia Standard Manual for the Practice of Land Surveying in South Carolina, Section 1.2.2a (b)(3) (2017).
 Certified by: [Signature]
 Date: 12-21-2018



EX-9710.3



COUNTY COUNCIL OF BEAUFORT COUNTY
Right of Way
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2694 Fax (843) 255-9436

Do Not Discard; Response Required

January 14, 2019

JOYCE V HAM
2989 ALONSO RD
JACKSONVILLE, FL32216

Re: Twickenham Road TMS # R700 013 000 0021 0000

Dear Sir/Madam:

Property owners of the referenced road have petitioned Beaufort County to accept the road for Right of Way Deeds and Drainage Easements necessary for road improvements. Although the County currently maintains the dirt road, improvements such as paving require all abutting property owners along the road to grant a 50' Right of Way. Please review the attached documents and follow the instructions for execution on the next page. Please use the self-addressed return envelope to return the executed documents. If you have questions or need the documents notarized, please contact Patty Wilson at 843-255-2694 or email pwilson@bcgov.net. Thank you for your assistance in this matter.

Sincerely,

Patty Wilson
Right of Way Manager
Beaufort County

Attachments: Right of Way Deed
Drainage Easement (Only included if needed)

EXECUTION INSTRUCTIONS

Please use the following numbers as a guide for execution. You will need both an unofficial witness and a Notary Public present at execution. These individuals may not be relatives of the person signing.

- 1) Signature of **JOYCE V HAM**
- 2) Signature of 1st Witness
- 3) Signature of Notary/2nd Witness (do not affix seal on this line)
- 4) Signature of Notary (show expiration date of commission)

NOTE: When a document is signed out of the state of South Carolina, please have the Notary Public indicate the state and county in which the document is executed and witnessed along with their notary's seal and stamp where applicable.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: Road Improvement Right-of-Way Acquisition

WHEREAS, JOYCE V HAM is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 013 000 0021 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as Twickenham Road; and

WHEREAS, Beaufort County wishes to establish a 50'-wide Twickenham Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOYCE V HAM (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00) Dollars**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 0.031 acres (1,346 sq.ft.) and being a portion of Grantor's property (R700 013 000 0021 0000) more particularly designated and shown on that certain survey entitled "Exhibit Plat Showing Proposed 50' Right of Way Acquisition Twickenham Road" dated November 29, 2018 and being prepared by Zyad A. Khalil RLS 15176 with Christensen-Khalil Surveying Inc. Said plat being of record with the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Pages 182-185. For a more detailed description as to metes, courses and bounds, reference may be had to said plat.

And

All my interest in and to that certain roadway known as Twickenham Road.

PORTION OF TMS# R700 013 000 0021 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
Witness #1

(1) _____
JOYCE V HAM

(3) _____
Witness #2 (Notary Public May Sign)

(1) _____

STATE OF _____)

_____)

COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that JOYCE V HAM personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

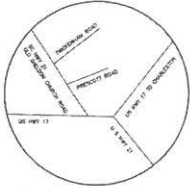
(4) _____

Notary Public For _____

My commission expires: _____

CHRISTENSEN ~ KHALIL SURVEYORS, INC.

3 FACULTY DRIVE, BEAUFORT SC 29507
(843) 524-4148, FAX: (843) 524-4149



LOCATION MAP (Not To Scale)

LEGEND

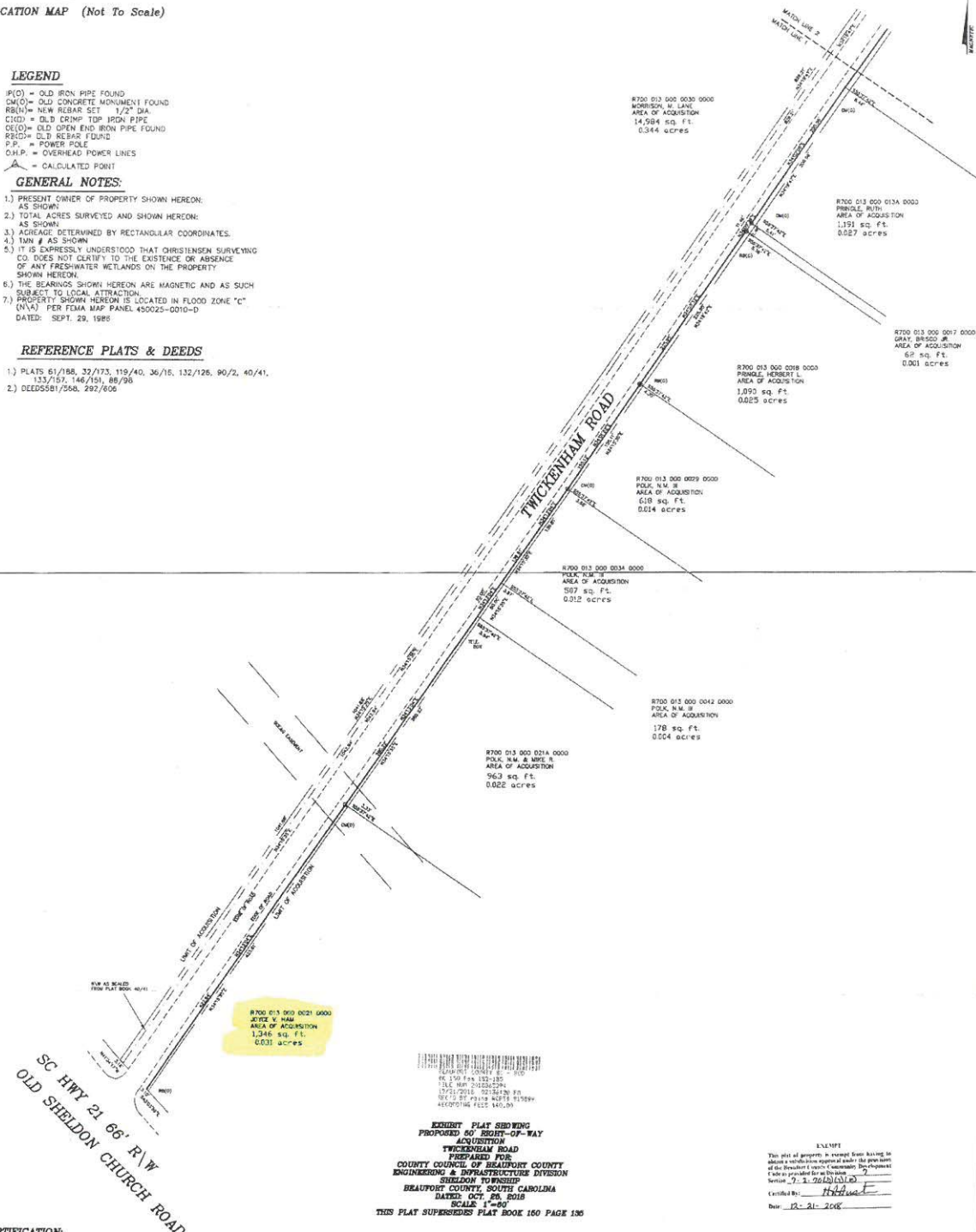
- IP(O) = OLD IRON PIPE FOUND
- CM(O) = OLD CONCRETE MONUMENT FOUND
- RB(L) = NEW REBAR SET 1/2" DIA.
- CI(O) = OLD CRIMP TOP IRON PIPE
- CE(O) = OLD OPEN END IRON PIPE FOUND
- RE(O) = OLD REBAR FOUND
- P.P. = POWER POLE
- OLP = OVERHEAD POWER LINES
- CP = CALCULATED POINT

GENERAL NOTES:

- 1) PRESENT OWNER OF PROPERTY SHOWN HEREON AS SHOWN
- 2) TOTAL ACRES SURVEYED AND SHOWN HEREON AS SHOWN
- 3) ACREAGE DETERMINED BY RECTANGULAR COORDINATES
- 4) TUN # AS SHOWN
- 5) IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT CLARIFY TO THE EXISTENCE OR ABSENCE OF ANY FRESH-WATER WETLANDS ON THE PROPERTY SHOWN HEREON
- 6) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION
- 7) PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (NVA) PER FEMA MAP PANEL 450025-0010-D DATED: SEPT. 29, 1986

REFERENCE PLATS & DEEDS

- 1) PLATS 61/18A, 32/173, 119/40, 36/15, 132/126, 90/2, 40/41, 133/157, 146/151, 88/98
- 2) DEEDS 581/568, 292/806

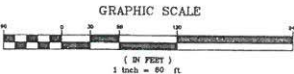


CERTIFICATION:

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

ZYAD A. KHALIL, RLS
S.C. REG. NO. 15176
[THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]

EXHIBIT PLAT SHOWING PROPOSED 50' RIGHT-OF-WAY ACQUISITION TWICKENHAM ROAD PREPARED FOR: COUNTY COUNCIL OF BEAUFORT COUNTY ENGINEERING & INFRASTRUCTURE DIVISION BEAUFORT COUNTY, SOUTH CAROLINA DATED: OCT. 29, 2018 SCALE: 1"=50' THIS PLAT SUPERSEDES PLAT BOOK 160 PAGE 130



EXEMPT
This plat of property is exempt from being in compliance with the provisions of the provisions of the Equalized Property Tax Act of 1978, Section 7-2-202(a)(2).
Certified By: [Signature]
Date: 12-21-2018



EX-9710.1



COUNTY COUNCIL OF BEAUFORT COUNTY

Right of Way

120 Shanklin Road

Beaufort, South Carolina 29906

Voice (843) 255-2694 Fax (843) 255-9436

Do Not Discard; Response Required

September 19, 2019

JOYCE V HAM

36 Glaze Drive
Burton, SC 29906

Re: Twickenham Road TMS # R700 013 000 0021 0000

Dear Ms. Ham:

We previously corresponded with you concerning acquisition of Right of Way associated with parcel R700 013 000 0021 0000 off of Twickenham Road. You have not granted the necessary Right of Way and we are asking you to reconsider.

As mentioned in the original letter, it is our desire to acquire Rights of Way and Drainage Easements required to improve Twickenham Road. Although the dirt road is maintained by the County, improvements such as paving require all abutting property owners along the road to grant a 50' Right of Way. Improvements to Twickenham Road will benefit you as the property owner and the owners of surrounding residences as well.

We would like to ask you once again to sign the enclosed Right of Way Deed in the presence of a notary and return it to us in the stamped self-addressed envelope provided.

If we do not receive a reply to this letter within 30 days, we will refer this matter to the Beaufort County Legal Department to evaluate the possibility of legal proceedings in order to obtain the Right of Way associated with Twickenham Road.

Again, it is Beaufort County's desire to keep this process simple and straightforward for all the landowners abutting the referenced road. If you have any questions or require assistance notarizing documents, please contact Patty Wilson at 843-255-2694 or email pwilson@bcgov.net.

Respectfully,

Patty Wilson
Right of Way Manager
Beaufort County

Attachments: Right of Way Deed

EXECUTION INSTRUCTIONS

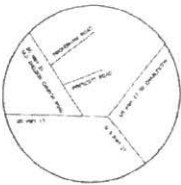
Please use the following numbers as a guide for execution. You will need both an unofficial witness and a Notary Public present at execution. These individuals may not be relatives of the person signing.

- 1) Signature of **JOYCE V HAM**
- 2) Signature of 1st Witness
- 3) Signature of Notary/2nd Witness (do not affix seal on this line)
- 4) Signature of Notary (show expiration date of commission)

NOTE: When a document is signed out of the state of South Carolina, please have the Notary Public indicate the state and county in which the document is executed and witnessed along with their notary's seal and stamp where applicable.

CHRISTENSEN - KHALIL SURVEYORS, INC.

7 FACILITY DRIVE, BEAUFORT SC 29505
 (843) 824-4144 FAX (843) 264-4149



LOCATION MAP (Not To Scale)

LEGEND

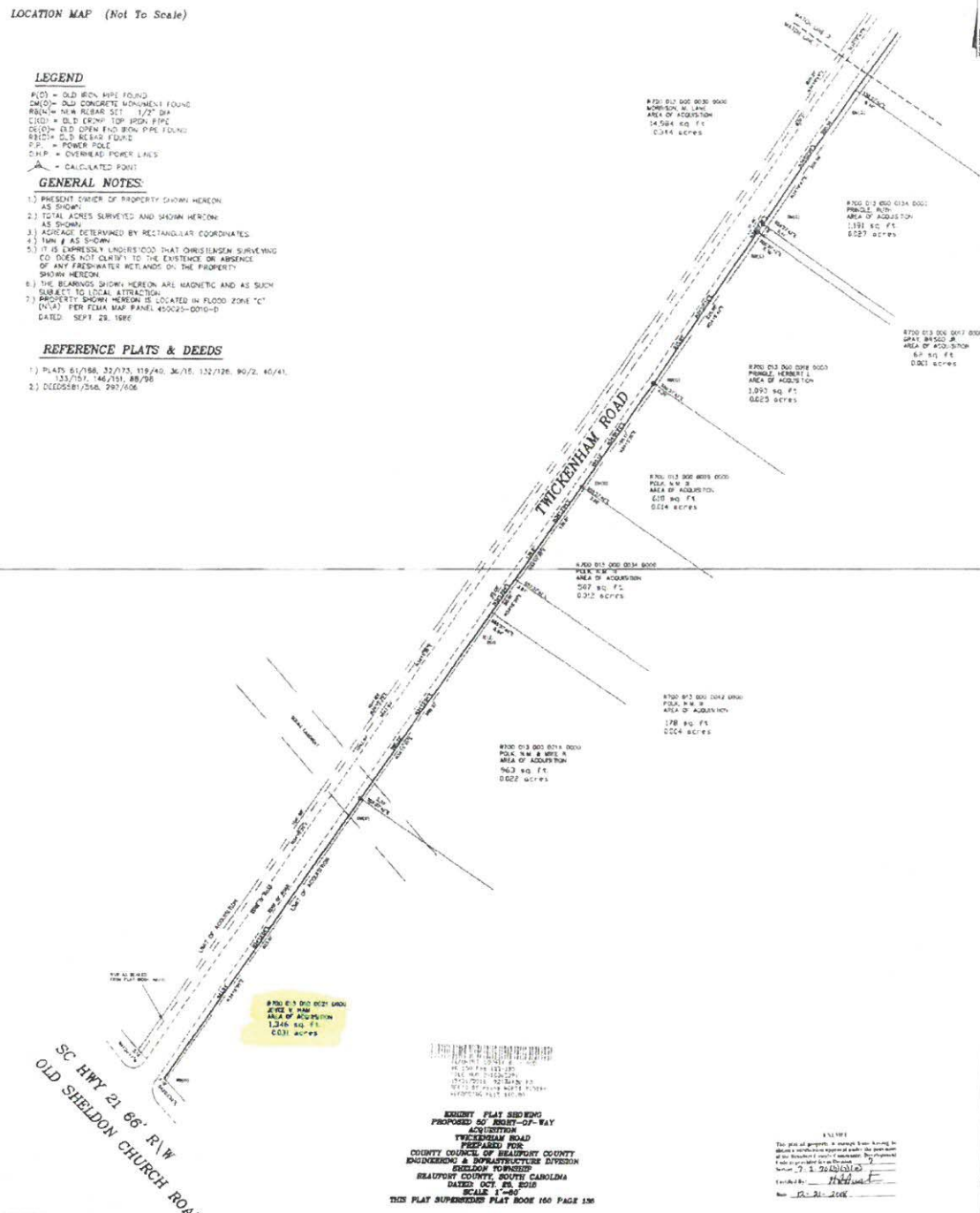
- FOI - OLD IRON PIPE FOUND
- MOI - OLD CONCRETE MONUMENT FOUND
- REIN - N.W. REBAR SET 1/2" DIA
- COI - OLD CONCRETE TOP IRON PIPE
- EOI - OLD OPEN END IRON PIPE FOUND
- REI - OLD REBAR FOUND
- P.P. - POWER POLE
- O.H.P. - OVERHEAD POWER LINES
- CP - CALCULATED POINT

