



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, October 23, 2023
4:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES- August 28, 2023
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**
Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.
7. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR

AGENDA ITEMS

8. UPDATE ON LAW ENFORCEMENT OFFICER (LEO) SERVICES AT THE HILTON HEAD ISLAND AIRPORT - *Jon Rembold, Airports Director*
9. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH BEAUFORT FLIGHT TRAINING (**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$437.25 (265 sq ft x \$19.80/12) in monthly base lease**)

payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$5247.00. These lease rates are in accordance with current Beaufort County lease policies)
- Steve Parry, Deputy Airports Director

10. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH TIM VERROI(**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$145.20 (88 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$1742.40. These lease rates are in accordance with current Beaufort County lease policies)**) - Steve Parry, Deputy Airports Director
11. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT THE RECOMMENDATIONS FROM THE US 278 CORRIDOR PROJECT JOINT INDEPENDENT REVIEW PERFORMED BY CBB AND AUTHORIZATION FOR THE INTERIM COUNTY ADMINISTRATOR TO SEND CORRESPONDENCE TO TOWN OF HILTON HEAD REQUESTING THEIR MUNICIPAL CONSENT FOR THE PROJECT (**FISCAL IMPACT: N/A**) - Jared Fralix, Assistant County Administrator, Infrastructure
12. RECOMMEND APPROVAL OF A CONTRACT AWARD TO R.L. MORRISON & SONS, INC. FOR ALLJOY BOAT LANDING REPAIRS (**FISCAL IMPACT: \$534,730.00 The project cost is funded by a Hospitality Tax Grant #20020021-54124 in the amount of \$534,730.00. The ATAX funding source has a balance of \$1,092,017.00**) - Jared Fralix, Assistant County Administrator, Infrastructure
13. RECOMMEND APPROVAL OF CONTRACT AWARD TO O’QUINN MARINE CONSTRUCTION FOR RFP #090723 WHITEHALL PHASE 2 DESIGN-BUILD CONSTRUCTION SERVICES (**FISCAL IMPACT: \$250,000. Funding to come from the Passive Park Budget account #45020011-54417. Current account balance is \$937,336.60**) - Eric Larson, Capital Projects
14. RECOMMEND APPROVAL OF CONTRACT AWARD TO TERRA EXCAVATING, INC. FOR IFB #101223 SOUTHSIDE PARK PICKLE BALL COURTS CONSTRUCTION SERVICES (**FISCAL IMPACT: \$570,024.00 to come from the Parks and Recreation Capital Fund account #10401600-54436 with an account balance of \$4,551,060.13**) - Eric Larson, Capital Projects
15. ADJOURNMENT

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

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



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, August 28, 2023
2:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/270338>

1. CALL TO ORDER

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

PRESENT

Chairman Logan Cunningham
Vice-Chairman David P. Bartholomew
Council Member Thomas Reitz
Council Member Paula Brown
Council Member Anna Maria Tabernik
Council Member Alice Howard
Council Member York Glover
Council Member Joseph Passiment

ABSENT

Council Member Gerald Dawson
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the pledge of allegiance.

3. FOIA

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

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Tabernik, seconded by Committee Vice Chair Bartholomew, to approve the agenda.

The Vote – The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Brown, seconded by Committee Vice Chair Bartholomew, to approve the minutes of May 22, 2023, and June 26, 2026.

The Vote – The motion was approved without objection.

6. CITIZEN COMMENT PERIOD

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

1. Michael Murphy
2. Grant McClure (*audio and visual issues from 5:40-11:18, please visit BCTV YouTube for full version*)
3. Kevin Phillips
4. Skip Hoagland

7. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

Assistant County Administrator, Infrastructure, Jared Fralix, updated the committee on items that were not on the agenda but on items that the departments were currently working on. Transportation, a unified Metropolitan Planning Organization, was developed for the northern part of Beaufort County based on a recent census. South Carolina Department of Transportation will hold a presentation in September to the Commission on the new funding allocation, where the new MPO will increase from 5.9 million to 8.5 million over the next two years. 278 joint independent study is ending, with a final report issued in the next two weeks. CBB, the consultant out of Missouri, will present to the Council in September and then will be back in October to present to the Town of Hilton Head. Windmill Harbor signal is moving forward with a contractor ready to start at the beginning of September. Eric Claussen and his team are working to finalize the encroachment permit with DOT. Public Works, there are two marine projects going on, one in the Alljoy neighborhood at the landing getting an improved dock which is out to bid, and demolition and rebuilding of the dock at 2 Mullet Street is scheduled to be advertised. Disaster Recovery, it is hurricane season, and emergency rosters are being revisited. Airports will have their annual flying frog 5k at Beaufort Executive Airport in October. In November, Hilton Head will have the Island Motor Event. There is a meeting scheduled with the FAA with the St. James Baptist Church and a positive response from the Town of Hilton Head for amending the current MOA. Capital Projects, Public Work's Admin Building is currently under design at Shanklin Road, and it will house public works, capital projects, engineering, and other related departments. This project will go out to bid next summer.

Council Member Glover asked how far this admin building is supposed to take them into the future. Mr. Fralix stated that this was off the facilities master plan, which is a look at 30 years ahead.

The Arthur Horne Complex is finally complete and fully occupied. The old I.T. infrastructure is currently being moved from the old Arthur Horne. Once that is done, there will need to be some asbestos abatement done, and then the building will be demolished and replaced with a parking lot. The Voter's Registration Warehouse expansion project has been awarded to Beaufort Construction. Public Safety, there are several renovations happening in the detention center. The Sun City Fire and EMS station has been held up due to some challenging issues with the contractor, and it is hoped that it will be completed by November. Charles Lind Brown Community Center has had a lot of renovations. There is a good senior citizen program, and the renovations will improve it. Okatie River Passive Park at Pepper Hall is scheduled for design and will be out to bid in the next 90 days. Pools, the M.C. Riley pool's second phase, is also underway. The pools at Battery Creek High School and Beaufort High School are being looked at.

8. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY WITH TMS NUMBER R112-032-000-0637-0000, R112-032-000-0008-0000, AND R112-032-000-0064-0000 ALSO KNOWN AS CHERRY HILL OAK

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Rural and Critical Land Preservation recommended pursuing due diligence on 1/12/23, the Land Use and Community Services Committee recommended due diligence on 3/11/23, Rural and Critical Lands Preservation Board recommended purchasing on 6/8/23. Cherry Hill Oak – Fee (TMS 112-032-000-0637,008,0064) properties consist of approximately 12 acres zoned T4-N in the town of Port Royal with frontage along the marshes of Battery Creek. The property is home to a 2012 Heritage Oak, Cherry Hill Oak, and a gravesite for an enslaved woman, Mary Pope. The proposed purchase includes an opportunity to purchase real properties identified as TMS R112-032-000-0637-0000, and R112-032-000-0008-0000, R112-032-000-0064-0000 and known as Cherry Hill Oak. The agreed-upon purchase price is \$1,550,000.

Amanda Flake, Natural Resource Planner for the planning department, presented the item. This item was brought forward to the council earlier for due diligence and is now ready for fee simple purchase. This property is 11.92 acres in the Town of Port Royal at a purchase price of \$1,550,000, 87% of the appraised value. The landowner will be contributing money for the maintenance of the program, the Town of Port Royal has agreed to accept maintenance responsibility and private funds have been raised for tree maintenance.

Motion: It was moved by Council Member Howard, seconded by Council Member Glover, to recommend approval of a resolution authorizing the interim county administrator to execute the necessary documents and provide funding for the fee simple purchase of real property with TMS Number R112-032-000-0637-0000, R112-032-000-0008-0000, and R112-032-000-0064-0000 also known as Cherry Hill Oak.

Discussion: Council Member Howard recognized Hope Murphy and Michael Murphy for their hard work on this project and the rest of the community by raising funds and spreading the word at the farmers market on Saturdays.

Council Member Glover asked about additional graves on the property and was the county planning on locating them. Assistant County Administrator Chuck Atkinson, Development, stated that there are no plans at this time to locate them, but if the council desires to do that, there are several ways to do so. A proposal can be put together to determine the options and bring it back to council. Council Member Glover said he would like the graves to be noted so the public can be aware of the graves and can respect the deceased.

The Vote – The motion was approved without objection.

9. RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE HILTON HEAD ISLAND AIRPORT COST RECOVERY MODEL AND REVISED AIRLINE RATES

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

Beaufort County Airports Board approved the cost recovery model and the revised airline rates at their regular meeting on July 20, 2023. The purpose of the cost recovery model is to fully recover the airport's operating costs attributable to airline activity. A detailed cost analysis showed these costs were not being covered through the existing rates charged to the airlines since FY19. The revised rates reflect a two-phased (two-years) model that, when fully implemented, will fully recover the operating costs associated with airline activities. This model is a "living" tool that will be updated twice a year to remain as accurate as possible.

Airport Director Jon Rembold introduced the item. This item has been talked about before, but it’s a culmination of an approximately 18-month process. A professional firm that is a sub-consultant of the main engineers and a planning firm that works for the airport was brought in to analyze rates and charges and do airline negotiations. All expenses needed to be analyzed, and each expense was assigned a cost center. When complete, it was found that the rates and charges that were currently being charged to the airlines were not covering 100% of their cost. A plan was drafted to recover those expenses to break even. This plan would take two years to get to full recovery. The airlines accepted the plan. This is a living plan that will be evaluated every two years. A mid-year check will be done to see how expenses are trending and what the charges and rates are. At the end of every fiscal year, a meeting with the airlines will be held to do a reconciliation.

Motion: It was moved by Council Member Passiment, seconded by Council Member Brown, to recommend approval of a resolution to approve the Hilton Head Island airport cost recovery model and revised airline rates.

Discussion: No discussion.

The Vote – The motion was approved without objection.

10. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT SC AERONAUTICS COMMISSION GRANT OFFER 23-029 FOR \$12,000,000 FOR HXD TERMINAL IMPROVEMENTS

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

Council Resolution 2022/25 directed staff to proceed with the terminal project. June 2022 SC Senator Davis announced to County Council this item was approved as a line item in the South Carolina Budget for FY 2023. Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting held July 20, 23. In May 2022, South Carolina House Representative Jeff Bradley informed Beaufort County via the Hilton Head Island airport that because of communications between the airport team, county administration, and state delegation, a \$12,000,000 line item for HXD’s terminal construction was to be part of the Governor’s approved budget. As directed by the Governor’s office, this grant will be used for terminal construction and is administered through the SC Aeronautic Commission Office. This grant does not require a local match. This is a \$12,000,000 line item in the state’s budget for the initial phase of terminal construction. It does not require a match, so there is no fiscal impact. The airport’s portion of the funding will be required as progress payments over the 2-year construction process. The airport/county will pay invoices and file for reimbursement via these several grants. The airport can fund these progress payments with the new revised airline rates/charges and past grants, which will free up funds.

Airport Director Jon Rembold stated that Senator Davis gave a briefing around the end of fiscal year 22 and the budget for fiscal year 23 that included \$12,000,000 to be used for the terminal. The process is that the money goes through an agency to disperse funds, which is aeronautics.

Motion: It was moved by Council Member Tabernik, seconded by Council Member Howard, to recommend approval of a resolution to accept SC Aeronautics Commission Grant offer 23-029 for \$12,000,000 for HXD terminal improvements.

Discussion: No discussion.

The Vote – The motion was approved without objection.