GENERAL NOTES:

1. PRESENT OWNER OF PROPERTY SHOWN HEREON AS SHOWN
2. TOTAL ACRES SURVEYED AND SHOWN HEREON AS SHOWN
3. ACRESAGE DETERMINED BY RECTANGULAR COORDINATES
4. NAD 83 AS SHOWN
5. IT IS EXPRESSLY UNDERSTOOD THAT CHRISTENSEN SURVEYING CO. DOES NOT CLARIFY TO THE EXISTENCE OR ABSENCE OF ANY FRESH-WATER WETLANDS ON THE PROPERTY SHOWN HEREON
6. THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH SUBJECT TO LOCAL ATTRACTION
7. PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C" (V-1) PER FEMA MAP PANEL 450025-0010-D DATED: SEPT. 28, 1992

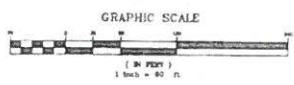
REFERENCE PLATS & DEEDS

1. PLATS 61/766, 32/773, 119/740, 36/718, 122/726, 90/72, 40/41, 133/757, 146/757, 88/76
2. DEEDS 281/254, 297/608



SC HWY 21 66' R/W
 OLD SHELDON CHURCH ROAD

EXHIBIT PLAT SHOWING
PROPOSED RIGHT-OF-WAY
ACQUISITION
TRICKENHAM ROAD
PREPARED FOR:
COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING & INFRASTRUCTURE DIVISION
CHELSEA FOUNDER
BEAUFORT COUNTY, SOUTH CAROLINA
DATED: OCT. 28, 2010
SCALE: 1"=80'
THIS PLAT SUPERSEDES PLAT BOOK 160 PAGE 138



CERTIFICATION:

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

ZYAD A. KHALIL, P.E.
 S.C. REG. NO. 101776
 [THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL.]



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: Road Improvement Right-of-Way Acquisition

WHEREAS, JOYCE V HAM is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 013 000 0021 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as Twickenham Road; and

WHEREAS, Beaufort County wishes to establish a 50'-wide Twickenham Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOYCE V HAM (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00) Dollars**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 0.031 acres (1,346 sq.ft.) and being a portion of Grantor's property (R700 013 000 0021 0000) more particularly designated and shown on that certain survey entitled "Exhibit Plat Showing Proposed 50' Right of Way Acquisition Twickenham Road" dated November 29, 2018 and being prepared by Zyad A. Khalil RLS 15176 with Christensen-Khalil Surveying Inc. Said plat being of record with the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Pages 182-185. For a more detailed description as to metes, courses and bounds, reference may be had to said plat.

And

All my interest in and to that certain roadway known as Twickenham Road.

PORTION OF TMS# R700 013 000 0021 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
Witness #1

(1) _____
JOYCE V HAM

(3) _____
Witness #2 (Notary Public May Sign)

(1) _____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that JOYCE V HAM personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

(4) _____
Notary Public For _____
My commission expires: _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO PERFECT RIGHT OF WAY ON STROUP ROAD

Council Committee:

Public Facilities Committee (executive committee)

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

Stroup Road was paved during contract 34 around 2008-2009 time frame. During this time County considered historically maintained roads as prescriptive. County Council approved the paving contract on January 26, 2009. A recent development request established a need to perfect ROW on Stroup Road. Of the two needed parcels (046C & 051A) parcel 051A still has not voluntarily deeded the needed ROW. Negotiations to avoid condemnation have resulted in an agreed compensation of \$3,000.

Points to Consider:

By settling this matter prior to any filing, the County saves the legal expenses of approximately \$2,500.00 associated with the preparation of the pleadings, approximately \$1,800.00 costs associated with the appraisal of the property and around \$700.00 costs associated with the title search and filing fees. These fees would be in addition to any compensation due the landowner for the value of the 5,211 sf.

Funding & Liability Factors:

Compensation Request \$3,000 funded via TAG funds -2342001T.

Council Options:

Approve or disapprove landowner of parcel 051A compensation of \$3,000.

Recommendation:

Approve landowner of parcel 051A compensation of \$3,000.

RESOLUTION 2020/_____

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO PERFECT
RIGHT OF WAY ON STROUP ROAD LOCATED IN SHELDON TOWNSHIP
ASSOCIATED WITH PARCEL R700 038 000 051A 0000**

WHEREAS, Stroup Road located in Sheldon Township is a County Maintained Road that was paved as part the County Transportation Committee (CTC) paving program; and

WHEREAS, Stroup Road was paved under CTC paving contract 34 approved by Beaufort County Council on January 26, 2009. During this time Stroup Road ownership was considered prescriptive and formal instruments of ownership were not addressed; and

WHEREAS, Beaufort County (“County”) has determined that perfecting instruments of ownership on the Stroup Road Right of Way (“ROW”) is necessary for development requests associated with property owners in the Stroup Road community; and

WHEREAS, all but one ROW deed has been voluntarily donated to the County to perfect the ROW as needed for development purposes; and

WHEREAS, County staff has made diligent efforts for voluntary donation of the remaining ROW associated with parcel R700 038 000 051A 0000 located on Stroup Road; and

WHEREAS, despite the diligent efforts of staff, the owner of the aforementioned property has not agreed to donate the necessary property needed to perfect ROW on Stroup Road; and

WHEREAS, it is in the best interest of the Stroup Road community and Beaufort County to perfect the Right of Way associated with Stroup Road and authorize the County Administrator to initiate negotiations or legal actions as necessary to perfect the Right of Way associated with this County maintained road.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby authorizes the County Administrator to initiate negotiations or legal actions as necessary to perfect Right of Way on Stroup Road located in Sheldon Township on the parcel identified as R700 038 000 051A 0000.

ADOPTED this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Stroup Road ROW Status Map



December 9, 2019

VIA EMAIL ONLY

Mr. Robert McFee, PE
Division Direct Construction, Engineering & Facilities
Beaufort County

Re: Beaufort County v. Ethel Cureton
Stroup Road
TMS # R700 038 000 051A 0000
Pre-litigation settlement - Justification Letter

Dear Mr. McFee:

In order to perfect title of Stroup Road, the County needed to acquire 5,211 square feet from landowner's 2.04 acre tract of property in Beaufort County, South Carolina. Stroup Road has been paved and utilized by the public for a number of years and the County possessed ownership of the road on each side of the landowner's property. Therefore, the County needed a 50' right of way from Ms. Cureton to perfect its interest in the public road.

The County initially asked landowner to donate the necessary right of way since the road has been open to the public for so long which landowner refused. The parties then attempted to negotiate the purchase of the necessary property using a cost estimate. The county estimated the property value equaled \$.29 per square foot. When multiplying this by the acquired 5,211 square feet, Beaufort County determined landowner should receive \$1,511.19 for the acquisition of her property.

The landowner disagreed with this initial offer and demanded \$11,000.00 just compensation. After much negotiations, landowner retained Jim Wegman, Esq. to represent her in this matter. Fortunately, the parties were able to resolve this matter prior to any litigation for \$3,000.00 payment for the necessary 5,211 sf.

I consider this settlement in the best interest of the Beaufort County. By settling this matter prior to any filing, the County saves the legal expenses of approximately \$2,500.00 associated with the preparation of the pleadings, approximately \$1,800.00 costs associated with the appraisal of the property and around \$700.00 costs associated with the title search and filing fees. These fees would be in addition to any compensation due the landowner for the value of the 5,211 sf. Therefore this settlement is in the best interest of Beaufort County.

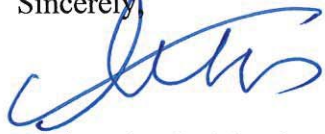
Mr. Robert McFee, PE
Division Direct Construction, Engineering & Facilities
Beaufort County
December 9, 2019
Page: 2

In order to complete the transaction, please prepare a check made out to Wegman and Wegman, LLC trust account for the settlement of the Ethel Cureton matter. I have forwarded a deed to landowner's attorney to execute and return as part of the settlement. Once returned, I will file the deed with the County Register of Deeds and will return a clocked in copy to the County for its files.

Please feel free to contact me with any questions or issues.

With kindest regards, I remain

Sincerely,



Christopher L. Murphy, Esq.

CLM/jh

cc: Ms. Patricia Wilson
Right of Way Manager
Beaufort County

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) QUIT CLAIM DEED

Project: Stroup Road Right-of-Way Acquisition

WHEREAS, ETHEL L CURETON is/are the owner(s) of that certain parcel shown and designated on the Beaufort County Tax Map as **R700 038 000 051A 0000**; and

WHEREAS, said parcel abuts and/or is traversed by Stroup Road which Beaufort County previously paved and currently maintains; and

WHEREAS, Beaufort County wishes to establish a 50'-wide Stroup Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, ETHEL L CURETON (Grantor), for and in consideration of the sum of **Three Thousand and No/100 (\$3,000.00) Dollars**, to me in hand paid at and before the sealing of these presents by Beaufort County, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Beaufort County, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of .120 acres (5,211 sq.ft.) and being a portion of Grantor's property (R700 038 000 051A 0000) located on Stroup Road. Said strip of land is shown in Exhibit "A " attached hereto.

And

All my interest in and to that certain roadway known as Stroup Road.

PORTION OF TMS# R700 038 000 051A 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Beaufort County, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this __day of _____, in the year of our Lord Two Thousand Twenty.

Signed, sealed and delivered in the presence of:

WITNESSED BY:

GRANTOR:

(2) _____
(WITNESS #1)

(1) _____
Ethel Cureton

(3) _____
(WITNESS #2)

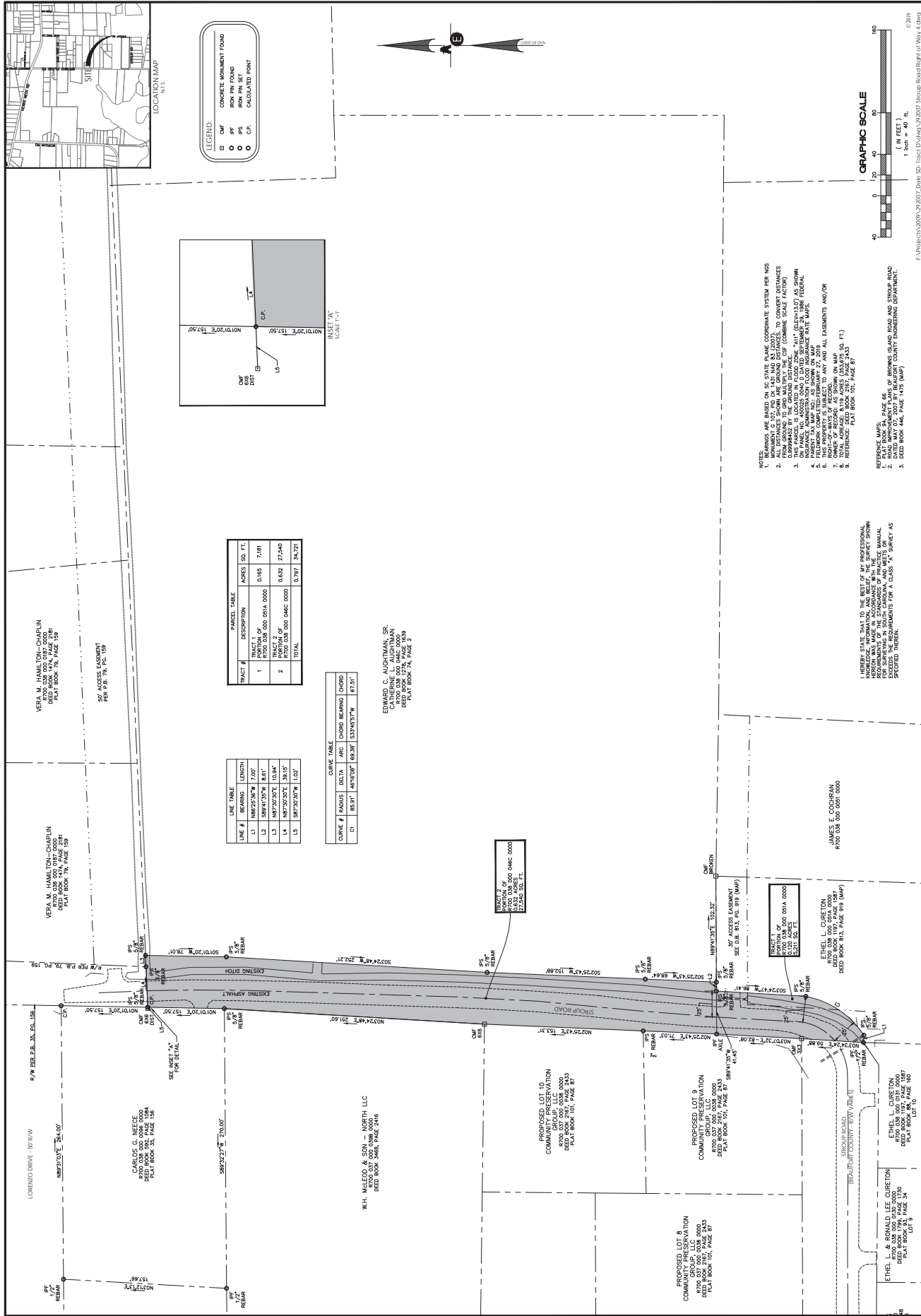
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) ACKNOWLEDGEMENT

I, _____, Notary Public, do hereby certify _____, AS _____ for ETHEL CURETON personally appeared before me this day and acknowledged the due execution of the foregoing Quit Claim Deed.

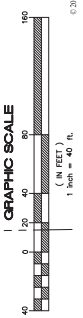
Sworn to and subscribed before me this __ day of _____, 2020.

Notary Public for:
My Commission Expires:

Exhibit A



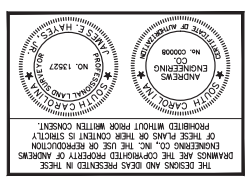
- NOTES:**
- MONUMENTS ARE BASED ON THE 1983 PLUMBING COORDINATE SYSTEM PER NCS 1. MONUMENT G 1072, RD. 04 14.32 NAD 83 (2011).
 - IRONS FOUND IN THIS SURVEY ARE NOT TO BE USED FOR ANY OTHER PURPOSES FROM GRANTED TO GRANT. MULTIPLY THE 1/32" (CONCRETE SCALE FACTOR).
 - THIS PARCEL IS LOCATED IN FLOOD ZONE "A1" (ELEV=13.07) AS SHOWN INSURANCE. YOU SHOULD OBTAIN FLOOD INSURANCE BEFORE YOU MAKE ANY IMPROVEMENTS TO THIS PARCEL.
 - PLUMBING COMPANIES ARE ADVISED TO ANY AND ALL EXISTING AND/OR NEW UTILITIES BEFORE ANY CONSTRUCTION.
 - TOTAL AREA: 1.000 SQ. FT. (0.02473 AC. 0.00071 HA).
 - REFERENCE: PLAT BOOK 101, PAGE 87.
- REFERENCE MAPS:**
- PLAT BOOK 34, PAGE 66
 - PLAT BOOK 331, PAGE 34
 - DEED BOOK 446, PAGE 145 (MAP)



F:\Projects\2019\292007_Drive_S1_Plot_Div\09_29_2017_Strip Road Right of Way 4.dwg
© 2019

PLAN REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |



Andrews Engineering & Surveying

2712 Bull Street Suite A
Beaufort, NC 28520
843.379.2222
Fax 843.379.2223

RIGHT-OF-WAY ACQUISITION SURVEY
Prepared for
BEAUFORT COUNTY

STROUP ROAD
BEAUFORT COUNTY
SOUTH CAROLINA

Date Drawn: 02/28/19
Last Revised: 07/17/19
Drawn By: BC
Surveyor: J. Hayes

SHEET #:
1

JOB: **292007**

STATE OF SOUTH CAROLINA)
)
CONSIDERATION
COUNTY OF BEAUFORT)

AFFIDAVIT OF TRUE
and Exemption for Existing Encumbrance

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

1. I have read the information on this affidavit and I understand such information to be true and complete to the best of my knowledge and belief. In accordance with Sect. 12-24-70, I am the responsible person connected with this transaction.

2. Description/location of property being transferred is: _____
_____ Tax District/Map/Parcel # R ___ - ___ - ___ - ___ - ___.

This property was transferred by _____
to _____,

3. The Deed is:

- a) ___ **subject** to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth; or, is subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity, and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- b) ___ **exempt** from the Deed Recording Fee under 12-24-40 subsection _____, SC Code.

4. Check one of the following if 3(a), above has been checked:

- a) ___ The Recording Fee is computed on the consideration paid or to be paid in money or money's worth in the amt of \$ _____.
- b) ___ Fee is computed on the fair market value of the realty, which is \$ _____.
- c) ___ The Fee is computed on the fair market value of the realty as established for property tax purposes, which is: \$ _____.

5. **EXEMPTION FOR EXISTING ENCUMBRANCE:** A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. The amount of the outstanding balance of this Lien or encumbrance is: \$ _____.

The Deed Recording Fee is computed as follows:

- a) Amount listed in item 4, above: \$ _____
- b) Amount listed in this item 5, above: _____
- c) Subtract Line 5.(a) from line 5.(b): \$ _____

The Deed Recording Fees due, which are calculated against the net amount listed on Line

4. (), above is: \$ _____ **or 5.(c)**, above is: \$ _____

Signature of Responsible Person Connected with Transaction: _____

Printed/Typed Name and Capacity/Title of Responsible Person:

SWORN to before me this ___ day of _____, 20__.

Signed: _____

NOTARY PUBLIC for _____

My Commission Expires: _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF A PORTION OF LAND ASSOCIATED WITH PAVIG OF DAVID GREEN ROAD LOCATED ON ST. HELENA ISLAND

Council Committee:

Public Facilities Committee

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

David Green Road (~0.46 Miles) located in district 3 is a dirt road the County has maintained for over 30 years and is scheduled for year 2 of the 2019/2020 road paving/improvement program approved by Resolution 2019/24. After multiple attempts of correspondence for ROW, the County acquired 17 out of 19 requests. One of the two remaining parcels, parcel R300 021 000 0013 0000 is interest only and does not require ROW acquisition or condemnation. Requested ROW for Parcel R300 021 000 0068 0000 (0.006AC,240 SF) was not acquired and condemnation is needed to complete the acquisition process. Councilman Glover has been involved with the acquisition process and recommends action be brought before County Council.

Points to Consider:

Staff has followed the current process to acquire deeds for right of way. Initial ROW efforts began with the previous ROW Manager in August 2014 and resumed with the current ROW Manager in November 2018. Efforts include field survey, researching ownership, preparing letters and deeds, verbal communication, and providing time for owner consideration, discussion and response. The County must have a deeded 50-foot right of way before the road can be included in a dirt road paving contract and has the aforementioned property remaining.

Funding & Liability Factors:

Condemnation expenses range from \$6,000-\$15,000 and fall under TAG funds -2342001T.

Council Options:

Approve or disapprove Condemnation of parcel R300 021 000 0068 0000 (0.006AC,240 SF)

Recommendation:

Approve Condemnation of parcel R300 021 000 0068 0000 (0.006AC,240 SF)

RESOLUTION NO. 2020/

**A RESOLUTION AUTHORIZING THE COUNTY
ADMINISTRATOR TO PURSUE CONDEMNATION OF A
PORTION OF LAND TO COMPLETE RIGHT OF WAY
OWNERSHIP ASSOCIATED WITH THE DIRT ROAD PAVING OF
DAVID GREEN ROAD LOCATED ON ST. HELENA ISLAND**

WHEREAS, Beaufort County Right of Way staff has been working with property owners in the David Green Road community to establish a 50' Right on Way on this historically maintained dirt road; and

WHEREAS, David Green Road property owners have voluntarily donated 17 out of 19 Right of Way Deeds requested to complete a 50' Right of Way necessary for road improvement of David Green Road; and

WHEREAS, the subject road has been maintained by Beaufort County for over 30 years and has been included the 2019/2020 County Transportation Committee Road Paving Plan approved by County Council in Resolution 2019/24; and

WHEREAS, staff has made diligent efforts for voluntary donation of the remaining ROW deeds identified as Parcel R300 021 000 0068 0000 (0.006AC, 240 SF) and parcel R300 021 000 0013 0000 which consist of interest only and does not require further action; and

WHEREAS, despite the diligent efforts of staff, members of the community and district representatives; the owner of parcel R300 021 000 0068 000 has not agreed to grant the necessary ROW deed needed to complete County ownership of the 50' ROW necessary for road improvement; and

WHEREAS, condemnation of the aforementioned property will benefit the County by perfecting Right of Way on a County maintained "legacy" road and allow for the subject road to be included in the dirt road paving program; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to pursue condemnation of the portion of the above referenced property to complete the Right of Way ownership process necessary for the road paving program.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County

Council hereby authorizes the County Administrator to pursue condemnation of the remaining parcel of David Green Road identified as R300 021 000 0068 0000 (0.006AC,240 SF) located on St. Helena Island.

ADOPTED this _____ day of _____, 2020.

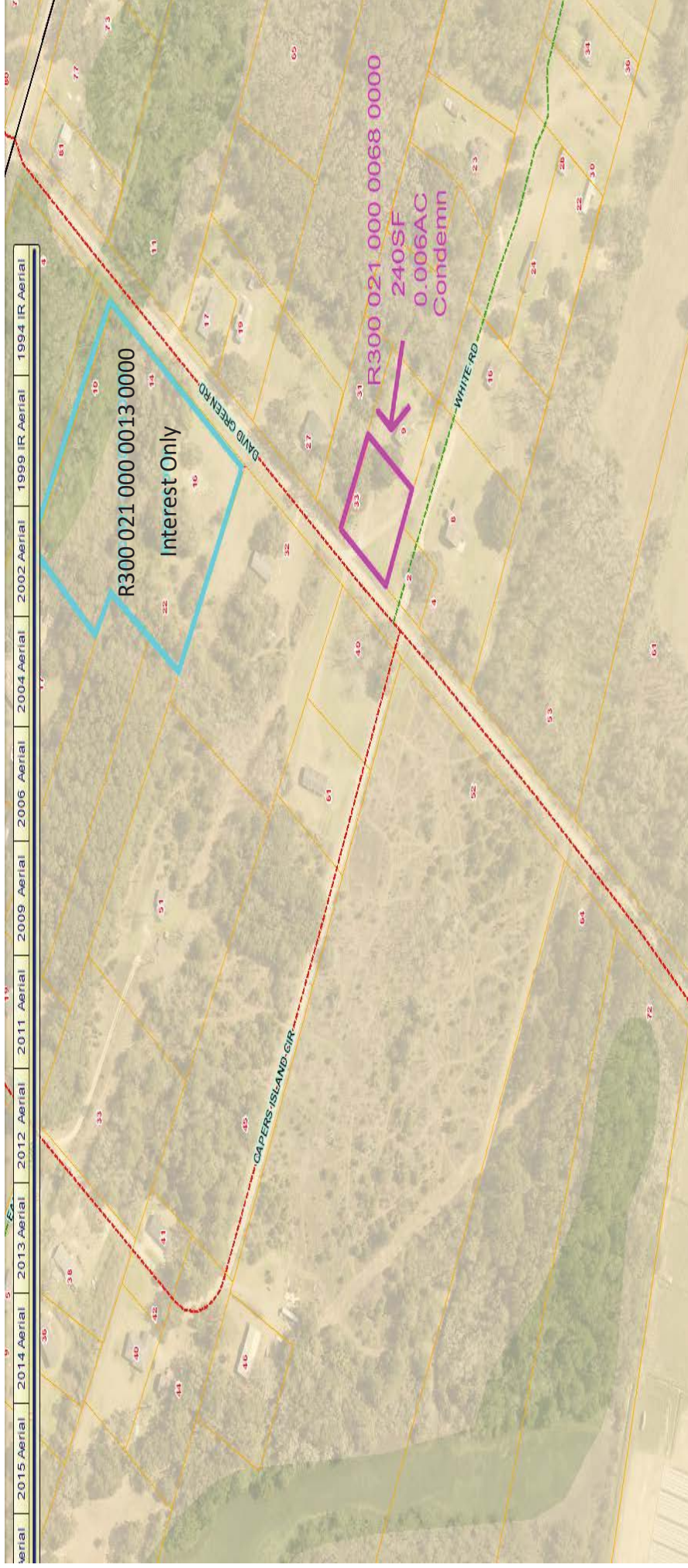
COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

David Green Road Condemnation Map



RESOLUTION 2019 / 24

WHEREAS, the improvement of County owned dirt roads enhances the quality of life for County residents; and


WHEREAS, improvements to these dirt roads provide better all-weather performance and reduces annual maintenance costs of those roads; and

WHEREAS, the program priorities are based upon objective criteria to provide the best use of the limited funds established for this purpose; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council establishes a prioritized 5 Year Dirt Road paving program:

Adopted this 10th day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 

Stuart Rodman, Chairman

Attest:



Clerk to Council



COUNTY COUNCIL OF BEAUFORT COUNTY
Right of Way
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2694 Fax (843) 255-9436

Do Not Discard; Response Required

January 16, 2019

DONNA EDMISTEN
348 SEMS RD
GASTON, SC29053

Re: David Green Road TMS # R300 021 000 0068 0000

Dear Sir/Madam:

Property owners of the referenced road have petitioned Beaufort County to accept the road for Right of Way Deeds and Drainage Easements necessary for road improvements. Although the County currently maintains the dirt road, improvements such as paving require all abutting property owners along the road to grant a 50' Right of Way. Please review the attached documents and follow the instructions for execution on the next page. Please use the self-addressed return envelope to return the executed documents. If you have questions or need the documents notarized, please contact Patty Wilson at 843-255-2694 or email pwilson@bcgov.net. Thank you for your assistance in this matter.

Sincerely,

Patty Wilson
Right of Way Manager
Beaufort County

Attachments: Right of Way Deed
Drainage Easement (Only included if needed)

EXECUTION INSTRUCTIONS

Please use the following numbers as a guide for execution. You will need both an unofficial witness and a Notary Public present at execution. These individuals may not be relatives of the person signing.