11. RECOMMEND APPROVAL OF A CONTRACT AWARD TO EDISON FOARD, INC. FOR PHASE I OF THE HILTON HEAD ISLAND AIRPORT COMMERCIAL SERVICE TERMINAL IMPROVEMENTS

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

Council Resolution 2022/25 directed staff to proceed with the terminal project. The project was initially bid in June 2022. The bids were above the budget for the project, so the bid was re-packaged as an initial phase package, and it was then offered for bids. Bids were received on June 7, 2023. Three bids were received, with the lowest bid being within the project budget. The lowest qualified bid was provided by Edison Foard, Inc. of Charlotte, NC, in the amount of \$27,196,809.29. The Airport Board reviewed and approved the recommendation at its July 20, 2023, regular meeting. The initial phase includes the entrance road improvements, new TSA screening checkpoint, and new boarding gate areas. The contract fee is \$27,196,809.29, and staff recommends a 10% contingency of \$2,719,680.93, bringing the project's total cost to \$29,916,490.10. Funding for this project is FFA Grants \$22,600,000; SC Aeronautics \$3,000,000; SC Budget Line Item \$12,000,000. The airport's share is 10% of the FFA's discretionary funding. \$2,200,000. This amount is budgeted in the "Sponsor Share" line item. This expense will be realized incrementally over a 3–5-year period.

Airport Director Jon Rembold stated that there is a good cost basis to go forward with phase one of the terminal, which will consist mostly of new construction. There will be a new boarding gate area, a new security screening checkpoint, and a lot of work on the entrance road in front of the terminal. There will probably be some parking off to the side on a temporary basis. One of the jet bridges will be included in this phase.

Discussion: Committee Chairman Cunningham mentioned that this phase's cost was done through grants or an airport budget line item. Is there any impact on the county itself? Mr. Rembold stated that the airport's share of this is tied to the FAA grants. There is approximately \$22.6 million in FAA funds going into this phase, so there is a \$2.2 million obligation from the airport that will happen over the lifetime of the construction.

Council Member Tabernik questions item number 10's funding not matching item number 11's funding. Mentioning that item 11 says FAA grants \$22.6 million, and 10 says \$21.6 million. The Airports portion says \$2.2 million on one, and the other says \$2.16 million. Mr. Rembold said that was a typo. It is \$2.16 million making \$2.2 million an approximation.

Motion: It was moved by Council Member Passiment, seconded by Council Member Tabernik, to recommend approval of a contract award to Edison Foard, Inc. for phase 1 of the Hilton Head Island Airport Commercial Service Terminal Improvements.

The Vote – The motion was approved without objection.

12. RECOMMEND APPROVAL OF A RESOLUTION BY THE BEAUFORT COUNTY COUNCIL AUTHORIZING THE BEAUFORT EXECUTIVE AIRPORT FACILITY USE RATE CHANGES (ARW) FACILITY USE RATE CHANGES

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

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Beaufort's Executive Airport's facility use fees have not been significantly increased in over 10 years. In June 2023, the Airport Board's ARW Committee recommended a fee increase. At its regular meeting on July 20, 2023, the Airport Board voted in favor of a new fee structure which is included in the agenda's backup material. Pursuant to Section 6-65 of the Beaufort County Code of Ordinances, with the approval of the aviation board, the airport director is authorized to establish fees. Beaufort Executive Airport charges facility use fees to customers to self-fund airport operations and maintenance. These fees have been consistently lower than comparative airports and have not increased significantly in several years. Maintenance and replacement costs continue to increase as the facility ages, prompting this fee increase. The airport endeavors to operate as financially self-sufficiently as possible to comply with FAA Sponsor Assurances and County policy regarding enterprise funds.

Airport Director Jon Rembold explained that it has been a long time since the overall use fees have been updated, the facility continues to get older, and the maintenance needs to be self-funded as a part of the

county's desire for the airport to be an enterprise fund and the FAA's requirement to be self-sufficient. Having reasonable use charges for those who use the airport helps meet both of those requirements. These changes do favor the local tenants as the changes are much smaller than the transients.

Discussion: Council Member Tabernik asked why there wasn't an increase in the large aircraft ramp fee. Mr. Rembold said there is a comparative analysis done on a regional basis to see what other airlines are charging, and these fees are in line with them, so it made sense to keep it the same while the other fees came in a little low.

Motion: It was moved by Committee Vice-Chair Bartholomew, seconded by Council Member Passiment, to recommend approval of a resolution by Beaufort County Council authorizing the Beaufort Executive Airport facility use rate changes (ARW) facility use rate changes.

The Vote – The motion was approved without objection.

13. RECOMMEND APPROVAL OF A RESOLUTION AND AN INTERIM LETTER OF AGREEMENT FOR SHUTTLE SERVICES BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

The Airport Board reviewed and recommended approval of the agreement at its monthly meeting held on August 17, 2023. The Best of Hilton Head will operate a shuttle service to/from Hilton Head Island Airport to pick up and deliver passengers and their baggage between Hilton Head Island and its vicinity. No shuttle policy is in place, so this interim letter of agreement will serve as the interim shuttle policy. It will be on a trial basis and can be modified as the airport deems appropriate. Shuttle vehicles will be tracked via a geo-fence and will submit a detailed monthly report showing the number of trips and passengers with their monthly payment to the airport. Hilton Head Island Airport will receive a monthly fee of \$1.00 per passenger with a minimum fee of \$5.00 each time a shuttle enters the airport property.

Airport Director Jon Rembold updated the council on the item and the reason behind an interim agreement. This is the first shot at a shuttle service in many years. There have been shuttle services with the resorts and hotels in the past, but they are now obsolete. Taxicabs, Uber, and Lyft have become very popular, but there is still a demand for shuttle services. A local company called Best of Hilton Head has requested to provide shuttle services by reservation. Other companies are interested as well. This agreement will be for a year, and this shuttle service will provide more options for customers with ground transportation. This will also be a revenue generator for the airport.

Discussion: Council Member Howard asked if other providers could have bid on this agreement. Mr. Rembold stated that this company is the only one, but some other companies are interested and would fall under the same arrangement. Council Member Howard asked if this was competitive, and Mr. Rembold said it was open and non-exclusive.

Committee Vice-Chair Bartholomew asked if there is an estimate of how many people will be using this service. Mr. Rembold replied that it is the end of the summer season, and it will probably be low for the rest of the year, but hopefully, it will be more popular next year. There was a demand this year, but the airport is just now getting to arranging something.

Motion: It was moved by Council Member Howard, seconded by Council Member Brown, to recommend approval of a resolution and an interim letter of agreement for shuttle services between Beaufort County and the Best of Hilton Head.

The Vote – The motion was approved without objection.

14. RECOMMEND APPROVAL OF A CONTRACT TO AWARD IFB #081023E, BLUFFTON PARKWAY PATHWAY PROJECT, TO FIRST CONSTRUCTION MANAGEMENT

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

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On July 10, 2023, Beaufort County published IFB #081023E Bluffton Parkway Pathway Project requesting competitive bids for the material procurement and construction of a pathway along Bluffton Parkway near SC 46. On August 10, 2023, The County received four bids to perform the specified scope. First Construction Management was the apparent lowest responsive bid. As part of the 2018 one-cent transportation sales tax, a program of pathways was identified for construction to provide better and safer access to pedestrians in key areas in Beaufort County. This pathway along Bluffton Parkway was one of the projects identified and will connect two existing pathways near SC 46. The project was originally bid on June 9, 2022, with no contract ever being executed. The project was put out to rebid on July 10, 2023, with an alternative allowing a concrete pathway. This project will consist of all materials and construction to complete approximately 650' of 8' wide concrete pathway extending from SC 46 to the existing pathway at Soperton Drive. The contract fee is for materials and construction in the amount of \$189,175.37. Staff recommends a 20% contingency of \$37,835.07, bringing the project's total to \$227,010.44. The funding for this project will be the 2018 One-Cent Sales Tax – Sidewalks and Pathways account number 47050011-54510, with a balance of \$21,274,070.40.

Director of Engineering Eric Claussen presented this item. This is one of the many pathways of the 2018 penny sales tax. This is the first one, but Alljoy, Laurel Bay, Stewart Point, and Depot Road will be coming forward in the next month or so. This project had to be re-bidden. The original bid was on June 9, 2022, with only one bidder, and was not able to come to terms on the contract. There were some property acquisitions that needed to occur, so there was a re-bid on July 10, 2023. Four bidders responded, so there was more activity in the contractors being interested in doing the work for the county. This bid came in lower than what was received a year ago. This is for 650' of a pathway to fill a gap on Bluffton Parkway from the traffic circle on 46 to Soperton by Myrtle Park, where the county facilities are. This bid went to First Construction Management with a total cost including a 20% contingency is \$227,010.44.

Discussion: Council Member Tabernick thanks Mr. Claussen for putting the account information and the fund balance in the backup material.

Committee Chairman Cunningham stated that this is the second project with a lower contract price than before. Is there a trend of prices coming down? Mr. Claussen responded that more contractors are interested in bidding than before, which is a good sign of things to come.

Motion: It was moved by Council Member Tabernick, seconded by Council Member Brown, to recommend approval of a contract award IFB #081023E, Bluffton Parkway Pathway Project, to First Construction Center.

The Vote – The motion was approved without objection.

(Items 15-18 were handled together)

15. RECOMMEND APPROVAL TO PURCHASE A MOWER MAX WITH FRONT LIFT AND BOOM ATTACHMENTS FOR THE PUBLIC WORKS DEPARTMENT- ROADS AND DRAINAGE DIVISION

The purchase of a new Mower Max is to replace a 2004 John Deere 7220 Farm Tractor with a boom arm that has 4,334 hours. The Mower Max includes a mulching head, boom, and front lift attachment. This piece of equipment can be used in numerous facets and is essential to a more effective and productive operation for the Roads and Drainage Division to maintain County rights of way and roadside systems. A quote has been provided from ATMAX, the sole source, in the amount of \$276,786.29. The funding source for this item was approved in the FY2024 budget meeting for Public Works account number 10401301-54000.

16. RECOMMEND APPROVAL TO PURCHASE A BUCKET TRUCK UNDER STATE CONTRACT #060920 (DODGE RAM 5500 4X4 CUMMINS DIESEL TEREX LT40) FOR TRAFFIC OPERATIONS

A quote has been provided from Custom Truck One Source. This is on Source Well Contract # 060920, in the amount of \$162,299. The funding source for this item was approved in the FY24 budget for Public Works. Account number 10401301-54000.

17. RECOMMEND APPROVAL TO PURCHASE A DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT THROUGH THE SOURCE WELL CONTRACT #060920- ROADS AND DRAINAGE DIVISION

The purchase of a new dump truck is to replace a 2004 dump truck with 252,480 miles. The standard replacement schedule is for 10 years/120,000 miles. A quote has been provided from Peterbilt. This is on Source Well Contract # 060920, in the amount of \$253,143.00. The funding source for this item was approved in the FY24 budget for Public Works account number 10401301-54000.

18. RECOMMEND APPROVAL TO PURCHASE FOUR REPLACEMENT AMBULANCES FOR BEAUFORT COUNTY EMS DEPARTMENT

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

<https://beaufortcountysc.new.swagit.com/videos/270338>

In FY 2022, two ambulance remounts were approved in the budget and ordered from HGAC Buy Cooperative. In FY 2023, two new ambulances were approved in the budget and ordered from the same vendor. As of the start of FY 2024, none of the four ordered ambulances had been built nor delivered to the county. Recently, the EMS department was notified by HGAC Buy Cooperative that four new ambulances were made available due to a canceled order from another entity. The EMS department has confirmed that the four new ambulances meet the specifications of those previously ordered and would be a suitable replacement. The vendor has confirmed that if we accept the four new ambulances, the county can cancel the two previous orders at no charge. Since the FY22 books have been closed, the allocated funds will be returned to the General Fund if the order is canceled. The funds for the FY 23 order have been rolled forward to the FY 24 budget. In the FY 24 Capital Fund, \$1,203,000 was budgeted for EMS ambulance purchases. Between the FY 23 rollover funds and the FY 24 Capital funds, there is sufficient funding to purchase the four ready-to-go ambulances. FY 23 account # 10001230-54000 via PO 20220701 (Balance of \$310,878). FY 24 account # 10401230-54000, EMS Vehicle Purchase (balance of \$1,203,000) Total cost: \$259,996.00 each x 4 ambulances = \$1,039,984.

Motion: It was moved by Council Member Passiment, seconded by Committee Vice Chair Bartholomew, to vote on items 15 through 18 as a package.