- 1) Signature of **DONNA EDMISTEN**
- 2) Signature of 1st Witness
- 3) Signature of Notary/2nd Witness (do not affix seal on this line)
- 4) Signature of Notary (show expiration date of commission)

NOTE: When a document is signed out of the state of South Carolina, please have the Notary Public indicate the state and county in which the document is executed and witnessed along with their notary's seal and stamp where applicable.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

Project: David Green Road Right-of-Way Acquisition

WHEREAS, DONNA EDMISTEN is the owner of that certain parcel shown and designated on the Beaufort County Tax Map as **R300 021 000 0068 0000**; and

WHEREAS, said parcel abuts and/or is traversed by an unpaved road known as David Green Road; and

WHEREAS, Beaufort County wishes to establish a 50'-wide David Green Road right-of-way; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, THAT I, DONNA EDMISTEN (Grantor), for and in consideration of the sum of **Ten and No/100 (\$10.00) Dollars**, to me in hand paid at and before the sealing of these presents by **Beaufort County**, Post Office Drawer 1228, Beaufort, South Carolina 29901-1228, the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **Beaufort County**, its successors and assigns forever, all my right, title and interest in and to the following described real property, to wit:

All that certain piece, parcel or strip of land, situate, lying and being on St. Helena Island, Beaufort County, South Carolina, consisting of 0.006 acres (240 sq.ft.) and being a portion of Grantor's property (R300 021 000 0068 0000) located on David Green Road. Said strip of land is shown in Exhibit "A" attached hereto.

And

All my interest in and to that certain roadway known as David Green Road.

PORTION OF TMS# R300 021 000 0068 0000

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Beaufort County**, its successors and assigns forever.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
Witness #1

(1) _____
DONNA EDMISTEN

(3) _____
Witness #2 (Notary Public May Sign)

STATE OF _____)

_____)

COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that DONNA EDMISTEN personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

(4) _____

Notary Public For _____

My commission expires: _____

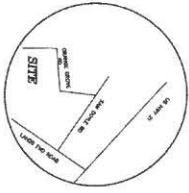


Exhibit "A"



CERTIFICATION:
 I, JAMES A. KHALIL, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.



CHRISTENSEN ~ KHALIL SURVEYORS, INC.
 1234 PROFFER DRIVE, BEAUFORT, S.C. 29516
 252.733.1234
 www.christensenkhalil.com

PLAT SHOWING
 PROPOSED
 RIGHT OF WAY ACQUISITION
 FOR
 PREPARED FOR
 DAVID GREEN ROAD
 COUNTY COURTHOUSE AND BEAUFORT COUNTY
 ENGINEERING AND INFRASTRUCTURE DIVISION
 BEAUFORT COUNTY, SOUTH CAROLINA
 DATED: NOV. 19, 2013
 SCALE: 1"=50'





COUNTY COUNCIL OF BEAUFORT COUNTY

Right of

P.O. Drawer 1228

Beaufort, South Carolina 29901

Voice (843) 255-2694 Fax (843) 255-2940

Do Not Discard; Response Required

May 14, 2019

DONNA EDMISTEN

348 SEMS RD

GASTON, SC 29053

Re: David Green Road TMS # R300 021 000 0068 0000

Dear Sir/Madam:

We previously corresponded with you concerning acquisition of Right of Way associated with parcel R300 021 000 0068 0000 off of David Green Road. We have received the signed return receipt, but have not received a response as of the date of this letter.

As mentioned in the original letter, it is our desire to acquire Rights of Way and Drainage Easements required to improve David Green road. Although the dirt road is maintained by the County, improvements such as paving require all abutting property owners along the road to grant a 50' Right of Way. Improvements to David Green road will benefit you as the property owner and the owners of surrounding residences as well.

We would like to ask you once again to sign the enclosed Right of Way Deed in the presence of a notary and return it to us in the stamped self-addressed envelope provided.

If we do not receive a reply to this letter within 30 days, we will refer this matter to the Beaufort County Legal Department to evaluate the possibility of legal proceedings in order to obtain the Right of Way associated with David Green Road.

Again, it is Beaufort County's desire to keep this process simple and straightforward for all the landowners abutting the referenced road. If you have any questions or require assistance notarizing documents, please contact Patty Wilson at 843-255-2694 or email pwilson@bcgov.net.

Respectfully,

Patty Wilson

Right of Way Manager

Beaufort County

Attachments: Right of Way Deed & Exhibit A

EXECUTION INSTRUCTIONS

Please use the following numbers as a guide for execution. You will need both an unofficial witness and a Notary Public present at execution. These individuals may not be relatives of the person signing.

- 1) Signature of DONNA EDMISTEN
- 2) Signature of 1st Witness
- 3) Signature of Notary/2nd Witness (do not affix seal on this line)
- 4) Signature of Notary (show expiration date of commission)

NOTE: When a document is signed out of the state of South Carolina, please have the Notary Public indicate the state and county in which the document is executed and witnessed along with their notary's seal and stamp where applicable.

WITNESS the hand and seal of the Grantor this _____ day of _____, 20__.

WITNESSED BY:

GRANTOR

(2) _____
Witness #1

(1) _____
DONNA EDMISTEN

(3) _____
Witness #2 (Notary Public May Sign)

STATE OF _____)

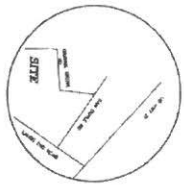
COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that DONNA EDMISTEN personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20__.

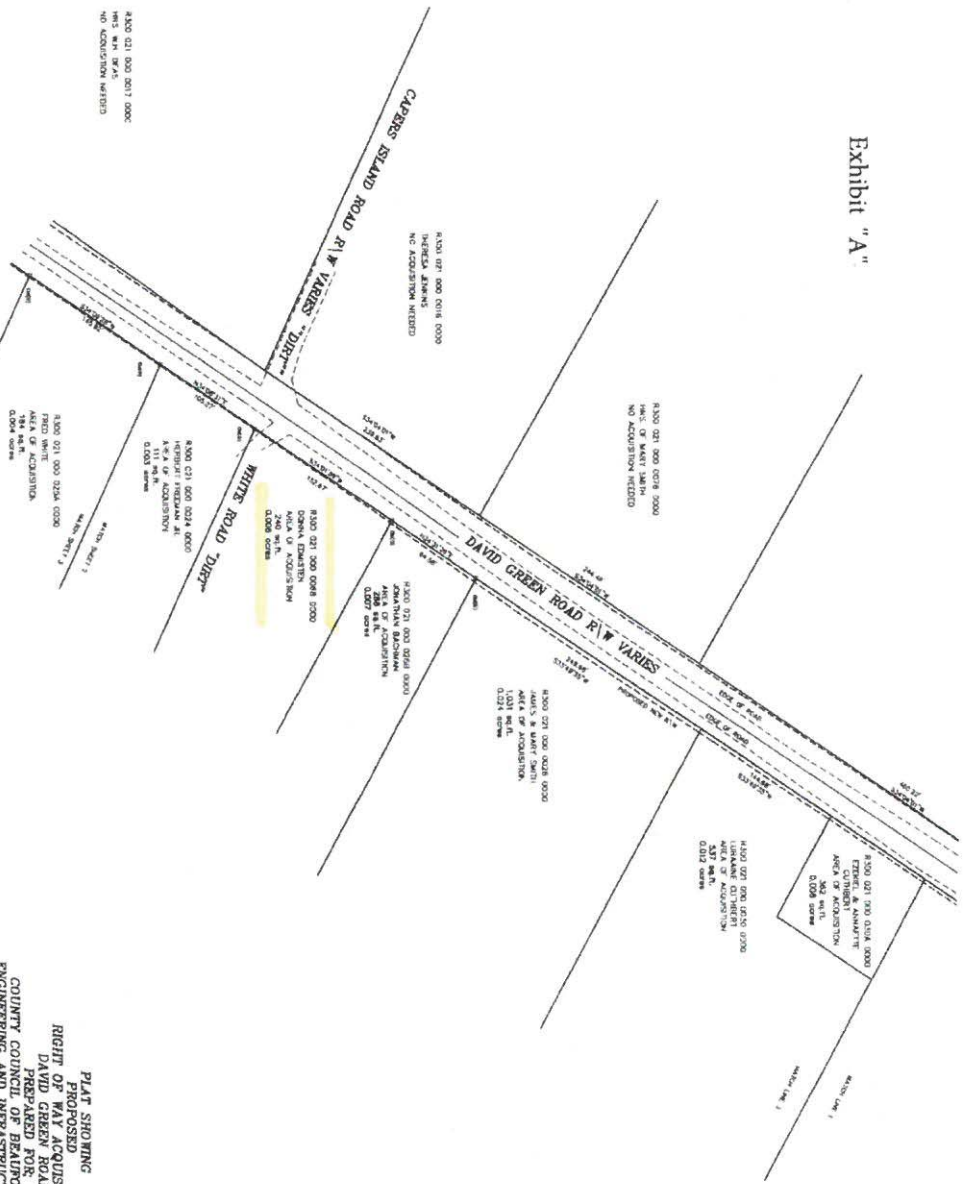
(4) _____
Notary Public For _____

My commission expires: _____



LOCATION MAP (Not To Scale)

Exhibit "A"



CERTIFICATION:
 I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT I AM THE AUTHOR OF THE FOREGOING SURVEY AND THAT I AM A MEMBER IN GOOD STANDING OF THE NORTH CAROLINA SURVEYORS ASSOCIATION. I HAVE NOT BEEN CONVICTED OF ANY CRIMINAL OFFENSE THAT WOULD DISQUALIFY ME FROM EXERCISING THE FUNCTIONS OF A SURVEYOR. I HAVE NOT BEEN CONVICTED OF ANY CRIMINAL OFFENSE THAT WOULD DISQUALIFY ME FROM EXERCISING THE FUNCTIONS OF A SURVEYOR. I HAVE NOT BEEN CONVICTED OF ANY CRIMINAL OFFENSE THAT WOULD DISQUALIFY ME FROM EXERCISING THE FUNCTIONS OF A SURVEYOR.



CHRISTENSEN ~ KHALIL SURVEYORS, INC.
 1000 SOUTHWEST CORNER, SUITE 200
 1000 SOUTHWEST CORNER, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28202



PLAY SHOWING
 PROPOSED
 RIGHT OF WAY ACQUISITION
 DAVID GREEN ROAD
 PREPARED FOR
 COUNTY COUNCIL OF BAUPORT COUNTY
 ENGINEERING AND INFRASTRUCTURE DIVISION
 BAUPORT COUNTY, SOUTH CAROLINA
 DATED: NOV 19, 2013
 SCALE: 1"=50'



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Amended and Restated Stormwater Management and Utility Intergovernmental Agreement (IGA) between Beaufort County and the City of Beaufort

Council Committee:

Public Facilities Committee

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

Neil Desai, Public Works Director

Issues for Consideration:

N/A

Points to Consider:

This amended IGA was requested by the City, as they are proposing to do a bond issue and part of the process for a bond requires an agreement with funding sources (billing and collections for the life of the bond). The Stormwater Management Utility (SWMU) Board approved the recommendation to extend it out 25 years without any significant changes to the intent the agreement during the 10/10/2018 meeting. The IGA draft was provided to the SWMU Board in the 2/12/2020 packet and during the meeting were informed there were no significant changes from the previous IGA and that the term is for a period of twenty (20) years. No concerns were expressed about the draft of the Amended and Restated IGA with City of Beaufort.

Funding & Liability Factors:

N/A

Council Options:

To continue with the current IGA or to approve the amended IGA.

Recommendation:

To approve the amended Stormwater Management and Utility IGA between Beaufort County and the City of Beaufort.

ORDINANCE NO. __

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NEW STORMWATER MANAGEMENT AND UTILITY INTERGOVERNMENTAL AGREEMENT; AND OTHER MATTERS RELATING THERETO.

The County Council of Beaufort County (the “*Council*”), the governing body of the Beaufort County, South Carolina (the “*County*”), has made the following findings of fact:

WHEREAS, the County a political subdivision 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.

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administration division of the County.

WHEREAS, the County has previously entered into that certain “Stormwater Management and Utility Intergovernmental Agreement” dated November 16, 2016 (the “*Original IGA*”) with the City of Beaufort, South Carolina (the “*City*”).

WHEREAS, the City and the County have negotiated an “Amended and Restated Stormwater Management and Utility Intergovernmental Agreement” (the “*Agreement*”), the provisions of which amend and restate the Original IGA in its entirety, in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Approval of the Agreement

A. The Council has reviewed the Agreement, the form of which is attached to this Ordinance as Exhibit A.

B. The Council approves of and authorizes the execution and delivery of the Agreement. The Agreement shall be executed and delivered on behalf of the County by the County Administrator, with such changes as the Administrator may deem necessary or helpful. Upon such execution, the Council shall be timely informed of the execution of the Agreement. The consummation of the transactions and undertakings described in the Agreement, and such additional transactions and undertakings as may be determined by the County Administrator in consultation with the Council to be necessary or advisable in connection therewith, are hereby

approved.

Section 3 Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Agreement, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as she shall deem necessary or advisable. Any actions previously undertaken by the County Administrator, Council or County staff in connection with the execution and delivery of the Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 4 Severability

If any one or more of the provisions this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 5 Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 6 Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 7 Effect

This Ordinance shall be enacted upon approval following third reading by the Council.