Assistant County Administrator, Infrastructure Jared Fralix, briefed the council on items 15-18. All these purchases come from the Capital Improvement Project Fund. About 22 million dollars were in the budget but didn't have the exact balance. Item 15: The Mower Max is replacing a 2004 John Deere Tractor. The John Deere Tractor has over 4,300 hours and is due for a replacement. Item 16: Currently, there are two bucket trucks for traffic operations. One is newer, and the other that is being replaced is a 2008 bucket truck with 128,000 miles on it that has recently failed a safety inspection. The new bucket truck is \$162,299. Item 17: This dump truck for roads and drainage is to replace a 2004 truck with 252,000 miles on it. The contract is with Peterbilt and will be \$253,143. Item 18: four replacement ambulances. In 2022 two replacement remount ambulances were approved in the budget, and an order was placed with HGAC, which has not been received yet. In 2023, two new ambulances were ordered from the same vendor. By FY 24, none of the orders had been built or delivered. The vendor recently reached out to the EMS department and said they had four new ambulances ordered from another entity that have been canceled and offered to the department. Those four new ambulances meet the specifications and requirements needed. The EMS Department can take ownership of the four new ambulances right away and cancel the four previous orders that haven't been fulfilled at no cost.

Discussion: Committee Vice-Chair Bartholomew asked the cost to repair instead of replacing the RAM 5500 was known. Mr. Fralix stated that it was beyond repair. Committee Vice-Chair Bartholomew asked if the new truck was going to be an addition to the old truck. Mr. Fralix mentioned that those were the intentions but with the failed safety inspection, the old truck will be used as surplus. In the future, the goal is to have one extra, keeping one North and one South.

Council Member Tabernik thanked Mr. Fralix for providing information and pictures of the Mower Max. With the dump truck, the average life of the truck is 10 years/100,000 miles. The one that is being replaced should have been replaced in 2014 and had double the mileage, so this should show the public how well we are using the funds for this. Mr. Fralix also mentioned that the older and more wear and tear this truck has, the more expensive it is to repair it.

Council Member Howard asked if the dump truck was funded by stormwater or the general fund. Mr. Fralix said that all the funding comes from the general fund, and the dump truck is for roads and drainage. Council Member Howard stated at the last stormwater meeting that there were 20 vacancies. Mr. Fralix said that Public Works all together has 49 vacancies, which is a 25%-30% vacancy rate.

Committee Chairman Cunningham appreciates given the impact and where they are coming from, glad some of it is getting cleaned up. And thanks to Sarah, Clerk to Council, for putting the images on the screen so the council could see exactly what was being purchased and for the runback on TV as well.

The Vote – The motion was approved without objection.

EXECUTIVE SESSION

19. **PURSUANT TO S.C. CODE SECTIONS 30-4-70(A)(2) AND (A)(1) TO RECEIVE LEGAL ADVICE COVERED BY THE ATTORNEY-CLIENT PRIVILEGE RELATING TO THE APPOINTMENT OF PERSONS TO A PUBLIC BODY AND DISCUSSION OF THE APPOINTMENTS OF SUCH PERSONS (2024 SUPER PENNY ADVISORY BOARD)**
20. **PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATED TO THE POTENTIAL PURCHASE OF REAL PROPERTY AND/OR POTENTIAL CONDEMNATION LITIGATION (SHEPPARD, CAUSEY WAY, AND DOCK BUILDERS DRIVE)**

Motion: It was moved by Council Member Passiment, seconded by Committee Vice Chair Bartholomew, to enter into executive session.

The Vote – The motion was approved without objection.

(2:52 – 3:23)

21. **MATTERS ARISING OUT OF EXECUTIVE SESSION**

No matters arising out of the executive session.

22. **ADJOURNMENT**

Adjourned: 3:24PM

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Discussion: Law Enforcement Officer (LEO) Services at the Hilton Head Island Airport
MEETING NAME AND DATE:
Public Facilities & Safety Committee – October 23, 2023
PRESENTER INFORMATION:
Jon Rembold, Airports Director 10 minutes
ITEM BACKGROUND:
49 CFR 1542, Sections 215 and 217 define the requirements for LEO support at commercial service airports. Beaufort County Sheriff's Office has provided LEO services at the airport since at least 2013. Hilton Head Island Airport (HXD) has paid BCSO for these services dating back to at least 2013. 6/19/23, Chief Hatfield informed the airport that the BCSO would not provide LEO services after 12/31/23
PROJECT / ITEM NARRATIVE:
The preferred outcome is for the BCSO to continue to provide LEO services and to continue their outstanding public relations at the airport. They provide much more than tangible security. Private security <i>can</i> be hired to provide the LEO services. A Request for Qualifications process would require 3-4 months including contract award. After that time, the winning firm would need to advertise for personnel, screen, hire, and train them to the Federal requirements. One large, locally-represented firm has already indicated a reluctance to bid on this due to the potential liability of being the cause of a temporary cessation of airline service if there was a gap in coverage.
FISCAL IMPACT:
Current cost: \$120,000 annually This service is required because of the presence of commercial airlines. The recently approved cost recovery model now allows the airport to recover the cost of these LEO services from the air carriers.
STAFF RECOMMENDATIONS TO COUNCIL:
This is a discussion item.
OPTIONS FOR COUNCIL MOTION:
This is a discussion item.

This content is from the eCFR and is authoritative but unofficial.

Title 49 –Transportation

Subtitle B –Other Regulations Relating to Transportation

Chapter XII –Transportation Security Administration, Department of Homeland Security

Subchapter C –Civil Aviation Security

Part 1542 –Airport Security

Subpart C –Operations

Authority: 49 U.S.C. 114, 5103, 40113, 44901–44905, 44907, 44913–44914, 44916–44917, 44935–44936, 44942, 46105.

Source: 67 FR 8355, Feb. 22, 2002, unless otherwise noted.

§ 1542.215 Law enforcement support.

- (a) In accordance with § 1542.217, each airport operator required to have a security program under § 1542.103(a) or (b) must provide:
 - (1) Law enforcement personnel in the number and manner adequate to support its security program.
 - (2) Uniformed law enforcement personnel in the number and manner adequate to support each system for screening persons and accessible property required under part 1544 or 1546 of this chapter, except to the extent that TSA provides Federal law enforcement support for the system.
- (b) Each airport required to have a security program under § 1542.103(c) must ensure that:
 - (1) Law enforcement personnel are available and committed to respond to an incident in support of a civil aviation security program when requested by an aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.
 - (2) The procedures by which to request law enforcement support are provided to each aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.

This content is from the eCFR and is authoritative but unofficial.

Title 49 –Transportation

Subtitle B –Other Regulations Relating to Transportation

Chapter XII –Transportation Security Administration, Department of Homeland Security

Subchapter C –Civil Aviation Security

Part 1542 –Airport Security

Subpart C –Operations

Authority: 49 U.S.C. 114, 5103, 40113, 44901–44905, 44907, 44913–44914, 44916–44917, 44935–44936, 44942, 46105.

Source: 67 FR 8355, Feb. 22, 2002, unless otherwise noted.

§ 1542.217 Law enforcement personnel.

- (a) Each airport operator must ensure that law enforcement personnel used to meet the requirements of § 1542.215, meet the following qualifications while on duty at the airport—
 - (1) Have arrest authority described in paragraph (b) of this section;
 - (2) Are identifiable by appropriate indicia of authority;
 - (3) Are armed with a firearm and authorized to use it; and
 - (4) Have completed a training program that meets the requirements of paragraphs (c) and (d) of this section.
- (b) Each airport operator must ensure that each individual used to meet the requirements of § 1542.215 have the authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located—
 - (1) A crime committed in the presence of the individual; and
 - (2) A felony, when the individual has reason to believe that the suspect has committed it.
- (c) The training program required by paragraph (a)(4) of this section must—
 - (1) Meet the training standard for law enforcement officers prescribed by either the State or local jurisdiction in which the airport is located for law enforcement officers performing comparable functions.
 - (2) Specify and require training standards for private law enforcement personnel acceptable to TSA, if the State and local jurisdictions in which the airport is located do not prescribe training standards for private law enforcement personnel that meets the standards in paragraph (a) of this section.
 - (3) Include training in—
 - (i) The use of firearms;
 - (ii) The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;
 - (iii) The responsibilities of law enforcement personnel under the security program; and
 - (iv) Any other subject TSA determines is necessary.

- (d) Each airport operator must document the training program required by paragraph (a)(4) of this section and maintain documentation of training at a location specified in the security program until 180 days after the departure or removal of each person providing law enforcement support at the airport.



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance to approve a lease agreement between Beaufort County and Beaufort Flight Training
MEETING NAME AND DATE:
Public Facilities and Safety Committee; October 23, 2023
PRESENTER INFORMATION:
Steve Parry; Deputy Airports Director 3 minutes
ITEM BACKGROUND:
<p>Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Beaufort Flight Training (BFT) has operated from this office for several years, producing revenue. When Beaufort County formalized the standard lease rates for North and South of the Broad, the airport addressed the lease rate and drafted an updated lease agreement to meet County standards.</p> <p>The DRAFT lease and legal review - approved by Legal on Sep 22, 2023.</p> <p>Beaufort County Airports Board (BCAB) - recommended approval on October 19, 2023. Public Notice was published in the Sunday, October 8, 2023, edition of <i>The Beaufort Gazette</i> and <i>The Island Packet</i>.</p>
PROJECT / ITEM NARRATIVE:
Beaufort Flight Training (BFT) is a flight training business operating at Beaufort Executive Airport. BFT has expressed a desire to lease an available office space at Beaufort Executive Airport.
FISCAL IMPACT:
<p>Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$437.25. The monthly base lease payments were calculated using Beaufort County’s approved, North of the Broad lease rates of \$19.80 per sf. The space totals 265 sf. (265 sq ft x \$19.80/12)</p> <p>Annual Expected Revenue: \$5247.00</p> <p>The lease rates are in accordance with current Beaufort County lease policies.</p>
STAFF RECOMMENDATIONS TO COMMITTEE:
Staff recommends approval of an ordinance to approve the lease agreement between Beaufort County and Beaufort Flight Training.
OPTIONS FOR COMMITTEE MOTION:
<p>Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Beaufort Flight Training.</p> <p>Move forward to Council for Approval on November 13, 2023</p>

ORDINANCE 2023/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND BEAUFORT FLIGHT TRAINING

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

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

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

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

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

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

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

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

4.4 *Tenant Improvements, Alterations, and Restorations.*

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

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

Landlord Initials _____ Tenant Initials _____

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

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

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

V. DESTRUCTION OR DAMAGE

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

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

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

Landlord Initials _____ Tenant Initials _____

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

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

VI. ASSIGNMENT AND SUBLETTING

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

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

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

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

VIII. DEFAULT

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

Landlord Initials _____ Tenant Initials _____

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

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

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

Landlord Initials _____ Tenant Initials _____

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

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

Landlord Initials _____ Tenant Initials _____

Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

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

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

XI. INSURANCE LIABILITY AND INDEMNIFICATION

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

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

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

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

XII. MISCELLANEOUS PROVISIONS

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

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

Landlord Initials _____ Tenant Initials _____

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

AS TO TENANT: _____

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

Landlord Initials _____ Tenant Initials _____

12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance to approve a lease agreement between Beaufort County and Tim Verroi
MEETING NAME AND DATE:
Public Facilities and Safety Committee; October 23, 2023
PRESENTER INFORMATION:
Steve Parry; Deputy Airports Director 3 minutes
ITEM BACKGROUND:
Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Mr. Tim Verroi has leased this office for several years. When Beaufort County formalized the standard lease rates for North and South of the Broad, the airport addressed the lease rate and drafted an updated lease agreement to meet County standards. The DRAFT lease and legal review - approved by Legal on Sep 22, 2023. Beaufort County Airports Board (BCAB) - recommended approval on October 19, 2023. Public Notice was published in the Sunday, October 8, 2023, edition of <i>The Beaufort Gazette</i> and <i>The Island Packet</i> .
PROJECT / ITEM NARRATIVE:
Tim Verroi is an aircraft owner and frequent user of the airport. He has expressed a desire to continue leasing the office space at Beaufort Executive Airport.
FISCAL IMPACT:
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$145.20. The monthly base lease payments were calculated using Beaufort County’s approved, North of the broad lease rates of \$19.80 per sf. The space totals 88 sf. (88 sq ft x \$19.80/12) Annual Expected Revenue: \$1742.40 The lease rates are in accordance with current Beaufort County lease policies.
STAFF RECOMMENDATIONS TO COMMITTEE:
Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Tim Verroi.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Tim Verroi. Move forward to Council for Approval on November 13, 2023

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

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

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

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

Assigned Room number: 101 Total square feet: 88

II. TERM

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

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

III. RENTAL PAYMENT

3.1 Payment of Rent. Tenant shall pay to Landlord One Hundred Forty-Five dollars and Twenty cents (**\$145.20**) (total square feet x **\$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

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

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

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

3.4 Triple Net Lease. The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements

Landlord Initials _____ Tenant Initials _____

constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

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

4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

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

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

4.4 *Tenant Improvements, Alterations, and Restorations.*

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

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

4.4.3 *Cost of Improvements.* Tenant’s Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense,

Landlord Initials _____ Tenant Initials _____

including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

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

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

V. DESTRUCTION OR DAMAGE

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

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

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

5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice.

Landlord Initials _____ Tenant Initials _____

Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

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

VI. ASSIGNMENT AND SUBLETTING

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

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

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

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

VIII. DEFAULT

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

(a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.

Landlord Initials _____ Tenant Initials _____

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

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

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

Landlord Initials _____ Tenant Initials _____

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

Landlord Initials _____ Tenant Initials _____

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

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

XI. INSURANCE LIABILITY AND INDEMNIFICATION

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

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

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

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

XII. MISCELLANEOUS PROVISIONS

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

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

Landlord Initials _____ Tenant Initials _____

Beaufort, SC 29901

AS TO TENANT:

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

Landlord Initials _____ Tenant Initials _____

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2023/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND TIM VERROI

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

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

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

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

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

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Resolution to accept the recommendations from the US 278 Corridor Project Joint Independent Review performed by CBB and authorization for the Interim County Administrator to send correspondence to Town of Hilton Head requesting their municipal consent for the project
MEETING NAME AND DATE:
Public Facility and Safety Committee, October 23, 2023
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Infrastructure 10 minutes
ITEM BACKGROUND:
In the spring of 2021, an independent study was authorized and initiated to review the current design and design assumptions used to develop the project. Following the independent study in July 2021, the preferred alternative was presented at a public hearing. Due to comments from citizens and from the Town, the preferred alternative was modified to reflect some of the requested changes. The modified preferred alternative was presented at a follow-up public information meeting in March of 2022. Following this presentation, additional project concerns were presented and an additional independent review was requested. To ensure that the County and Town work together to move the project forward, a MOU was drafted and approved by both parties in October 2022 that detailed the steps to move the project forward. A solicitation was drafted and advertised for an additional joint independent study to review the project. CBB, a firm from St. Louis, MO that had never previously worked in SC, was deemed the qualified proposer and awarded the project. CBB commenced their work in March 2023 under the direction of joint staff committee and completed their study and report in September 2023.
PROJECT / ITEM NARRATIVE:
CBB made a presentation of the study and the report to both the County and the Town. A presentation was made to the County Public Facilities and Safety Committee on 9/25/23 and to the Town Council meeting on 10/17/23. At this time, all ten of the commitments listed in the MOU between the County and Town have been addressed.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that County Council accept the recommendations to the Joint Independent Study as produced by CBB. Additionally, as all ten of the commitments of the agreed upon MOU have been addressed, the County send correspondence to the Town seeking their municipal consent to move the project forward.
OPTIONS FOR COUNCIL MOTION:
Council may choose to deny/approve/or approve with comments the recommendations of the Joint Independent Study as presented by CBB.

Additionally, Council may choose to request the municipal consent for the project from the Town at this time or choose to delay the request to the Town for a later date.

RESOLUTION NO. 2022-28

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A REVISED MEMORANDUM OF AGREEMENT WITH BEAUFORT COUNTY, SOUTH CAROLINA CONCERNING THE WILLIAM HILTON PARKWAY GATEWAY CORRIDOR PROJECT AND ADAPTIVE TRAFFIC SIGNAL IMPROVEMENTS.

WHEREAS, the U.S. Highway 278 corridor runs from I-95 to and throughout the Town of Hilton Head Island, and is both an economic generator and necessity for transportation; and

WHEREAS, the William Hilton Parkway Gateway Corridor Project (the "Project") is a Beaufort County project and is part of the programs funded by the 2018 sales tax that was authorized by the public in a referendum; and

WHEREAS, the synchronization of adaptive traffic signals on U.S. Highway 278 is essential to the public safety and traffic control; and

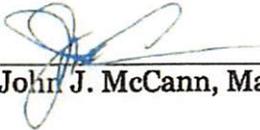
WHEREAS, the Project will have a substantial impact on the citizens and visitors of the Town of Hilton Head Island; and

WHEREAS, the Town of Hilton Head Island and Beaufort County desire to undertake improvements to U.S. Highway 278 and install adaptive traffic signals thereon; and

WHEREAS, the Town Council hereby finds that the execution of the revised Memorandum of Agreement is in the best interest of the Town of Hilton Head Island.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA That the Town Council hereby authorizes the Town Manager to enter into an agreement materially consistent with the revised Memorandum of Understanding from Beaufort County for the purpose of coordinating and implementing the William Hilton Parkway Gateway Corridor Project and installation of adaptive traffic signals on U.S. Highway 278.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS 4TH DAY OF OCTOBER, 2022.



John J. McCann, Mayor

ATTEST:



Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM


Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
 TOWN OF HILTON HEAD ISLAND)

**MEMORANDUM OF AGREEMENT FOR THE
 WILLIAM HILTON PARKWAY GATEWAY/US
 278 CORRIDOR PROJECT AND ADAPTIVE
 SIGNAL IMPROVEMENTS**

THIS MEMORANDUM OF AGREEMENT is made and entered into this 21 day of October 2022 by and between Beaufort County, South Carolina (the "County"), and The Town of Hilton Head Island, South Carolina (the "Town").

WHEREAS, the William Hilton Parkway Gateway/US 278 Corridor Project, referred to herein as the "Project", is a Beaufort County Project and is part of the programs funded by the 2018 sales tax; and

WHEREAS, a portion of the Project is located within the corporate limits of the Town, which impacts the citizens and visitors of the Town of Hilton Head Island, will provide for safer public transportation; and

WHEREAS, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

WHEREAS, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), and at the request of the Town, the County hired a design engineer, HDR, to perform an Independent Review of the project. In addition to the Independent Review, the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and

WHEREAS, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and

WHEREAS, based upon comments received from the public and from the Town, the Project plans were updated, and a modified preferred alternative was presented at a public information meeting held on March 3, 2022; and

WHEREAS, there have been several comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and have requested an additional Independent Review be conducted to evaluate community impacts to include areas that lie outside of the Project limits and provide design modification recommendations that will otherwise enhance the Project; and

WHEREAS, the County and the Town have determined that an Independent Review (the "Independent Review") must be performed by a consultant in material conformance with the Scope of Work (the "Scope of Work") set forth on Exhibit A attached hereto; and

WHEREAS, the William Hilton Parkway/US 278 Corridor, extending from Interstate 95 (I-95) to Sea Pines Circle, is of regional importance to the County and the Town to facilitate trade and commerce throughout the region; and

WHEREAS, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and

WHEREAS, there are many SCDOT-owned signals along the corridor that are managed and maintained by the County and the Town through various signal maintenance agreements with SCDOT; and

WHEREAS, the Town has funds budgeted in its Capital Improvement Plan for Fiscal Year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and

WHEREAS, the County and Town desire to make traffic signal improvements along the entire William Hilton Parkway/US 278 Corridor to increase safety and capacity through the synchronization of "Adaptive Traffic Signals."; and

WHEREAS, any and all future signal projects, including those signals within the William Hilton Parkway Gateway/US 278 Corridor Improvement Project, are to be fitted with the same technologies to ensure they are synchronized with the other signals.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the County and the Town hereby agree as follows:

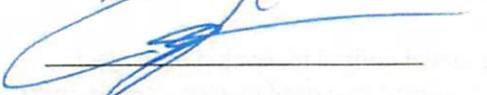
1. The County and the Town agree to advance the Project in a cooperative manner for the entire duration of the Project.
2. The County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations approved by Town Council on October 12, 2021 (as set forth in Exhibit B) (the "Recommendations") and further agree that one bridge will be designed and constructed for the Project.
3. The County will procure an Independent Consultant (the "Independent Consultant"), (i.e. – one that does not have a previous or current contractual relationship with SCDOT, the County, or the Town) to perform an additional Independent Review of the project. This Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits to include additional intersections materially consistent with the Scope of Work set forth in Exhibit A.
4. The County and the Town will establish a committee (the "Committee") to select the Independent Consultant through a competitive bid process. The following County representatives shall sit on the Committee: (a) the County Administrator or his designee (b) the Assistant County Administrator for Infrastructure; (c) and the County Transportation Program Manager Consultant. The following Town representatives shall sit on the Committee: (d) the Town Manager or his designee; (e) the Assistant Town Manager of Community Development; and (f) the Town Engineer.
5. All recommendations from the Independent Review for areas within the project boundary will be considered for inclusion in the project. The County and Town agree to pursue the "Finding of No Significant Impacts" (FONSI) from the Federal Highway Administration concurrent with the Independent Review. If any findings from the Independent Review affect environmental documents submitted for the FONSI, those recommendations will be considered, and the environmental documents will be updated and resubmitted as agreed upon by the County and the Town.
6. The County and the Town, as required as part of the NEPA process, will coordinate with SCDOT to perform a value engineering of the project to identify and eliminate unwanted costs, and improve function and quality, as well as to optimize initial and long-term investment, ultimately seeking the best value for the lowest cost.
7. The County and the Town mutually agree to work together, along with SCDOT and Lowcountry

Area Transportation Study (LATS), to design, implement and maintain a connected and synchronized signal system along the entire length of the William Hilton Parkway/US 278 Corridor from I-95 to Sea Pines Circle. The synchronized system will include fiber connectivity, Adaptive Signal technologies and other tools to help maximize flow. The County and the Town mutually agree to work together to seek funds necessary to acquire and implement the proposed improvements.

- 8. Any signal improvements from the synchronization project which are not already installed within the corridor prior to the construction of the Project, will be incorporated as such.
- 9. This Agreement does not provide the Town's municipal consent. Such consent may be provided by the Town Council after the Independent Review has been evaluated by the Town and County and before the right-of-way acquisition phase of the Project begins. Municipal consent by the Town will not be unreasonably withheld.
- 10. The County and the Town agree that the Independent Review will be the last and final study needed for the Town to make a final decision related to the Project.

IN WITNESS WHEREOF, Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, by their authorized officers, have executed the within memorandum on this ____ day of October 2022.