[Remainder of Page Intentionally Left Blank]

ADOPTED this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Chronology:

First Reading: _____, 2020
Second Reading _____, 2020
Public Hearing _____, 2020
Third and Final Reading _____, 2020

EXHIBIT A
FORM OF AGREEMENT

AN AMENDED AND RESTATED STORMWATER MANAGEMENT AND UTILITY

INTERGOVERNMENTAL AGREEMENT

BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND

THE CITY OF BEAUFORT, SOUTH CAROLINA

DATED: _____, 2020

TABLE OF CONTENTS

ARTICLE 1 - TITLE AND PURPOSE 1
 1.00 Title..... 1
 1.01 Purpose 1
 1.02 References to County Ordinances..... 2

ARTICLE 2 - DEFINITIONS 2
 2.00 Definitions 2
 2.01 2015 Utility Rate Study 2
 2.02 Agreement 3
 2.03 Beaufort County Stormwater Implementation Committee 3
 2.04 City..... 3
 2.05 Chapter 99 3
 2.06 County. 3
 2.07 County Stormwater Management Implementation Guide..... 3
 2.08 GIS 3
 2.09 NPDES. 3
 2.10 Public Stormwater..... 4
 2.11 State 4
 2.12 Stormwater Infrastructure..... 4
 2.13 Stormwater Utility User Fees..... 4
 2.14 Stormwater Management..... 5
 2.15 Stormwater Management Plan 6
 2.16 Stormwater Utility 6

ARTICLE 3 - TERM OF THIS AGREEMENT 6
 3.00 Term of This Agreement 6
 3.01 Initial Term of this Agreement..... 6
 3.02 Periodic Review of this Agreement 7
 3.03 Extension of this Agreement 7
 3.04 Termination of this Agreement 7
 3.05 Bonds Affected on Termination..... 7
 3.06 Effect of Termination 7
 3.07 Conveyance of Assets..... 8
 3.08 Rebate of User Fees 8

ARTICLE 4 - FINANCE AND FUNDING 8
 4.00 Financial and Funding Relationship 8
 4.01 Use of Revenue 8
 4.02 Further Agreements Authorized..... 11
 4.03 Cost of Services 11
 4.04 Setting of Stormwater Utility User Fee Rate (per Account, IA, GA, and SFU’s) 11
 4.05 Plan Review and Site Inspection..... 11

| | |
|--|----|
| 4.06 Coordination of Services | 12 |
| ARTICLE 5 - ADMINISTRATION OF STORMWATER UTILITY | 12 |
| 5.00 Stormwater Utility | 12 |
| 5.01 Stormwater Management Plan | 12 |
| 5.02 Relationship of Plan to Agreement | 12 |
| 5.03 Stormwater Utility User Fees..... | 12 |
| 5.04 County Responsibilities..... | 12 |
| 5.05 Delivery of Services | 15 |
| 5.06 Coordination with Other Jurisdictions..... | 15 |
| 5.07 Qualifications and Extents of Service | 16 |
| 5.08 Fee Credits..... | 16 |
| 5.09 Easements..... | 16 |
| 5.10 Conflicts | 16 |
| ARTICLE 6- STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS | 16 |
| 6.00 Applicable Standards..... | 16 |
| 6.01 State or Federal Laws or Regulations..... | 17 |
| 6.02 Regulatory Obligations of the County and City..... | 17 |
| 6.03 Plan Review and Site Inspection..... | 17 |
| ARTICLE 7- NPDES MS4 PHASE II PERMIT COMPLIANCE..... | 18 |
| 7.00 NPDES Compliance | 18 |
| 7.01 Roles and Responsibilities..... | 18 |
| 7.02 Coordination of Activities..... | 18 |
| 7.03 Annual Reporting..... | 18 |
| 7.04 Permit Related Costs..... | 19 |
| ARTICLE 8- DATA ACQUISITION AND MANAGEMENT | 19 |
| 8.00 Roles and Responsibilities..... | 19 |
| 8.01 Cost Sharing | 19 |
| 8.02 Data Sharing..... | 19 |
| 8.03 Data Types..... | 19 |
| ARTICLE 9- OTHER AGREEMENTS | 20 |
| 9.00 Scope and Cost Sharing..... | 20 |
| 9.01 Agreement Recommendations | 20 |
| 9.02 Agreement Approvals..... | 20 |
| 9.03 Funds Distribution | 20 |
| ARTICLE 10- MISCELLANEOUS..... | 20 |
| 10.00 Provisions Applicable to This Agreement | 20 |
| 10.01 Binding Effect | 20 |
| 10.02 Amendment, Changes and Modifications | 21 |

| | |
|--|----|
| 10.03 Severability..... | 21 |
| 10.04 Execution in Counterparts..... | 21 |
| 10.05 Applicable Law..... | 21 |
| 10.06 Captions..... | 21 |
| 10.07 Plural/Singular..... | 21 |
| 10.08 No Third-Party Beneficiaries..... | 21 |
| 10.09 Notices..... | 22 |
| 10.10 No Waiver..... | 22 |
| 10.11 Further Assurances and Corrective Documents..... | 22 |

WHEREAS, this Amended and Restated Stormwater Management and Utility Intergovernmental Agreement Between Beaufort County, South Carolina, and the City of Beaufort, South Carolina is made on this __day of _____, 2020, by and between Beaufort County, South Carolina, and the City of Beaufort, South Carolina, for the purpose of establishing the terms and conditions of the participation by the City in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the City of Beaufort, South Carolina, shall be known as the “Stormwater Management and Utility Intergovernmental Agreement Between Beaufort County, South Carolina, and the City of Beaufort, South Carolina” (this “Agreement”). This Agreement is intended to amend and restate any prior agreements between the parties regarding the stormwater in the County, specifically including that certain agreement entitled “A Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina and the City of Beaufort, South Carolina” dated September 21, 2001, as amended on January 26, 2004, November 11, 2016 and any subsequent amendments.

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the City with respect to the establishment, administration and operation of the Stormwater Utility (as defined in Article 2 below), which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;

- (c) Acquisition of existing stormwater infrastructure;
- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,
- (h) Enhancement of water quality.

1.02 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 (as may be amended from time to time) regarding the establishment of a Stormwater Utility, which is codified at Chapter 99 of the County's Code of Ordinances. The Beaufort County Stormwater Implementation Committee ("SWIC") will review this Agreement for any needed revisions upon future amendments to Chapter 99. Amendments to Chapter 99 shall become binding to this Agreement upon SWIC review and duly authorized revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of Chapter 99 and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 *Definitions:* When used in this Agreement words with initial capitals shall have the meanings set forth in this Article 2 and as otherwise defined herein.

2.01 *2015 Utility Rate Study:* The study was conducted by the County and City which was adopted by County Council on August 24, 2015 and submitted by the study consultant to the City on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in

compliance with provisions of S. C. Code Ann. §48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.02 *Agreement:* This Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina, and the City of Beaufort, South Carolina.

2.03 *Beaufort County Stormwater Implementation Committee (SWIC):* The SWIC shall consist of a technical staff member from each of the following jurisdictions: Unincorporated Beaufort County; Town of Hilton Head Island; Town of Bluffton; Town of Port Royal; and City of Beaufort.

2.04 *City:* City of Beaufort, South Carolina.

2.05 *Chapter 99:* Chapter 99 – “Stormwater Management” of the County’s Code of Ordinances.

2.06 *County:* Beaufort County, South Carolina.

2.07 *County Stormwater Management Implementation Guide:* The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the County Stormwater Management Implementation Guide dated February 20, 2006. In 2016, the County and the City entered into an agreement to update the “County Stormwater Management Implementation Guide”. Future amendments of the County Stormwater Management Implementation Guide shall be incorporated by reference once agreed upon by the SWIC. The County Stormwater Management Implementation Guide constitutes a “Stormwater Management Plan” as such term is used in Section 2.15 hereinbelow.

2.08 *GIS:* The County’s geographic information system.

2.09 *NPDES*: The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.10 *Public Stormwater*: Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.11 *State*: State of South Carolina

2.12 *Stormwater Infrastructure*: Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry Public Stormwater.

2.13 *Stormwater Utility User Fees*: Stormwater Utility User Fees shall mean the service fee imposed pursuant to this Agreement for the purpose of funding costs related to Public Stormwater programs, services, systems, and facilities. Stormwater Utility User Fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an Administrative Fee, depending on the

applicable utility rate structure, pursuant to the provisions of Chapter 99. The Stormwater Utility User Fees include and consist of the following sub-fees:

(A) *Administrative Fee*: Per “Option C or E” of the 2015 Utility Rate Study, the Administrative Fee is a fixed cost per billable account and includes costs to the utility not directly applicable to the improvements of the property, such as administrative costs, public education and outreach, and water quality monitoring. For “Option C or E” rate structures, the Administrative Fee is determined per Section 4.01 of this Agreement.

(B) *Countywide Infrastructure Fee (CWI)*: Per the 2015 Utility Rate Study, the Countywide Infrastructure Fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to the City for the operation and maintenance cost of the county owned infrastructure described in Section 5.07, collected and paid directly to the County.

(C) *Gross Area Fee (GA)*: Per “Option C or E” of the 2015 Utility Rate Study, the Gross Area Fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

(D) *Impervious Area Fee (IA)*: Per “Option C or E” of the 2015 Utility Rate Study, the Impervious Area Fee is based on impervious area measurements calculated in the same manner as the SFU.

(E) *Single Family Unit Rate (SFU)*: Per “Option A” of the 2015 Utility Rate Study, the SFU shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within the County. The representative value will be 4,906 square feet.

2.14 *Stormwater Management:* Control of storm and surface water, erosion, Public Stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan:* The plan or plans, which includes the County Stormwater Management Implementation Guide defined in Section 2.07 above, developed by the County and City that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other governmental bodies; and for administering and managing Stormwater Management throughout the County.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of twenty (20) years, commencing on the date the Agreement is signed by both the City and the County, whichever comes last.

3.02 *Periodic Review of this Agreement:* The SWIC shall conduct periodic review of this Agreement to ensure that it remains current with the state-of-the-art Stormwater Management practices applicable to coastal areas and shall provide recommendations for updates to decrement, if necessary.

3.03 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial twenty (20) year term set forth in Section 3.01 above.

3.04 *Termination of this Agreement:* Except as provided in Section 3.05 below, this Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Indebtedness Affected on Termination:* In the event the City has outstanding any indebtedness either (i) secured by revenues received under this Agreement, or (ii) payable from revenues received under this Agreement, this Agreement may not be terminated without the written approval of the City.

3.06 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including

but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the City, shall immediately end.

3.07 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the City all of its right, title and interest in any Stormwater Infrastructure, including any Public Stormwater easements, within the municipal limits of the City. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise described in Section 5.07) within the limits of the City.

3.08 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the City any collected but unspent or unobligated Stormwater Utility User Fees collected from within the City limits.

ARTICLE 4 – FINANCE AND FUNDING

4.00 *Financial and Funding Relationship:* The City shall provide the County with its Stormwater Utility User Fee rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the City Manager. In the event the City fails to timely submit the required letter in accordance with Article 4 of this Agreement, the rate used by the City for the previous year shall apply. The City shall also provide to the County an annual report of its Public Stormwater fee expenditures from the previous fiscal year. For each year that this Agreement is in effect, a report shall be prepared and delivered by the City to the County by the later of (i) January 15, or (ii) as soon as the previous fiscal year's financial records are complete.

4.01 *Use of Revenue:* In accordance with the provisions of S.C. Code Ann. §48-14-

120(C) (Supp. 2010), and S.C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the City, less the Administrative Fee, shall be returned to the City. The Administrative Fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a per account charge or a charge per SFU, depending on the applicable utility rate structure. The Stormwater Utility shall define its administrative costs each year during the annual budget process. The SWIC shall conduct annual reviews of the Stormwater Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per account or SFU and the SWIC and Stormwater Utility shall provide the City an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the City by February 15 of each calendar year. The City shall provide a written recommendation of acceptance to the Stormwater Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual Administrative Fee to be calculated per City-account or SFU, and included in each entity's annual budget.

(a) The Administrative Fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.

(b) The City shall use Stormwater Utility User Fees to provide Stormwater Management within the City, including, but not limited to:

(i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and

covenants of the bonds allow, or for repayment to the City for general fund or other funds spent by the City to fund Stormwater Management activities;

(ii) Acquisition of Stormwater Infrastructure. Certain Stormwater Infrastructure in the City, which includes any easements or other interests in real property, shall be held in the name of the City;

(iii) Maintenance of Stormwater Infrastructure by the City and its contractor(s) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility shall be negotiated and approved by the County and the City, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; the City shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the City on any services provided by the Stormwater Utility;

(iv) Plan review and site inspections related to compliance with Public Stormwater ordinances and standards for development within the City as set forth in Articles 4.05, 4.06 and 4.07 below;

(v) NPDES Phase II permit compliance;

(vi) Payment of bond indebtedness or repayment of funds borrowed from the general fund or any other fund for the purpose of funding Stormwater Management projects or activities; and

(vii) Any other services related or attendant to Stormwater Management.

(c) The City shall be authorized to revise or amend and/or increase Stormwater Utility User Fees as necessary in order to comply with covenants, promises and other provisions related to any indebtedness secured by or payable from the Stormwater Utility User Fees.

(d) Nothing in this Agreement shall be construed to require the County to become obligated on any of the City's indebtedness and under no circumstances shall the County be liable to the City or responsible in any way for the payment or securing of the City's debt.

4.02 *Further Agreements Authorized:* The City and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entity's annual budget and must be authorized by the respective governing bodies of the City and County.

4.03 *Cost of Services:* If the City chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.04 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The City shall be responsible each year for setting the Stormwater Utility User Fee rates to be assessed on parcels within the City. The Stormwater Utility User Fee rate shall be set in accordance with the 2015 Utility Rate Study, Chapter 99 and S.C. Code Ann. §48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.05 *Plan Review and Site Inspection:* For all activities that constitute development within City limits, the City will provide review of plans and site inspections to ensure compliance with

applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.06 *Coordination of Services:* The City shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management services, including services provided by the County within the City, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future planned unit developments within the City, and advising the County on site-specific conditions within the City.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.01 *Stormwater Management Plan:* The County and City shall have the responsibility to develop and maintain a Stormwater Management Plan. The County and the City have developed and implemented the County Stormwater Management Implementation Guide as a Stormwater Management Plan and subject document shall be administered by SWIC.

5.02 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the SWIC shall incorporate the obligations of the County and City under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.03 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel-based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this

Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the County Stormwater Management Implementation Guide as allowed by law.

5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

(a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the City limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. §48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees; the County shall distribute the City's Stormwater Utility User Fees less the Administrative Fee, in the same manner as *ad valorem* property taxes are distributed for each year this Agreement is in effect;

(b) *Provision of Services:* Provision of the services required under this Agreement.