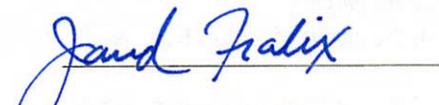
WITNESSES:

TOWN OF HILTON HEAD ISLAND


 Title: Town Manager

WITNESSES:




BEAUFORT COUNTY

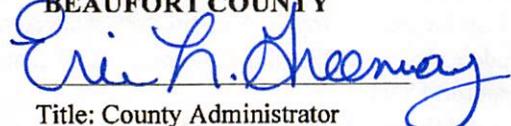

 Title: County Administrator

EXHIBIT A

US 278 Corridor Project – Independent Review Scope of Services

Task 1: Project Initiation and Coordination:

- Initial HHI, Beaufort County, and Independent Consultant
- Biweekly project discussions with County and Town Staff
- Review meeting with representations of Beaufort County, Town of Hilton Head Island, SCDOT and the existing design consultants on prior work performed
- Monthly update meetings with Town Manager and County Administrator
- Review and define the study area
- Perform a site visit/field review
- Understand the Town of Hilton Head Island's concern with the proposed concept and existing model
- Identify what has already been completed for the project

Task 2: Model and Recommended Concept Review:

Review previous models and concept recommendations

- Review assumptions contained within the model – Daily Hour, Land Use, & other input variables
- Review data collection approach and study area
- Review model outputs and subsequent recommendations for intersection operations and bridge concepts

Model Review and Concept Review Memo

- Compile findings into a Summary Review Memo, identifying primary findings and recommendations for improvement

Task 3: Updating Model & Operational Updates

Model and Operational Analysis Updates

- The model updates will be based on the version of the LATS model utilized to develop the project
- Confirm that the base traffic demand model accurately takes into trips generated by visitor traffic, mass transit traffic, and traffic demand from redevelopment of existing Island parcels
- Update the model based on findings in Task 2 and coordination with the Town of Hilton Head & Beaufort County
- Expand the model and study area to include the following signalized intersections and merge points east of Spanish Wells Road
 - US 278 merge with Cross Island Pkwy
 - US 278 Bus (William Hilton Pkwy) at Gum Tree Road
 - US 278 Bus (William Hilton Pkwy) at Wilborn Road/Jarvis Park Road
 - US 278 Bus (William Hilton Pkwy) at Pembroke Drive/Museum Street
 - US 278 Bus (William Hilton Pkwy) at Indigo Run Drive/Whooping Crane Way
 - US 278 (Palmetto Bay Road) at Point Comfort Road/Arrow Road
 - Palmetto Bay Road at Target Road
 - US 278 Bus (William Hilton Pkwy) at Palmetto Bay Road (Sea Pines Circle)
- Expand the model and study area to include the following signalized intersection and merge point west of Moss Creek Drive
 - Bluffton Parkway and Buckingham Landing Road (on Mainland)
- Traffic counts for the study area intersections will be obtained from the Town of Hilton Head Island
- Any additional counts not available from the Town of Hilton Head or SCDOT shall be assumed counts that will need to be collected

- Ensure the model includes most recent traffic data that reflects the toll removal on the Cross Island Parkway
- Generate model outputs for study area with new assumptions and volumes & analyze operations in Synchro/VISSIM
- Evaluate how Adaptive Traffic Signals could impact the traffic flow and average travel times along the corridor at peak times as well as other periods. The Town and County are expected to implement Adaptive Signals on the William Hilton Parkway/US 278 Corridor from I-95 to Sea Pines Circle. Answer questions related to potential for downstream impacts
- Evaluate opportunities to achieve operational efficiency by maintaining four lanes (two lanes in each direction) between the Windmill Harbour and Squire Pope Road intersections with William Hilton Parkway. These include system improvements that result from Intelligent Traffic Systems and other operational adjustments that may provide improved efficiency in the system
- Coordinate and refine recommendations with the Town of Hilton Head Island and Beaufort County
- Participate in meetings as directed by the Town of Hilton Head Island and Beaufort County

Task 4: Proposed Intersection Improvements & Potential Future Projects

- Evaluate the safety for bicycle and pedestrians within the original Project Study Area from Moss Creek to Spanish Wells Road and make recommendations on ways to improve the safety of the proposed intersections
- Identify potential modifications to the proposed intersection designs of the preferred alternative within the original Project Study Area from Moss Creek to Spanish Wells Road that deliver the same (or better) expected operational level within the same (or smaller) footprint of the currently planned project. Include estimated increased or decreased costs for the potential modifications to the intersection designs. Potential modifications that increase the Project footprint and impacts to the human and natural environment should be excluded
- Based on the findings of Task 3 for intersections outside of the original project study area, develop alternatives to improve operations in the future
- Evaluation should include traffic improvements (LOS, delay, etc.) as well as anticipated project costs and known impacts or concerns with the alternatives
- Assume up to 3 alternatives for each impacted intersection area evaluated
- Develop a Summary of Recommendations for review by the Town of Hilton Head Island and Beaufort County that can be utilized to secure future funding for improvements beyond the Project Study Area

Task 5: Draft and Final Report

- Compile model updates, operational analysis, and findings into a report for review and discussion with Beaufort County and Town of Hilton Head Island staff
- Finalize elements into draft and final reports, including executive summaries and recommendations
- Presentation of final findings to both County Council and Town Council for endorsement/adoption by both Councils
- Submit final report electronically

EXHIBIT B

Town Approved Recommendations - Gateway Corridor Project - October 12, 2021

CORRIDOR-WIDE RECOMMENDATIONS

1. Reduce lane widths to 11' to calm traffic & reduce property impacts.
2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas.
3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics.
4. Take advantage of Town-owned property for sake of Parkway improvements.
5. Utilize ITS smart signal technology throughout.
6. Reduce curb cuts & provide for alternative/safer property access throughout.
7. Provide trails on both sides of Parkway where possible with sufficient separation from road and in lieu of sidewalks.
8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians.
9. Open/encourage views to the water wherever possible, as a part of the Island's "signature".
10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others.
11. Reduce design & posted speeds throughout the corridor.
12. Evaluate the island-wide transportation system.

ZONE-SPECIFIC RECOMMENDATIONS

13. Encourage Moss Creek area improvements (*commercial redevelopment, access/roadway improvements, trail connections*).
14. Establish "Gateway Experience" threshold at west end of Mackay Creek bridges (*landscape, island "icon", art, lighting*).
15. Reduce bridge mass with two separate bridges and Shared-Use Path on south side of eastbound bridge.
16. Reduce bridge lane width to 11', reduce shoulder width on left, only one breakdown lane on right.
17. Provide 14' minimum width non-motorized lane on bridge with multiple viewing areas and protection/screening of vehicles.
18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms).
19. Consolidate Jenkins Island access to one signalized location at C. Heinrichs/Windmill Harbor Entrance.

20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney.
21. Eliminate confusing SCOOT U-turns.
22. Eliminate left turns and traffic introduction onto Old Wild Horse.
23. Create new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage.
24. Consider a new Visitors Center as a part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings.

ADDITIONAL POLICY RECOMMENDATIONS

25. Create a Stoney-authored vision plan for the next generation of that neighborhood.
26. Create and professionally staff a Development Corporation as a vehicle for Stoney Advancement.

Responses to Town of Hilton Head Island Recommendations

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John McCann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

Corridor Wide

1. Reduce lane widths to 11' to calm traffic & reduce property impacts

Preliminary Response: Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

Additional Response: During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

2. Eliminate raised curbs in medians wherever possible to encourage existing vegetation and natural drainage in these areas

Preliminary Response: Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

Additional Response: Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics

Preliminary Response: Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

Additional Response: The meandering of the roadway is estimated to increase project cost by approximately \$1.5M and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area

wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

4. Take advantage of Town-owned property for sake of Parkway improvements

Preliminary Response: Agreement on this item and was part of the SIB application.

Additional Response: Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

5. Utilize ITS smart signal technology throughout

Preliminary Response: Agreement on this item. It is already part of the current project scope.

Additional Response: Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCOOT

6. Reduce curb cuts and provide for alternative/safer property access throughout

Preliminary Response: Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

Additional Response: Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

7. Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks

Preliminary Response: No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill Harbor to the shared use path underpass west of the Windmill Harbor entrance.

Additional Response: No additional comments.

8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians

Preliminary Response: Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

Additional Response: The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-

owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCOOT or SIB funding)

9. Open/encourage views to the water wherever possible, as part of the Island's "signature"

Preliminary Response: Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

Additional Response: This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others

Preliminary Response: Agreement that this element should be Town driven through its CIP Program.

Additional Response: The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

11. Reduce design & posted speeds throughout the corridor.

Preliminary Response: The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

Additional Response: The posted speed will need to be discussed with the SCOOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCOOT District office.

12. Evaluate the island-wide transportation system.

Preliminary Response: Agreement this is an effort that will be handled locally

Additional Response: No additional comments.

Zone specific recommendations

13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)

Preliminary Response: Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

Additional Response: County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)

Preliminary Response: Okay through coordination of County & Town

Additional Response: Not eligible for SCOOT or SIB Funding

15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge

Preliminary Response: SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

Additional Response: The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge

Preliminary Response: The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

Additional Response: The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles

Preliminary Response: Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

Additional Response: The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town, but the County does not have the extra funds to support the addition.

18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms}

Preliminary Response: Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

Additional Response: This has potential schedule implications, but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance

Preliminary Response: Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

Additional Response: No additional response.

20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney

21. Eliminate confusing SCDOT U-turns

22. Eliminate left turns and traffic introduction onto Old Wild Horse Road

Preliminary Response: This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCOOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

Additional Response: Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB

Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

23. Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage

24. Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings

Preliminary Response: This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts, takes, or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

Additional Response: The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

25. Create a Stoney-authored vision plan for the next generation of that neighborhood

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Response: As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

26. Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Response: The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.

RESOLUTION 2023/

A RESOLUTION TO ACCEPT THE RECOMMENDATIONS FROM THE US 278 CORRIDOR PROJECT JOINT INDEPENDENT STUDY AS PERFORMED BY CBB AND AUTHORIZATION FOR THE INTERIM COUNTY ADMINISTRATOR TO SEND CORRESPONDENCE TO TOWN OF HILTON HEAD REQUESTING THEIR MUNICIPAL CONSENT FOR THE PROJECT

WHEREAS an independent study of the to-date engineered plans for the project was commissioned and completed in April 2021; and

WHEREAS on July 22, 2021, a public hearing for the project was held and the preferred alternative was presented; and

WHEREAS based on comments received from the public as part of the public hearing and specific comments from the Town as prepared by their consultant MKSK, changes were made to the project plans and a modified, preferred alternative was presented at follow-up public information meeting held on March 3, 2022; and

WHEREAS following the follow-up public information meeting in March of 2022, additional project concerns were raised and by the Town requested that an additional joint, independent study be commissioned to review the design of the project thus far; and

WHEREAS in addition to requesting another independent study, a MOU was drafted and agreed upon on October 21, 2022, between the County and the Town that addressed 10 specific action items that the two entities would take to move the project forward; and

WHEREAS the joint independent study was advertised at the end of 2022 and commissioned in March of 2023; and

WHEREAS under the direction of a joint staff committee, the consultant, CBB, completed the study in September 2023; and

WHEREAS CBB made a presentation of the study and report to the County Public Facilities and Safety Committee on September 25th, 2023, and to Town Council on October 17th, 2023; and

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, that:

1. County Council adopts the recommendations of the Joint Independent Study for the US 278 Corridor Project as prepared and presented by CBB dated September 2023.
2. Having addressed all 10 items of the above-referenced MOU between the County and Town for the project, the Interim County Administrator is authorized and directed to send correspondence to the Town of Hilton Head seeking their municipal consent for the project.

Adopted this 23RD day of October 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of award IFB# 092823 – Alljoy Boat Landing Repairs (R.L. Morrison & Sons, Inc.) (\$534,730.00)
MEETING NAME AND DATE:
Public Facilities Committee Meeting – October 23, 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes)
ITEM BACKGROUND:
In the spring of 2022, it was observed during a routine Public Works inspection that an existing piling was damaged and slightly bent. The Public Works Dept. continued to monitor the dock to ensure it was safe to use. In the fall of 2022, funding was available through A/H Tax grants. Marine engineer was secured for the creation of plans and specifications for bidding purposes. The bid was advertised in the summer of 2023 with a bid opening in September.
PROJECT / ITEM NARRATIVE:
Per IBF# 092823 – The contractor will install a new 188 foot “L” sectional dock consisting of nine 8 foot by 20 foot floating dock sections, which be manufactured out of aluminum, floating dock section which shall have treated wooden siding and bumper rails, and pilings to be constructed of concerted and fitted with plastic cone caps.
FISCAL IMPACT:
The project cost is funded by a Hospitality Tax Grant (20020021-54124) in the amount of \$534,730.00. The ATAX funding source has a balance of (\$1,092,017.00).
STAFF RECOMMENDATIONS TO COUNCIL:
Public Works Director recommends the award of IFB# 092823 - Alljoy Boat Landing Repairs to R.L. Morrison & Sons, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to either accept/deny the recommendation of award for Alljoy Boat Landing Repairs. <i>Next Steps – Execute contract with R.L. Morrison & Sons, Inc.</i>

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 12.



Project Name:	Alljoy Boat Landing Repair
Project Number:	IFB 092823
Project Budget:	
Bid Opening Date:	28-Sep-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price
L-J Inc.	X	X	X	No	X	No	\$ 562,107.00
RL Morrison & Sons Inc.	X	X	X	X	Self Performing	Self Performing	\$ 534,730.00

Contractor Not Self Performing. Did not show Good Faith Effort

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

David L. Thomas
Bid Administrator Signature

Victoria Moyer
Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:
Recommend Approval of Contract Award to O’Quinn Marine Construction for RFP #090723 Whitehall Phase 2 Design-Build Construction Services (\$250,000)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – October 23, 2023
PRESENTER INFORMATION:
Eric Larson, PE, Director, Capital Projects (5 mins)
ITEM BACKGROUND:
Beaufort County requested proposals for Whitehall Phase 2 on 9/7/23. A mandatory on-site pre-proposal meeting was held and was attended by four contractors. One proposal was received from O’Quinn Marine Construction with a cost of \$250,000.00. Staff has reviewed the detailed proposal submittal and found the prices to be fair and reasonable.
PROJECT / ITEM NARRATIVE:
Phase 2 of the Whitehall Park project includes design and construction of a kayak dock and pier, bulkhead repair, and misc. site work. The total funds requested are the proposal amount of \$250,000. This is a design build project with a guaranteed maximum price. Purchasing has not submitted a draft contract to Legal. This will occur after contract award.
FISCAL IMPACT:
Funding comes from passive park budget, 45020011-54417. Current account balance is \$937,336.60.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract to O’Quinn Marine Construction for award of RFP #090723 in the amount of \$250,000.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award to O’Quinn Marine Construction for RFP #090723 Whitehall Phase 2 Design-Build Construction Services. <i>Next Step: Move forward to County Council to award to O’Quinn Marine Construction for RFP #090723 Whitehall Phase 2 Design-Build Construction Services.</i>

WHITEHALL PARK PHASE 2 Design/Build
RFP# 090723

Cost Break Down

Description of Work

Cost

1	Survey work by Davis & Floyd	
	A. Permitting survey-tree and topography, critical line at 2 locations	\$ 11,000.00
	B. Construction staking and as-built	\$ 1,500.00
	C. Bathometric survey if required by OCRM or USACOE	\$ 3,000.00
2	Engineering work by McSweeney Engineers	
	A. Joint state and federal permit application	\$ 12,000.00
	B. Structural design of dock and bulkhead	\$ 3,400.00
	C. Revisions of work through details of design with Beaufort County Staff	\$ 1,500.00
	D. Site visits During construction - Inspection report	\$ 1,500.00
3	Construction work by O'Quinn Marine Construction Inc.	
	A. Removal and disposal of asphalt, concrete, rocks and anything protruding from the ground	\$ 20,475.00
	B. Furnish and spread top soil in disturbed areas	\$ 3,000.00
	C. Hydro seed all disturbed areas	\$ 1,850.00
	D. Spread mulch in areas under trees that have no grass	\$ 1,000.00
	E. Construct 60 linear feet of wooden bulkhead	\$ 45,000.00
	F. Furnish and install 60 tons of rip rap	\$ 24,000.00
	G. Removal and disposal of existing dock piles	\$ 1,800.00
	H. Stairway access to marsh	\$ 2,500.00
	I. Removal and disposal of existing dock piles	\$ 1,500.00
	J. 6'x85' walkway leading to a 10'x24' pierhead, 30"x26' aluminum ramp attached to an 8'x24' floating dock	\$ 90,475.00
	K. EZ Dock kayak launch each installed	\$ 4,500.00
	L. Mobilization and bonding	\$ 20,000.00

TOTAL PROJECT COST

\$250,000.00

O'Quinn Marine Construction Inc.
95 Sheppard Road
Beaufort.SC 29907
843-522-3313
quinnmarine@mac.com

Whitehall Park Phase 2 Design/Build
RFP#090723

EXECUTIVE SUMMARY

We understand from the bid documents and from our onsite meeting with Beaufort County staff the following objectives are to be met.

1. A dock that allows safe access and is handicap accessible for visitors to enjoy the creek and marshes.
2. Provide a place for kayakers to paddle to, exit their kayaks safely so they can walk and enjoy the park.
3. Dock to be durable and low maintenance.
4. Bulkhead with an approximate length of 60 linear feet at the end of the causeway that will keep the erosion under control.
5. Steps down to the marsh edge from the end of the path from bulkhead.
6. Remove all asphalt, concrete, rocks and anything protruding out of the ground that is a safety issue. Dispose of at a proper facility.
7. Provide top soil in all disturbed area. Level and rake. Seed all bare areas.

CLOSING COMMENTS

It's O'Quinn Marine's intention to compliment the existing boardwalk with the construction of the dock. We will use all similar materials and design concepts. All stainless-steel fasteners, composite decking and cable rails. We will incorporate handicap components into the dock.

O'Quinn Marine Construction Inc.
95 Sheppard Road
Beaufort, SC 29907
843-522-3313
Oquinnmarine@mac.com

Whitehall Park Phase 2 Design/Build
RFP#090723

WORK PLAN AND SCHEDULING

After Notice to Proceed is issued we will begin the following work.

1. Meet with staff of Beaufort County and the team consisting of Duncan O'Quinn, Steve Andrews and Bill Barna to discuss all idea's again and to proceed with the agreed upon plan.
2. Survey work to begin no later than two (2) weeks after meeting.
3. Survey field work and computer/office work to completed and sent to engineers. Estimate four (4) weeks.
4. Engineer to prepare OCRM, USACOE permit packages and submit. Estimate 3-4 weeks.
5. During the Permitting Public Notice period the following will be performed. Engineered drawings for dock, bulkhead and step. Plans to be sent to Beaufort County staff for discussion and final approvals. Estimate 16-20 weeks.
- 5A. During the permitting period O'Quinn Marine could be removing asphalt, rock and debris. Place top soil and seed areas.
6. Bulkhead construction six (6) weeks.
Dock construction six (6) weeks.

Estimated total time from Notice to Proceed to substantial completion forty-two (42) weeks or 9 months 8 days.

O'Quinn Marine Construction Inc.
95 Sheppard Rd
Beaufort, SC 29907
843-522-3313
oquinmarine@mac.com

R. Duncan O'Quinn III is our owner and Project Manager. He has a lifetime of experience in the marine construction field. He is a licensed Marine Contractor and a licensed United States Coast Guard Captain.

Alex Lawrence is our Superintendent and a graduate of the University of Georgia. Alex has been with O'Quinn Marine Construction for 14 years and oversees all field employees. He has many years of experience in the marine construction and land infrastructure industries.

In addition to a Project Manager and Field Supervisor, O'Quinn Marine Construction has a full staff of field employees with between 1 and 17 years of employment, and 2 clerical staff. We self-perform 99% of our work and have a compliment of equipment to perform any type of land or water-based job.

O'Quinn Marine Construction Inc. has been in the marine construction industry for over 40 years and have earned an excellent reputation from our many clients. We believe that with our many years of experience, we are qualified to provide all the necessary elements that are required for the Whitehall Park Phase 2 Design/Build RFP# 090723 project for Beaufort County.

Duncan O'Quinn, Steve Andrews and Bill Barna have many years of local experience in the field of construction, engineering and design in Beaufort County. We are certain that this team will provide a very thorough bid and design to build a quality structure that will provide many years of use for the people of Beaufort County.

O'Quinn Marine Construction is fully insured, bonded, licensed in Beaufort County and is a licensed South Carolina unlimited General Contractor. O'Quinn Marine is not currently nor anytime within the last five (5) years been involved in any legal proceedings



September 22, 2023

Mr. Duncan O'Quinn
O'Quinn Marine Construction Company
Beaufort, SC

Dear Mr. O'Quinn,

McSweeney Engineers, LLC is a Lowcountry-based multi-disciplined engineering firm established in 2011. McSweeney Engineers offers organizational simplicity and unparalleled personal service to our clients with low-overhead, reasonable cost and high value. McSweeney Engineers provides this level of service throughout all projects and it is our goal to continue to provide quality engineering and construction management services to Beaufort County. McSweeney Engineers is currently registered as a vendor with Beaufort County and is the *only firm listed on the Beaufort County A&E Registry that is certified for: Civil Engineering, Marine/Waterfront Engineering, Structural Engineering and Wetland Permitting*. Experience in all of these disciplines is necessary to meet the requirements of this RFQ.

McSweeney Engineers is a leader in waterfront structural engineering and permitting. We have a proven track record of providing structural inspections, load ratings, evaluations, and designs of marine structures for local, state, and federal agencies. As such we are highly qualified and fully equipped to provide Beaufort County with complete, through and comprehensive services as indicated in this RFQ.

Waterfront Structural Engineering and Permitting are core services for McSweeney Engineers. Since our inception, we have continuously dedicated time and financial resources to expand our capabilities, train our personnel and maintain the highest standards. Our safety record is monitored by a third-party verification service (ISNetworld) where we maintain an "A" Rating. Since 2015, we have provided a wide array of engineering and construction support services related to the maintenance and inspection of the existing Broad River Fishing Pier. Our previous experience at Broad River Fishing Pier, in conjunction with other projects located in Beaufort County, clearly indicates our ability to meet the Scope of Services. For these reasons, we believe that our services and capabilities are particularly well suited to this project.

DAVIS & FLOYD

SINCE 1954

September 21, 2023

Emailed this day: Duncan OQuinn oquinnmarine@mac.com

Mr. Duncan O'Quinn, Owner
O'Quinn Marine Construction, Inc
95 Sheppard Road
Lady's Island, SC 29907

Re: Certification Letter
Whitehall Park Phase 2, Beaufort County RFP 090723

Dear Mr. O'Quinn:

Davis & Floyd is a licensed engineering and surveying firm in the state of South Carolina. The staff includes professional engineers and surveyors licensed in the state of South Carolina to provide engineering and surveying services as required to deliver the Design-Build services described in the Beaufort County RFP 090723 – Whitehall Park Phase 2.

Davis & Floyd insurance coverage meets the minimum requirements specified in the RFP for Worker's Compensation, Commercial General Liability, Comprehensive Automobile Liability, and Professional Liability (Errors & Omissions).

Very truly yours,

DAVIS & FLOYD



Steven Andrews

Vice President

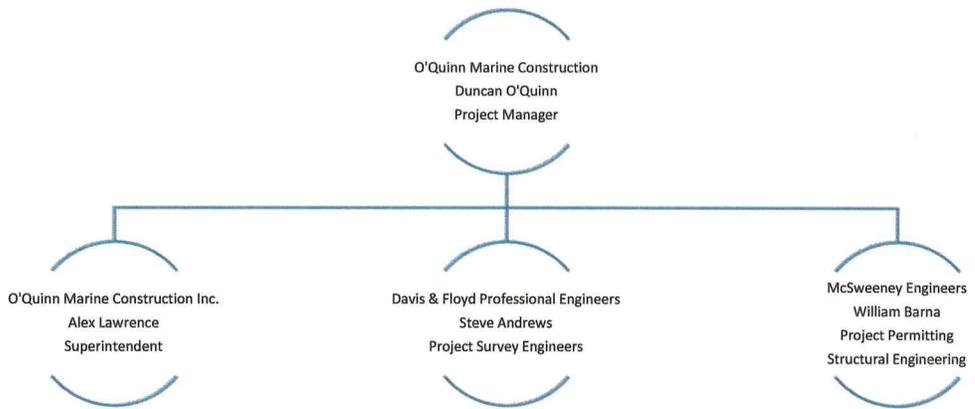


EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

if you answer yes, explain fully if it has been involved in any litigation involving performance.