(c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;

(d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of Public Stormwater

data, implementation of the County Stormwater Management Implementation Guide, acquisition of easements, coordination with other agencies, reporting to the SWIC or other required entities;

(e) *Accounting:* Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the City with an itemized annual accounting of all Stormwater Utility User Fees within the City limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative Fee retained by the County; total fees in arrears, on a per parcel basis and including the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel-based and provided to the City annually prior to each February 1st throughout the term of this Agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Stormwater Utility. Either the City or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance:* At the direction and approval of the City, provide for the operation and maintenance of Stormwater Infrastructure within the City; and,

(g) *Cooperation on Issue of Debt.* The County covenants and agrees that it will cooperate with the City in the issuance of any bonds or other obligations proposed to be issued by the City that are governed by or payable from revenues derived under this Agreement. In connection therewith, the County shall comply with all reasonable requirements of the City and will, upon request:

1. Make available information about the County, the Stormwater Utility and the Stormwater Infrastructure;
2. Consent to publication and distribution of financial information;
3. Certify that certain general and financial information provided by it is accurate, does not contain an untrue statement of a material fact and does not omit to state a fact necessary in order to make the statements in that information in light of the circumstances under which they were made, not misleading;
4. Provide reasonable certifications and closing documents;
5. Provide opinions of counsel as to the validity of its actions taken with respect to the binding effect of this Agreement, its ability to own and operate the Stormwater Utility, pending or threatened litigation which could affect performance hereunder and other personally requested opinions; and
6. Such other reasonable information documents and certifications as the City may request.

5.05 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the City Manager or his designee, via a job order process as agreed to by the City and County. All delivery of Public Stormwater services by the County upon parcels within the City

limits shall be approved in writing by the City before any work is performed or any funds may be returned to the County, and all delivery of Stormwater Infrastructure services within County right of ways shall be coordinated with the City.

5.06 *Coordination with Other Jurisdictions:* From time to time a need for coordination between all incorporated jurisdictions within the County is required and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Public Stormwater Infrastructure and the County Stormwater Management Implementation Guide.

5.07 *Qualifications and Extents of Service:* Stormwater Infrastructure in public road right of ways, whether State, County or municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of Chapter 99. The City shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the City, with the exception of County and State road rights of way, which shall be designed and maintained in accordance with their current standards.

5.08 *Fee Credits:* The City shall have the authority to review and comment on all Public Stormwater fee credit applications requested by the County upon parcels within the City limits prior to such adjustments being made.

5.09 *Easements:* The City and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the City and/or County to perform Public Stormwater Utility related work within the limits of the City.

5.10 *Conflicts:* To the extent any conflict exists between the provisions of this Agreement and Chapter 99, the provisions of this Agreement shall be controlling in all circumstances.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.00 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and City shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and City, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or City standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 *State or Federal Laws or Regulations:* The City and the County shall at all times comply with any applicable State or Federal laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 *Regulatory Obligations of the County and City:* The County and City shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding storm water management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 *Plan Review and Site Inspection:* The City and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction storm water quantity and quality control are met. The County

and City shall be responsible for providing inspections during construction of all County and City owned storm water systems, respectively. The County and City will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 *NPDES Compliance:* In 2015, Beaufort County, the Town of Bluffton, and the Town of Hilton Head Island were designated by the State for compliance with the NPDES program. The County and the aforementioned towns shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of BMPs required by the permit, and the implementation of the program of BMPs set forth in the permit. Should the City or the Town of Port Royal be designated (at any time) by the State for compliance with the NPDES program, the provisions of this Article shall also apply to the City.

7.01 *Roles and Responsibilities:* The City and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The City may request to “co-permit” or share MS4 Phase II permitting with the County or another regulated town, as allowed by Article 9 of this Agreement, as allowed by State law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.02 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II requirements will lend themselves to coordination and cooperation between the City and the County. In such instances, coordination between the City and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written

agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.03 *Annual Reporting:* The City and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the City and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 – DATA ACQUISITION AND MANAGEMENT

8.00 *Roles and Responsibilities:* The City and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the City and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the City and County.

8.02 *Data Sharing:* The City and County shall share acquired data at the request of the other. In such instances the City and County will agree to abide by each entity's current data distribution policy.

8.03 *Data Types:* Types of data that the City and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 – OTHER AGREEMENTS

9.00 *Scope and Cost Sharing:* From time to time various projects may be shared in scope and/or cost between the County and the City, or the County and multiple municipalities within the County via memos of agreement, memos of understanding, contracts, and/or joint resolutions.

9.01 *Agreement Recommendations:* SWIC shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple municipalities within the County are reviewed and recommended to the municipalities and County. It is understood that the SWIC shall have no authority to financially commit the City or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the City and the County, the SWIC review is not required.

9.02 *Agreement Approvals:* Other agreements between the County and the City must be approved by the governing bodies of the City and County, respectively.

9.03 *Funds Distribution:* These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative Fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the City and County and their respective successors and assigns, if any are permitted hereunder. The Parties agree that this Agreement constitutes the entire Agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties to each other. This Agreement shall be amended only

in writing, and effective when signed by those authorized by the Parties. This Agreement shall amend and replace the provisions of that certain “Stormwater Management and Utility Intergovernmental Agreement” dated November 16, 2016 in its entirety.

10.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the City and the County.

10.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State.

10.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.07 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.08 *No Third-Party Beneficiaries:* The City and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall

have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.09 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the City: THE CITY OF BEAUFORT
City Manager
1911 Boundary Street
Beaufort, SC 29902

To the County: BEAUFORT COUNTY
County Manager
Post Office Box 1128
Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The City and the County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The City and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, the City of Beaufort, 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:

CITY OF BEAUFORT,
SOUTH CAROLINA

By: _____
Billy Keyserling, Mayor

Attest: _____
Bill Prokop, City Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joe Passiment, Chairman

Attest: _____
Ashley M. Jacobs, County Administrator



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award for Design/Build Construction for Dirt Road Paving Contract #51A RFP #112219E

Council Committee:

Public Facilities Committee

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

David L. Thomas, Purchasing Director

Issues for Consideration:

Resolution 2019/24 adopted in June 2019 established a prioritized 5 Year Dirt Road paving program. In October 2019, Beaufort County advertised for design build services for Dirt Road Paving Contract #51A, year one of the program:

Rice Road (District #1Sheldon) - 0.25 miles - Broad River Blvd to Inwood Plantation
Salicornia Drive (District #2 Burton) - 0.29 miles - Marsh Hawk to Terminus
Wards Landing Road (District #3 Lady's Island) - 0.44 miles - Sea Island Pkwy to Worthington Rd
George Williams Lane (District #3 St. Helena) - 0.62 miles - William Campbell Ln to Kelly Rd

Points to Consider:

The two highest rated companies were invited to interview; Preferred Materials Inc. earning 379 points and J.H. Hiers Construction, LLC earning 376 points. Staff requested Preferred Materials Inc. as the highest evaluated bidder to review their original fee of \$2,495,400.00 as it exceeded the engineer's estimate of \$2,196,928.00. Preferred Materials Inc. proposed a revised fee of \$2,284,100.00 which still exceeded the estimate. Due to this, staff reviewed the fee proposal from J.H. Hiers Construction, LLC. Their fee is within budget at \$2,096,162.00.

Funding & Liability Factors:

J.H. Hiers' fee proposal is \$2,096,162. With a 10% contingency of \$209,616, the total project cost is \$2,305,778. The funding for the project is TAG Funds with an available balance of \$5,107,619.62.

Council Options:

Recommend award to J.H. Hiers Construction, LLC or disapprove this recommendation

Recommendation:

Recommend award to J.H. Hiers Construction, LLC



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Recommendation of Award to J.H. Hiers Construction, LLC
Design/Build Construction for Dirt Road Paving Contract #51A RFP #112219E

DATE: 04/20/2020

BACKGROUND:

BACKGROUND Resolution 2019/24 adopted in June 2019 established a prioritized 5 Year Dirt Road paving program. In October 2019, Beaufort County advertised for design build services for Dirt Road Paving Contract #51A, year one of the program:

| Road Name District | Approximate Length (Miles) | Termini Description |
|--|----------------------------|---------------------------------------|
| Rice Road District #1 Sheldon | 0.25 | Broad River Blvd to Inwood Plantation |
| Salicornia Drive District #2 Burton | 0.29 | Marsh Hawk to Terminus |
| Wards Landing Road District #3 Lady's Island | 0.44 | Sea Island Pkwy to Worthington Rd |
| George Williams Lane District #3 St. Helena | 0.62 | William Campbell Ln to Kelly Rd |

BIDDER INFORMATION On November 22, 2019, Beaufort County received five (5) proposals. A team to include Andrea Atherton, Neil Desai, Tanner Powell, and Kurt Taylor evaluated the proposals based on criteria included in the RFP. Out of 400 possible points, 100 per evaluator, the points earned per firm are as follows:

The two highest rated companies were invited to interview; Preferred Materials Inc. earning 379 points and J.H. Hiers Construction, LLC earning 376 points. Staff requested Preferred Materials Inc. as the highest evaluated bidder to review their original fee of \$2,495,400 as it exceeded the engineer's estimate of \$2,196,928. Preferred Materials Inc. submitted a revised fee of \$2,284,100 which still exceeded the estimate. Due to this, staff reviewed the fee proposal from J.H. Hiers Construction, LLC. Their fee is within budget at \$2,096,162.

| | Proposal Scoring | Interview Scoring |
|--|------------------|-------------------|
| 1. J.H. Hiers Construction, LLC..... | 374 points | 376 points |
| 2. Preferred Materials Inc..... | 369 points | 379 points |
| 3. Eurovia Atlantic Coast, LLC DBA Blythe..... | 343 points | |
| 4. Quality Enterprises USA, Inc..... | 319 points | |
| 5. Cleland Site Prep, Inc..... | 114 points | |

Based on the review of proposals, J.H. Hiers Construction, LLC is deemed the lowest responsible proposer.

VENDOR INFORMATION:

COST:

| | |
|---|-------------|
| J.H. Hiers Construction, LLC | \$2,305,778 |
| \$2,096,162 (fee) + \$209,616 (10% contingency) | |

Insert Addition Vendor Info.

FUNDING: J.H. Hiers' fee proposal is \$2,096,162. With a 10% contingency of \$209,616, the total project cost is \$2,305,778. The funding for the project is County TAG Funds with an available balance of \$5,269,052 as of March 30, 2020.

Funding approved: Yes By: aholland Date: 03/30/2020

FOR ACTION: Beaufort County Public Facilities Committee April 20, 2020.

RECOMMENDATION:

Public Facilities Committee approve, and recommend approval to County Council, the contract award to J. H. Hiers Construction, LLC, for design/build construction for Dirt Road Paving Contract 51A, in the amount of \$2,305,739.

Attachment: RFP 112219E Contract #51A.pdf
2.62 MB

Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 03/31/2020

Check to override approval: Overridden by: _____

Override Date: _____

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 03/30/2020

Andrea Atherton, Division Director, Construction, Engine
Approved: Yes Date: 03/31/2020
Check to override approval: Overridden by: Override Date: ready for admin:
 CC others

After Initial Submission, Use the Save and Close Buttons



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

TO: Brian Flewelling, Chairman, Public Facilities Committee
FROM: David L. Thomas, Purchasing Director
SUBJ: **Recommendation of Award to J.H. Hiers Construction, LLC**
Design/Build Construction for Dirt Road Paving Contract #51A RFP #112219E
DATE: March 20, 2020

BACKGROUND Resolution 2019/24 adopted in June 2019 established a prioritized 5 Year Dirt Road paving program. In October 2019, Beaufort County advertised for design build services for Dirt Road Paving Contract #51A, year one of the program:

| Road Name | District | Approximate Length (Miles) | Termini Description |
|----------------------|---------------------------|----------------------------|---------------------------------------|
| Rice Road | District #1 Sheldon | 0.25 | Broad River Blvd to Inwood Plantation |
| Salicornia Drive | District #2 Burton | 0.29 | Marsh Hawk to Terminus |
| Wards Landing Road | District #3 Lady's Island | 0.44 | Sea Island Pkwy to Worthington Rd |
| George Williams Lane | District #3 St. Helena | 0.62 | William Campbell Ln to Kelly Rd |

BIDDER INFORMATION On November 22, 2019, Beaufort County received five (5) proposals. A team to include Andrea Atherton, Neil Desai, Tanner Powell, and Kurt Taylor evaluated the proposals based on criteria included in the RFP. Out of 400 possible points, 100 per evaluator, the points earned per firm are as follows:

The two highest rated companies were invited to interview; Preferred Materials Inc. earning 379 points and J.H. Hiers Construction, LLC earning 376 points. Staff requested Preferred Materials Inc. as the highest evaluated bidder to review their original fee of \$2,495,400.00 as it exceeded the engineer's estimate of \$2,196,928.00. Preferred Materials Inc. submitted a revised fee of \$2,284,100.00 which still exceeded the estimate. Due to this, staff reviewed the fee proposal from J.H. Hiers Construction, LLC. Their fee is within budget at \$2,096,161.00.

| | Proposal Scoring | Interview Scoring |
|--|------------------|-------------------|
| 1. J.H. Hiers Construction, LLC..... | 374 points | 376 points |
| 2. Preferred Materials Inc..... | 369 points | 379 points |
| 3. Eurovia Atlantic Coast, LLC DBA Blythe..... | 343 points | |
| 4. Quality Enterprises USA, Inc..... | 319 points | |
| 5. Cleland Site Prep, Inc..... | 114 points | |

Based on the review of proposals, J.H. Hiers Construction, LLC is deemed the lowest responsible proposer.

FUNDING J.H. Hiers' fee proposal is \$2,096,162. With a 10% contingency of \$209,616, the total project cost is \$2,305,778. The funding for the project is TAG Funds with an available balance of \$5,107,619.62.

FOR ACTION Beaufort County Public Facilities Committee April 20, 2020.