EXHIBIT B

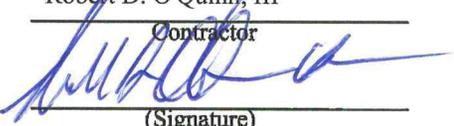
CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Robert D. O'Quinn, III
Contractor

(Signature)

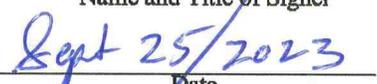
Robert D.O'Quinn, III - President
Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: 09/25/2023

RFP#: 090723 TITLE: Whitehall Park Phase 2 Design/Build

OFFEROR: O'Quinn Marine Construction Inc.

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.	0-20 Points	
2.0	Approach to the process and ability to meet objectives in all phases of the project, including design, permitting, and construction oversight.	0-30 Points	
3.0	Demonstrated experience showing ability to provide accurate cost estimates and ability to meet schedules and deadlines.	0-30 Points	
4.0	Quality and breadth of experience as provided in the form of similar projects and references.	0-20 Points	
		Total Points	



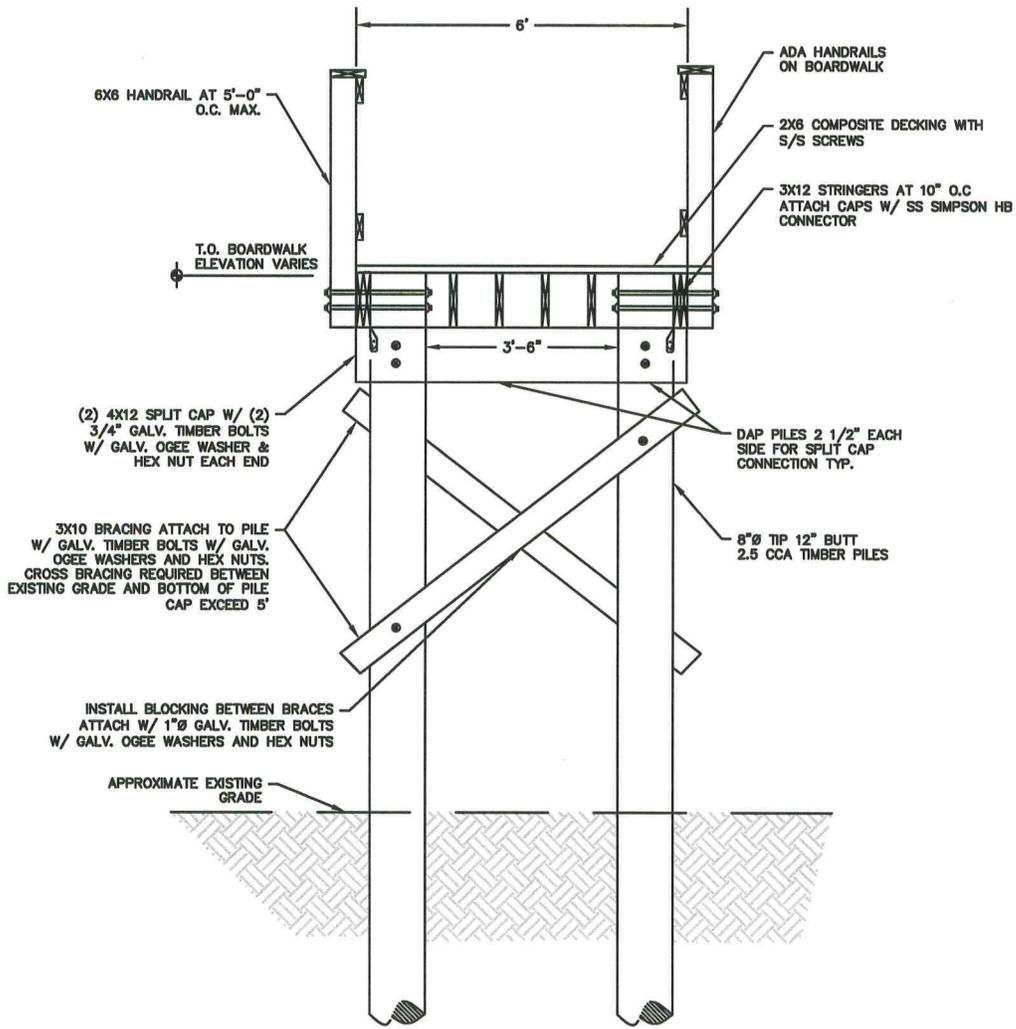
PROPOSED PLAN VIEW

SCALE: 1:400

WHITEHALL PARK PHASE 2

FIGURE 1
PROPOSED PLAN VIEW
SCALE: 1:400

O'QUINN MARINE CONSTRUCTION
COMPANY, INC.



PROPOSED BOARDWALK SECTION

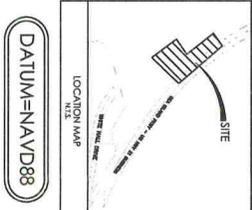
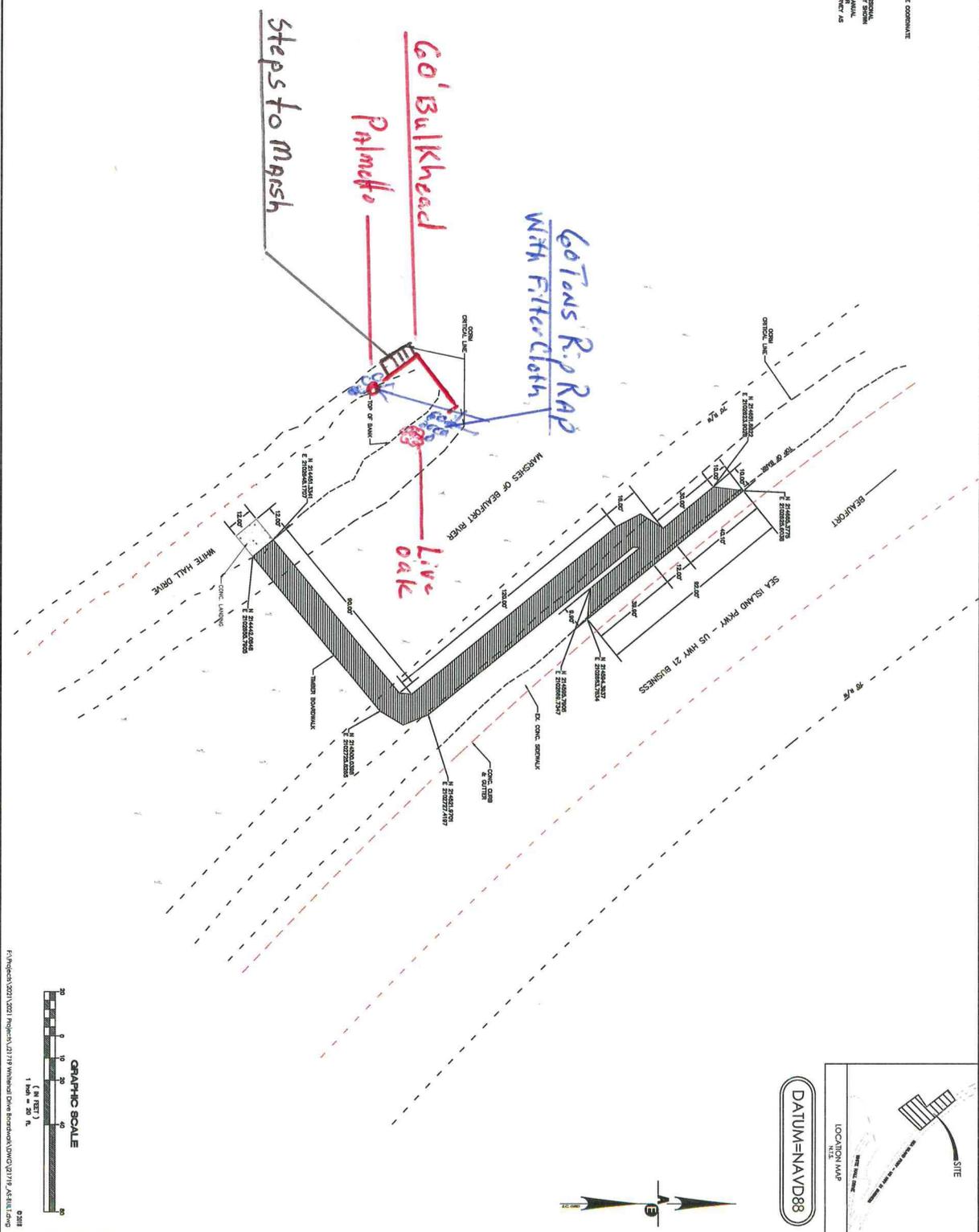
SCALE: 1:40

WHITEHALL PARK PHASE 2

FIGURE 2
TYPICAL SECTION
SCALE: 1:40

O'QUINN MARINE CONSTRUCTION
COMPANY, INC.

NOTES:
 1. ENGINEERING AND DESIGN OF THIS SITE SHALL BE THE RESPONSIBILITY OF THE ENGINEER.
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 5. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



PLAN REVISIONS			
NO.	DESCRIPTION:	DATE:	BY:
1			
2			
3			
4			
5			
6			
7			
8			

THE DESIGNS AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE COPYRIGHTED PROPERTY OF ANDREWS ENGINEERING CO., INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

ANDREWS ENGINEERING CO. INC. 000008

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 26990

Andrews Engineering & Surveying

2712 Bull Street Suite A
 Beaufort, SC 29902
 843.378.2222
 Fax 843.378.2223

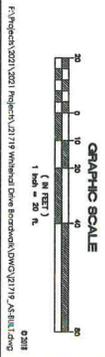
FINAL
 AS-BUILT SURVEY
 Prepared for
 O'QUINN MARINE

WHITE HALL DRIVE ROADWAY
 CITY OF BEAUFORT
 BEAUFORT COUNTY
 SOUTH CAROLINA

Date Drawn: 08/16/22
 Last Revised: 08/17/22
 Drawn By: J. Talley
 Surveyor: L. Gray

SHEET #: **1**

JOB: J21719



CS218
 P:\Projects\2021\J21719\Project\J21719_WhiteHallDriveRoadway\DWG\J21719_ASBuilt.dwg

Envision EverGrain



Item 13.

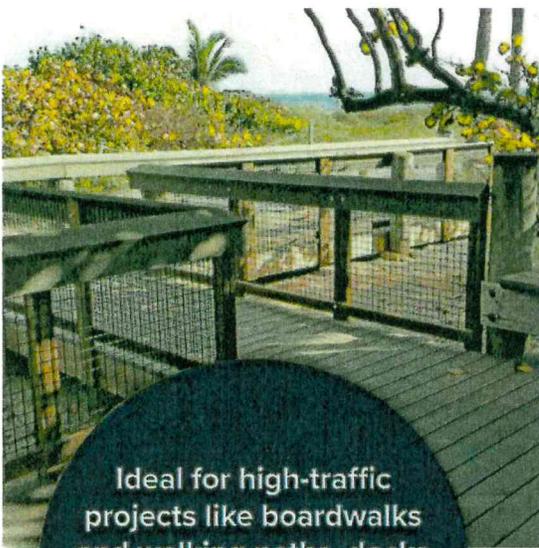
EverGrain sets the standard in composite decking, and has been trusted on homes, commercial properties, national parks, stadiums, and theme parks for more than 20 years.

*Colors weather to a lighter shade within the first several months of exposure to the environment.



Nominal Size	Actual Size
2" x 6" x (16' or 20')	1-7/16" x 5-1/2"

Board Size	Span (90°)	Span (up to 45°)	Stair Tread
2" x 6"	24"	16"	12"



Ideal for high-traffic projects like boardwalks and walking paths, docks and piers, waterfront decks and patios, and much more.