RECOMMENDATION

cc: Ashley Jacobs, County Administrator
Alicia Holland, Asst. County Administrator, Finance

- Attachments: 1. RFP Bid Evaluations
2. Post Interview Bid Evaluations
3. J.H. Hiers Construction, LLC Fee Proposal
4. Contract for Services for Beaufort County

Dirt Road Paving #51 A

RFP 112219E

Summary Score Sheet

| Evaluators | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company |
|-------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | Blythe | Cleland | JH Hiers | PMI | Quality Enterprises |
| T. Powell | 92 | 12 | 96 | 90 | 79 |
| N. Desai | 89 | 57 | 88 | 92 | 83 |
| A. Atherton | 77 | 20 | 100 | 90 | 75 |
| K. Taylor | 85 | 25 | 90 | 97 | 82 |
| TOTALS: | 343 | 114 | 374 | 369 | 319 |
| 1- JH Hiers | 374 | | | | |
| 2- PMI | 369 | | | | |
| 3- Blythe | 343 | | | | |
| 4- Quality Enterprises | 319 | | | | |
| 5- Cleland | 114 | | | | |

| | | |
|-------------------------------|------------------------|------------------------|
| Dirt Road Paving #51 A | | |
| RFP 112219E | | |
| Summary Score Sheet | | |
| | | |
| | | |
| | | |
| Evaluators | Name of Company | Name of Company |
| | <u>JH Hiers</u> | <u>PMI</u> |
| T. Powell | 96 | 97 |
| N. Desai | 90 | 92 |
| A. Atherton | 100 | 93 |
| K. Taylor | 90 | 97 |
| TOTALS: | 376 | 379 |
| | | |
| | | |
| 1 - PMI | | |
| 2 - JH Hiers | | |

EXHIBIT E – FEE PROPOSAL – Addendum #2

Request for Proposal: Dirt Road Paving Contract #51A RFP #112219

Firm Name: J.H. Hiers Construction, LLC Date: 11/22/2019

| Road Name | Length Miles | Survey | Geotech | Engineer & Permit | Wetland Services | CEI & SWPPP | Construct | As-built Survey | Total Fee |
|---------------------|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------------|---------------------|------------------------|
| Rice Rd | 1366 | \$ 6,749.34 | \$ 6,120.00 | \$ 15,904.86 | \$ 5,916.00 | \$ 5,925.18 | \$ 339,589.72 | \$ 2,313.36 | \$ 382,518.46 |
| Salicornia Dr. | 1390 | \$ 6,749.34 | \$ 6,120.00 | \$ 15,904.86 | \$ 5,916.00 | \$ 5,925.18 | \$ 381,163.41 | \$ 2,313.36 | \$ 424,092.15 |
| Wards Landing Rd | 2381 | \$ 10,346.88 | \$ 6,120.00 | \$ 21,280.26 | \$ 5,916.00 | \$ 8,310.96 | \$ 504,012.65 | \$ 3,866.82 | \$ 559,853.57 |
| Geo Williams Ln | 3278 | \$ 15,568.26 | \$ 6,120.00 | \$ 27,037.14 | \$ 5,916.00 | \$ 15,191.88 | \$ 654,443.88 | \$ 5,420.28 | \$ 729,697.44 |
| Grand Totals | 8415 | \$ 39,413.82 | \$ 24,480.00 | \$ 80,127.12 | \$ 23,664.00 | \$ 35,353.20 | \$ 1,879,209.66 | \$ 13,913.82 | \$ 2,096,161.62 |

Unit Prices \$/Unit Unit

Notes

Removal & disposal of unsuitable material and replacing with structural fill materials compacted as required per specification. Bank CY measure.

Driveway Apron \$ 9,315.00 Each

Excavation & backfill for drainage swale, installation of driveway culvert, graded aggregate base and standard road section asphalt pavement.

THIS FEE PROPOSAL SHALL BE INCLUDED IN A SEPARATE FILE DELIVERED ELECTRONICALLY TO BEAUFORT COUNTY PURCHASING PRIOR TO THE DATE AND TIME LISTED IN THIS SOLICITATION. ONLY THE SUCCESSFUL TEAM'S FEE PROPOSAL WILL BE OPENED.

ALTERNATES: Aggregate Surface in lieu of HMA on Wards landing Rd. Deduct <\$ _____ \$ - (25,051.20) >

REQUESTED RATES PER ADDENDUM #4

| Classification | Rate (\$) | Units | Remarks |
|----------------------------------|-----------|----------|---------|
| ANDREW ENGINEERING | | | |
| Principal Engineer (PE) | \$ 146.00 | Per Hour | |
| Project Manager (PE) | \$ 113.00 | Per Hour | |
| Project Engineer | \$ 95.00 | Per Hour | |
| Engineer Technician | \$ 83.00 | Per Hour | |
| Construction Tech. | \$ 86.00 | Per Hour | |
| Admin. | \$ 57.00 | Per Hour | |
| | | | |
| Professional Land Surveyor (PLS) | \$ 107.00 | Per Hour | |
| Party Chief | \$ 83.00 | Per Hour | |
| 2-Man Survey Crew | \$ 118.00 | Per Hour | |
| Survey Technician | \$ 83.00 | Per Hour | |

| | | | |
|------------------------------|-----------|----------|--|
| NEWKIRK ENVIRONMENTAL | | | |
| Environmental Scientist | \$ 128.00 | Per Hour | |

| | | | |
|--|-----------|------------|--|
| F&ME | | | |
| Principal/Senior Engineer | \$ 204.00 | Per Hour | |
| Project Engineer | \$ 153.00 | Per Hour | |
| EIT | \$ 87.00 | Per Hour | |
| Admin | \$ 57.00 | Per Hour | |
| Soil/Asphalt, Concrete Engineering Tech. | \$ 612.00 | Per Visit* | *for up to 4hrs. Per visit. Time over 4hrs billed at \$67/Hr |
| Standard Proctor (ASTM D698 & AASHTO T99) | \$ 123.00 | EACH | LABORATORY COMPACTION |
| Modified Proctor (ASTM D1557 & AASHTO T180) | \$ 153.00 | EACH | LABORATORY COMPACTION |
| Complete Sieve Including #200 Wash (ASTM C136) | \$ 102.00 | EACH | SOIL CLASSIFICATION TESTS |
| Percent Finer Than #200 Sieve (Soil) (ASTM C117 & AASHTO T11) | \$ 77.00 | EACH | SOIL CLASSIFICATION TESTS |
| Complete Sieve w/Hydrometer (AASHTO T88) | \$ 204.00 | EACH | SOIL CLASSIFICATION TESTS |
| Atterberg Limits (Liquid & Plastic), (ASTM D4318 & AASHTO T89 & T90) | \$ 77.00 | EACH | SOIL CLASSIFICATION TESTS |
| Material Finer Than #200 Sieve (AASHTO T11) | \$ 77.00 | EACH | COARSE AGGREGATE |
| Sieve Analysis of Coarse Aggregate (AASHTO T27 & ASTM C33) | \$ 77.00 | EACH | COARSE AGGREGATE |
| L.A. Abrasion Test (AASHTO T196) | \$ 357.00 | EACH | COARSE AGGREGATE |



CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the “Agreement”) is made this XX Day of _____ 20XX, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as “County”) and _____, LLC. (hereinafter referred to as “Design/Builder”).

WITNESSETH:

WHEREAS, the Design/Builder and the County desire to enter into an agreement to design and construct the roads as described in RFP 111919E, subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

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

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

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

**ARTICLE 1
DESCRIPTION**

This Agreement shall consist of the terms, conditions, specifications and provisions contained in RFP 111919E dated _____ (Exhibit “A”), the Design/Builder’s Proposal dated _____ (Exhibit “B”) and the Approval from County Council dated _____ (Exhibit “C”) all of which are made a part hereof and incorporated herein by reference.

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of the terms and conditions of the RFP 111919E and the responsive Bid Proposal, the terms of this Agreement shall control and govern the rights and obligations of the Parties.

**ARTICLE 2
LIABILITY**

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

**ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS**

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

**ARTICLE 4
ASSIGNMENT**

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

**ARTICLE 5
TERM**

The term of this Agreement shall begin _____ and continue for 450 days to end on _____. Any request for extensions to this completion date MUST be submitted to the County for approval.

**ARTICLE 6
COMPENSATION**

Compensation is based on Design/Builder's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract shall not exceed \$XXXX (_____dollars) and will follow the fee schedule provided in the Contract proposal subject to the terms and conditions of this Agreement.

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

Work performed on this Contract will be accounted for separately by the Design/Builder.

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

**ARTICLE 7
INSURANCE**

Design/Builder does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Design/Builder's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFP 042619E.

INSURANCE REQUIREMENTS:

INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the

certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:

- (A) Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- (B) Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

ARTICLE 8 DEFAULT

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

**ARTICLE 9
TERMINATION**

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

**ARTICLE 10
COUNTY RESPONSIBILITIES**

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

**ARTICLE 11
FORCE MAJEURE**

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

**ARTICLE 12
SEVERABILITY**

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

**ARTICLE 13
INDEPENDENT DESIGN/BUILDER**

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

**ARTICLE 14
NOTICE**

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

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

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

Design/Builder:

**ARTICLE 15
CHANGE ORDERS**

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

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

Then the Design/Builder will prepare and submit to the County an amendment to the applicable Change Order, or where no Change Order is in place of such additional services, the Design/Builder will prepare a Change Order for the County's review. No additional services will

be undertaken by the Contactor without the approval of a Change Order or Change Order Amendment by the County.

ARTICLE 16 AUDITING

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

ARTICLE 17 GRATUITIES

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

ARTICLE 18 INVOICES

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

Located at: Beaufort County Engineering Department
 2266 Boundary Street
 Beaufort, S.C. 29906

Invoices should include:

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

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

**ARTICLE 19
PURCHASE ORDERS**

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

**ARTICLE 20
ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this Agreement by reference:
a) RFP, Bid Response and Beaufort County Council Approval.

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of the terms and conditions of the RFP 111919E and the responsive Bid Proposal, the terms of this Agreement shall control and govern the rights and obligations of the Parties

**ARTICLE 21
TOTAL AGREEMENT**

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

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

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

WITNESSES:

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

Signature: _____

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

WITNESSES:

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Goldsmith Report - Implementation of Decal System and Convenience Center Operational Changes

Council Committee:

Public Facilities Committee

Meeting Date:

April 20 2020

Committee Presenter (Name and Title):

Dave Wilhelm, Assistant County Administrator for Public Works and Sustainability; Cindy Carter, Solid Waste and Recycling Director

Issues for Consideration:

Implement a County decal system for Convenience Center access; close two Convenience Centers - Gate and Pritchardville; reduce operating days to two (one weekday and one weekend day) for Big Estate, Sheldon, Cuffy, Coffin Point and Lobeco; reduce operating hours at all centers to 7:30 AM to 6:00 PM (current hours of operation are 7:30 a.m. - 7:00 p.m.).

Points to Consider:

Implementation of a decal system and changing the operating hours were approved by Solid Waste and Recycling Board on April 2, 2020. The Abby Goldsmith report (November 2019) was presented, as information, to Public Facilities on January 21, 2020. Staff has reviewed all of the recommendations from the Goldsmith report and determined changes most critical to immediately benefit Beaufort County Convenience Center operations.

Funding & Liability Factors:

Hauling, disposal and operations are funded through the General Fund (10001340 for SW&R). Implementation of the decal system will reduce operational costs by eliminating misuse of the centers by business, contractors and out-of-county users.

Council Options:

Approve staff recommendations, as supported by the Solid Waste and Recycling Board (April 2, 2020) or deny changes submitted.

Recommendation:

Staff recommends implementing the decal system and changing the operating days and hours and detailed above.



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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Randy Boehme, Chairman, Solid Waste and Recycling Board *R. Boehme*

SUBJ: **Goldsmith Report – Implementation of Decal System and Convenience Center Operational Changes**

DATE: April 2, 2020

BACKGROUND: Beaufort County currently operates eleven manned Convenience Centers throughout Beaufort County to handle the collection of MSW (household trash), C&D (bulky waste) and yard debris. The Centers serve as recycling centers and provide County residents options for used oil, waste tire and household hazardous waste disposal.

Goldsmith Resources completed a study of the Beaufort County Convenience Centers and issued findings and recommendations in a report dated November 2019.

Beaufort County Solid Waste and Recycling strives to operate Centers effectively and meet its responsibilities to the taxed residential homeowners in Beaufort County. Of the Goldsmith recommendations, implementation of a Decal System, to verify County residency and prohibit commercial use at Beaufort County Convenience Centers, is an integral step. This measure will control costs associated with collection and disposal of residential solid waste in Beaufort County.

Two Centers are recommended for closure: Gate (residents shift to Shanklin Center) and Pritchardville (residents shift to Bluffton Center). Five smaller Centers are recommended to operate 2 days per week: Big Estate, Coffin Point, Cuffy, Lobeco, and Sheldon. Operating hours for all Centers reduced to 7:30 AM until 6:00 PM.

FOR ACTION: Public Facilities Committee on April 20, 2020.

RECOMMENDATION: The Solid Waste and Recycling Board recommends the Public Facilities Committee approve and recommend to County Council the operational changes to the Beaufort County Convenience Center system.

Attachments:
Goldsmith report

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Administrator
David Wilhelm, Assistant County Administrator for Public Works and Sustainability
Cindy Carter, Solid Waste Director



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Revision - Establishing Solid Waste and Recycling Enterprise Fund

Council Committee:

Public Facilities Committee

Meeting Date:

April 20 2020

Committee Presenter (Name and Title):

Dave Wilhelm, Assistant County Administrator for Public Works and Sustainability; Cindy Carter, Solid Waste and Recycling Director

Issues for Consideration:

Restructure SW&R from the current General Fund (ad valorem taxes) to an Enterprise Fund, fee based system. This will require Committee approval and Council approval for a new Ordinance. The Solid Waste and Recycling budget would be the same whether it is part of the General Fund or as a separate fee. The fee would be assessed to all Beaufort County property owners.

Points to Consider:

Creating the Enterprise Fund was approved by Solid Waste and Recycling Board on April 2, 2020. Establishing the enterprise fund and associated fee would remove the obligation of the solid waste and recycling budget (FY21 \$9,327,073) from the general fund.

Funding & Liability Factors:

Establishing the solid waste & recycling enterprise fund would result in no net change in cost to Beaufort County taxpayers.

Council Options:

Leave SW&R budget in the General Fund or move to Enterprise Fund.

Recommendation:

Staff recommends adopting the ordinance to create a solid waste & recycling enterprise fund.

ORDINANCE NO. 2020/ ____

AN ORDINANCE ESTABLISHING A SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (the “*County*”) has been granted authority by the South Carolina General Assembly, in accordance with the constitution and laws of the State of South Carolina (the “*State*”), “to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them.” S.C. Code Ann. § 4-9-25; and

WHEREAS, in addition to the general powers described above, S.C. Code Ann. § 44-55-1210 provides that the County has express authority to determine “by ordinance or resolution . . . that the county shall engage in the collection and disposal of solid waste” and to levy service charges “against persons for whom collection services are provided whether such services are performed by the county, a municipality or a private agency”; and

WHEREAS, the solid waste services of the County are currently funded as part of the general fund of the County from *ad valorem* property taxes; and

WHEREAS, the County has determined that in order to most effectively meet its responsibilities under State law and to ensure adequate and equitable funding for its solid waste and recycling services, that the County shall form a solid waste and recycling enterprise system, impose solid waste and recycling user fees, and establish a special solid waste and recycling enterprise fund to provide for the operations and capital needs of the solid waste enterprise system; and

WHEREAS, the County finds that the uniform service charges contemplated hereby comply with *Brown v. Horry County*, 308 S.C. 180 (1992), as the fee will (1) allow for the improvement and maintenance of the County’s solid waste and recycling programs which will directly benefit the payor through the availability of such programs and the resulting positive externalities associated with improved sanitation, (2) the proceeds of the fee shall be restricted to the solid waste and recycling programs, (3) the fee will be set annually in amount that will not exceed the cost of operation and maintenance, capital improvements, and debt service associated with the solid waste and recycling enterprise system, and (4) the fee will be uniformly imposed on the various classes of payors; and

WHEREAS, pursuant to Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended, in order to impose solid waste user fees, the Beaufort County Council, as the governing body of the County (the “*County Council*”), must hold a public hearing on the imposition of the fee, make a recitation (by the terms of this Ordinance) that the services to be paid by the fee were previously paid with property taxes and must approve this ordinance by positive majority vote of the County Council; and, to the extent that the revenue generated from the solid waste fees are anticipated to comprise more than five percent of the County’s budget for the fiscal year ended June 30, 2019, all such fee revenues shall be deposited to a separate fund from the County’s general fund; and

WHEREAS, the segregation of revenues into a solid waste and recycling enterprise fund shall facilitate future investments in the system should the County avail itself of the authority granted in the Revenue Bond Act for Utilities, as codified at S.C. Code Ann. §§ 6-21-10 *et seq.*; and

WHEREAS, based on the recommendation of the Solid Waste and Recycling Board, established under Ordinance 2007/37, the County Council is enacting this ordinance to form the solid waste and recycling enterprise system, impose solid waste fees, and establish the solid waste and recycling enterprise fund as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, as follows:

SECTION 1. RECITALS INCORPORATED BY REFERENCE. The recitals stated above are incorporated by reference as if fully restated herein.

SECTION 2. AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES. In order to properly implement the Solid Waste and Recycling Enterprise System (as defined hereinbelow), certain amendments, supplement and additions to Chapter 62 – “Solid Waste”, Article I – “In General” of the Beaufort County Code of Ordinances as provided hereinbelow.

A. Section 62-1 is amended and restated in its entirety as follows:

Sec. 62-1 – Establish and Administration of Solid Waste and Recycling Enterprise System

There is hereby created the “Solid Waste and Recycling Enterprise System” of the County. The Solid Waste and Recycling Enterprise System shall be operated as an administrative division of the County under the responsibility of the Beaufort County Director of Public Works. The County Administrator and the Director of Public Works are authorized to (i) establish and organize the County's solid waste and recycling facilities as necessary for their useful and efficient

operation, (ii) to establish necessary procedures, policies and guidelines for the use of the County's solid waste and recycling facilities, and (iii) to recommend appropriate fee and rate schedules consideration and approval by County Council. Any fees, charge or rate recommendations shall be based upon considerations that the County's Solid Waste and Recycling Enterprise System will be self-supporting, and adequately funded by all users and classes of users. The County Administrator and the Director of Public Works are further directed to keep County Council advised as to the progress in accomplishing these requirements .

These provisions shall only be applicable to the unincorporated area of the county and all county-owned solid waste facilities, including county solid waste facilities located within the boundary of a municipality. The County may provide solid waste and recycling services within municipalities by contract in accordance with Section 4-9-40 of the Code of Laws of South Carolina 1976, as amended. The Director of Public Works may request assistance from the various departments and other officials of the county or municipalities, as may be necessary for the orderly implementation of this chapter. Agreements necessary or desirable and regulations promulgated to carry out this chapter shall be subject to prior review and approval of County Council.

B. Section 62-2 shall be supplemented by the addition of new paragraph (c), as follows:

(c) In addition to the foregoing authority, purposes, and general matters, the County finds the Solid Waste and Recycling Enterprise System shall subserve the following additional purposes:

(i) To promote the public health, safety and welfare;

(ii) To ensure that solid waste is transported, stored, treated, processed and disposed of in a manner adequate to protect human health, safety and welfare and the environment;

(iii) To promote the reduction, recycling, reuse and treatment of solid waste and the recycling of materials which would otherwise be disposed of as solid waste;

(iv) To provide an efficient method for the collection, transportation, storage, handling, treatment, reduction, recycling, reuse and disposal of solid waste in the county through the establishment, construction and operation of solid waste collection sites and other facilities for the use and benefit of residents of the County and other municipalities, entities or persons who contract for the use of County facilities for the collection of

permitted solid waste in accordance with county ordinances and regulations; and

(v) To protect and preserve the quality of the environment and to conserve and recycle natural resources.

C. Section 62-6 shall be added as follows:

Sec. 62-6 – Uniform Service Charges.

(a) The County Council shall initially, by ordinance, establish schedule of uniform service charges. Thereafter, the schedule shall be updated or amended as a part of the County’s annual budget process or as a standalone authorization. The proceeds from the uniform service charges, and rates, fees and charges established by County Council shall be used to pay in whole or in part the costs of acquiring, equipping, operating and maintaining facilities and sites for the collection, transportation, storage, handling, separation, treatment, reduction, recycling, reuse and disposal of household solid waste generated within the County.

(b) There shall be a uniform residential solid waste fee annually imposed upon the owner of record of each residence in the unincorporated portion of the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform commercial solid waste fee annually imposed upon the owner of record of every business, excepting industries, located in the unincorporated portion of the County. Solid waste and recycling services may be provided within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body; provided, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for, such service may not be rendered without the permission of the municipal governing body.

[[Note to Draft – need to discuss AG Opinions relevant to this] The residential solid waste fees shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice and collected by the county treasurer, pursuant to state law. The fiscal officers of the county shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.]

(c) Further, there shall be imposed a late fee and supplemental processing charge, for all solid waste fees not timely remitted to the county treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the county shall impose an additional annual penalty. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold

the property owner or record responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner.

D. Section 62-7 shall be added as follows:

Sec. 62-7 – Special Fund

All charges, rates, fees or other revenues collected pursuant to this chapter shall be deposited to a special fund to be known as the Solid Waste and Recycling Enterprise Fund, and all funds deposited in the Solid Waste and Recycling Enterprise Fund shall be expended for the administration, operation, and maintenance of the County solid waste and recycling programs and the acquiring, constructing, renovating, and equipping of apparatus and facilities necessary or convenient therefor. Should the County issue bonds or enter into other obligations the proceeds of which benefit the Solid Waste and Recycling Enterprise System, it may secure such bonds and other obligations with a pledge of all or a portion of the revenues deposited to or derived from the Solid Waste and Recycling Enterprise Fund.

SECTION 3. PUBLIC HEARING. A public hearing shall be held in compliance with Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended prior to third and final reading of this ordinance.

SECTION 4. SEVERABILITY. If any Section, Subsection, or Clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining Sections, Subsections and Clauses shall not be affected thereby.

SECTION 5. CONFLICTING ORDINANCES REPEALED. If any Section, Subsection, or Clause of this ordinance shall conflict with any Section, Subsection or Clause of a preceding ordinance of the County, then the preceding Section, Subsection or Clause is hereby repealed and no longer in effect.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:


Sarah W. Brock, Clerk to Council

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



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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Randy Boehme, Chairman, Solid Waste and Recycling Board 

SUBJ: **Ordinance Revision – Establishing Solid Waste and Recycling Enterprise Fund**

DATE: April 2, 2020

BACKGROUND: Beaufort County has been granted authority by the South Carolina General Assembly “to enact regulations and ordinances, not inconsistent with the Constitution and general law of the State” and specifically, general powers in SC Code 44-55-1210 which address collection and disposal of solid waste and to levy service charges against persons whom services are provided. Currently, solid waste services are funded as part of the general fund from *ad valorem* property taxes.

Beaufort County has determined that in order to most effectively meet its responsibilities under State law and to ensure adequate and equitable funding for its solid waste and recycling services that the County shall form a solid waste and recycling enterprise system, impose solid waste and recycling user fees, and establish a special solid waste enterprise fund to provide for the operations and capital needs of the solid waste enterprise system.

A fee will allow for the improvement and maintenance of the County’s solid waste and recycling programs. Fees shall be restricted to solid waste and recycling, not exceed the cost of services and be imposed uniformly on payers.

FOR ACTION: Public Facilities Committee on April 20, 2020.

RECOMMENDATION: The Solid Waste and Recycling Board recommends the Finance and Public Facilities Committee approve and recommend to County Council the establishment of a Solid Waste and Recycling Enterprise Fund.

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Administrator
David Wilhelm, Assistant County Administrator for Public Works and Sustainability
Cindy Carter, Solid Waste Director



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointment to Keep Beaufort County Beautiful Board

Council Committee:

Public Facilities

Meeting Date:

April 20, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Appointment of Kamal Wigfall

Points to Consider:

Funding & Liability Factors:

none

Council Options:

Approve, Modify, or Reject

Recommendation:



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



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

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

BOARDS AND COMMISSIONS

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

DATE: 02-18-20 NAME: Kamal Wigfall

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 074524323

OCCUPATION: Executive Director of the Gullah Geechee Initiative Foundation, Inc.

TELEPHONE: (Home) 843-522-6868 (Office) 843-962-0242 EMAIL: Love@GullahGeecheeF.org

HOME ADDRESS: 3 Meagan Dr. STATE: SC ZIP CODE: 29907

MAILING ADDRESS: 3 Meagan Dr. STATE: SC ZIP CODE: 29907

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

ETHNICITY: Caucasian African American Other

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

If "yes", what is the name of the board and when does term expire? _____

• Please return completed form **and a brief resume'** either Email or U.S. Mail:

o Email: boardsandcommissions@bcgov.net

o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901

• Applications without a brief resume' cannot be considered.

• Applications will be held **three (3) years** for consideration.

• All information contained on this application is subject to public disclosure.

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

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

Applicant's Signature: _____

Submit by Email

Beaufort County Planning Commission Supplemental Application Questionnaire

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

Kamal Mandela Wigfall
3 Meagan Dr.
843-962-0242
Love@GullahGeecheeIF.org

OBJECTIVE

I am a driven, highly motivated community member seeking to affect positive change in the lives of the youth and the community at large. My programs and curriculum will increase youth participation in Gullah Geechee culture and traditions through engagement with the community, decrease juvenile delinquency, and to empower the community to strive for a safer, thriving environment for our youth. I believe in laying the ground work and providing the conditions that inspire and create viable options for the youth of St. Helena Island by enabling connections to be made between communities, fostering alliances with local advocates, and developing programs that harness the power and skills community members need to effect change in their own lives.

QUALIFICATIONS

I consistently demonstrate superior organizational skills, meticulous attention to detail, and the ability to work with a diverse and high-profile clientele. I thrive in both collaborative and independent work environments, and meet demanding priorities with composure, focus, and patience. I am highly proficient in Word, Excel, PowerPoint, and Outlook.

WORK HISTORY

GULLAH GEECHEE INITIATIVE FOUNDATION, INC., BEAUFORT, SC | 6/19 – CURRENTLY

Serving as Founder.

- Volunteer with Beaufort County School District
- Partnered with The Boys & Girls Club of the Lowcountry.
- Coordinated afterschool program with up to 30 students.
- Recruited Beaufort High School upper class-men as tutors.
- Partnered with Mayor Billy Keyserling on Reconstruction Beaufort Project
- Interviewed all prospective board members.

EDUCATION

Beaufort High school Graduate of 2007/ attended one (1) year at The Art Institute of Atlanta.

VOLUNTEER EXPERIENCE

Beaufort County School District

The Boys & Girls Club of the Lowcountry

Penn Center

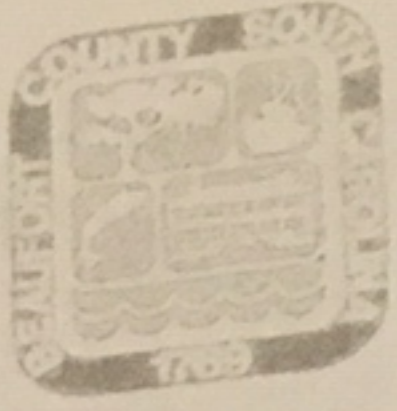
The Beaufort County Black Chamber of Commerce

Ladys Island Island Eagles Youth Football

The Second Founding of America: Reconstruction Beaufort

Girl Scout Rainbow Troop 4105

Good Book Club



**Beaufort County Council Statement of Conflict of Interest
Pursuant to South Carolina Code of Laws § 8-13-700**

I, Gerald Dawson, holding the position as a Beaufort County Council Member, do hereby declare my potential conflict of interest with regards to the below information:

1. Describe the matter pending before County Council with which you may have a conflict of interest: Condemnation of Stroup Road in the Dale Community on Brown's Island Road.

2. Describe the interest that you have that may give rise to the conflict: I am a member of Community Preservation Group owning properties abutting Stroup Road on Brown's Island Road.

Based upon the above information, I hereby recuses myself from participating in any discussion taking official action relating to said matter.

Signed this 22nd day of April, 2020.

Gerald Dawson
Signature