EnvisionDecking.com

Envision Evergrain vs Pressure Treated Lumber

	25 year Warranty	Needs Seasonal Painting/Staining	Rots, splits and splinters	Susceptible to Insect Damage	Contributes to Deforestation	Uses Post Consumer Recyclables
Envision Evergrain 2x6	Yes	No	No	No	No	Yes
Pressure Treated Lumber	No	Yes	Yes	Yes	Yes	No



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
O'Quinn Marine Construction, Inc
95 Sheppard Road
Beaufort, SC 29907

SURETY:

(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
County Council of Beaufort County
P.O. Drawer 1228
Beaufort, SC 29901-1228

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)
Design Build for Whitehall Park Dock and Bulkhead

Project Number, if any:
RFP # 090723

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of September, 2023

(Handwritten signature)

(Witness)

(Handwritten signature)

(Witness) Raymond E. Cobb, Jr.

O'Quinn Marine Construction, Inc
(Handwritten signature) _____ *(Seal)*
(Principal)

Merchants Bonding Company (Mutual)
(Handwritten signature) _____ *(Seal)*
(Surety)

(Handwritten signature) _____
(Title) M. Kathryn McCartha-Powers, Attorney-in-Fact

Init.

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of December, 2022.

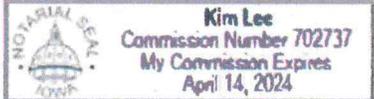


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

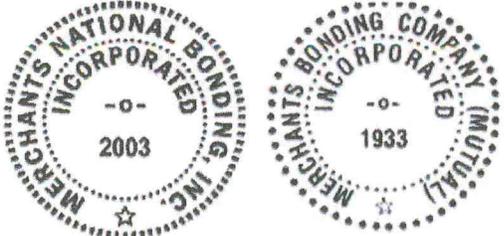


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of September, 2023.



William Warner Jr.
Secretary

Bid Form

1. Remove existing asphalt, add and grade soil, and reseed = \$ 26,325.00 GMP
2. Construct Bulkhead and erosion stabilization = \$ 97,750.000 GMP
3. Stairway to marsh = \$ 2,500.00 GMP
4. Remove existing dock structure = \$ 1,500.00 GMP
5. Construct Dock and Pier * = \$ 121,925.00

*This bid item is subject to change based on final approved design.

GMP= Guaranteed Maximum Price \$250,000.00

See Attached Cost Break Down

WHITEHALL PARK PHASE 2 Design/Build
RFP# 090723

Cost Break Down

Description of Work

Cost

1	Survey work by Davis & Floyd	
	A. Permitting survey-tree and topography, critical line at 2 locations	\$ 11,000.00
	B. Construction staking and as-built	\$ 1,500.00
	C. Bathometric survey if required by OCRM or USACOE	\$ 3,000.00
2	Engineering work by McSweeney Engineers	
	A. Joint state and federal permit application	\$ 12,000.00
	B. Structural design of dock and bulkhead	\$ 3,400.00
	C. Revisions of work through details of design with Beaufort County Staff	\$ 1,500.00
	D. Site visits During construction - Inspection report	\$ 1,500.00
3	Construction work by O'Quinn Marine Construction Inc.	
	A. Removal and disposal of asphalt, concrete, rocks and anything protruding from the ground	\$ 20,475.00
	B. Furnish and spread top soil in disturbed areas	\$ 3,000.00
	C. Hydro seed all disturbed areas	\$ 1,850.00
	D. Spread mulch in areas under trees that have no grass	\$ 1,000.00
	E. Construct 60 linear feet of wooden bulkhead	\$ 45,000.00
	F. Furnish and install 60 tons of rip rap	\$ 24,000.00
	G. Removal and disposal of existing dock piles	\$ 1,800.00
	H. Stairway access to marsh	\$ 2,500.00
	I. Removal and disposal of existing dock piles	\$ 1,500.00
	J. 6'x85' walkway leading to a 10'x24' pierhead, 30"x26' aluminum ramp attached to an 8'x24' floating dock	\$ 90,475.00
	K. EZ Dock kayak launch each installed	\$ 4,500.00
	L. Mobilization and bonding	\$ 20,000.00

TOTAL PROJECT COST

\$250,000.00

ADD-ONS

ADD-ONS

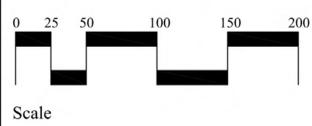


LEGEND

- A PROPOSED HWY 21 ACCESS, RIGHT IN / RIGHT OUT ACCESS EASEMENT
- B PROPOSED MERIDIAN ROAD ACCESS EASEMENT
- C MAIN PARK ENTRANCE (GATED ACCESS)
- D PARK DROP-OFF, PARKING AREA AND INFORMATION KIOSK
- E PICNIC PAVILION (30'x50') WITH RESTROOMS, STORAGE & DRINKING FOUNTAIN
- F GATHERING LAWN
- G PICNIC GARDEN
- H COVERED DOCK
- I WHITEHALL POINT OVERLOOK
- J BOARDWALK CONNECTION (BY OTHERS)
- K SWING TRELLIS, TYP.
- L BIKE PATH
- M COVERED OBSERVATION PIER
- N PERVIOUS UPLAND FOREST TRAIL
- O PERVIOUS PATH
- P PERIMETER FENCING
- Q BENCHES, TYP.
- R EXISTING CONCRETE SIDEWALK



Project No: 01-19047 Date: 12-11-2020 Page Title: Draft Concept Plan



Document is preliminary and subject to change.
 2013 Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29926 Tel. 843-681-6618 Fax 843-681-7086, www.woodandpartners.com



WHITEHALL PARK
 DRAFT CONCEPTUAL PLAN
 Beaufort, South Carolina



WOOD+PARTNERS INC.
 Landscape Architects
 Land Planners **WPI**



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval of Contract Award to Terra Excavating, Inc. for IFB #101223 Southside Park Pickle Ball Courts Construction Services (\$570,024.00)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – October 23, 2023
PRESENTER INFORMATION:
Eric Larson, PE, Director, Capital Projects (5 mins)
ITEM BACKGROUND:
Beaufort County requested bids for the new Southside Park Pickle Ball Courts on 10/12/23. Two bids were received with the qualified low bidder being Terra Excavating, Inc. with a cost of \$570,024.00. This includes one proposed bid alternate and deletion of one item of work from the scope. Staff and the design consultant, Landplan Group South, have reviewed the detailed bid submittal and found the prices to be fair and reasonable.
PROJECT / ITEM NARRATIVE:
The existing park on Battery Creek Road consists of one tennis court, two pickle ball courts, a pavilion, restrooms, and parking. The park is being expanded to include four additional pickle ball courts, a full-size basketball court, and trails connecting to the City of Beaufort Southside Park improvements. The total funds requested are the bid amount (plus a contingency) from the remaining project budget (\$570,024 + \$12,476 = \$582,500) Purchasing has not submitted a draft contract to Legal. This will occur after contract award.
FISCAL IMPACT:
Funding comes from Parks and Recreation Capital Fund, 10401600-54436. Current account balance is \$4,551,060.13.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract to Terra Excavating, Inc. award of IFB #101223 in the amount of \$570,024.00 with a \$12,476 contingency fund for a total of \$582,500.00
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award Terra Excavating, Inc. for IFB #101223 Southside Park Pickle Ball Courts Construction Services. <i>Next Step: Move forward to County Council to award Terra Excavating, Inc. for IFB #101223 Southside Park Pickle Ball Courts Construction Services.</i>

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT



Project Name:	Southside Pickleball Park
Project Number:	IFB 101223
Project Budget:	
Bid Opening Date:	12-Oct-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price
Beaufort Construction of SC, LLC	x	x	x	x	x		\$ 849,100.00
Terra Excavating, LLC	x	x	x	x	x		\$675,767.80 * deduct of \$62,687.80 if using alt.

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

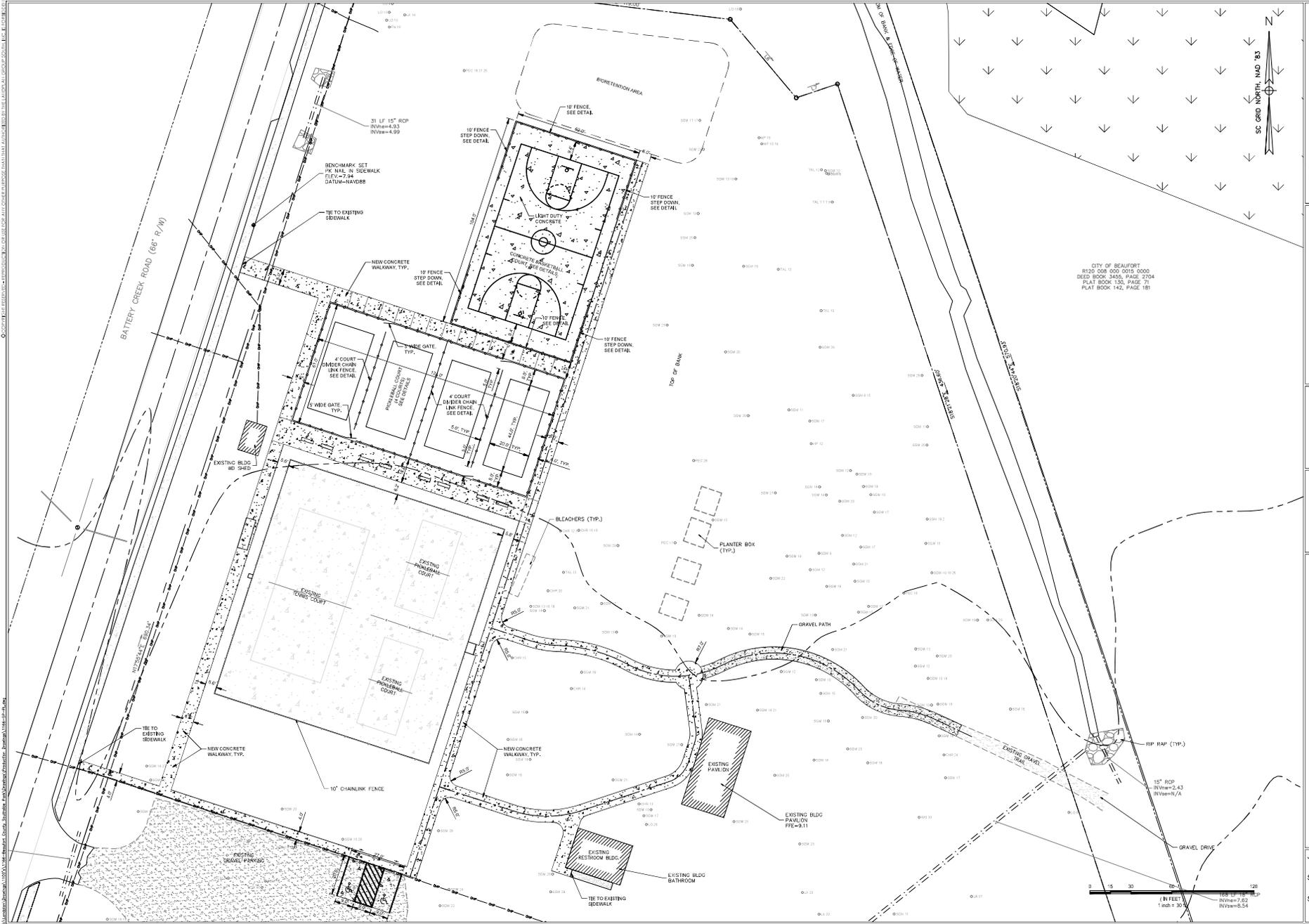
David L. Thomas
Bid Administrator Signature

Bid Recorder

10/12/2023

10/16/2023
 Terra bid modifications
 Original bid = \$675,767.80
 Accept Asphalt alternate = -\$62,687.80
 Deduct replacing existing fence = -\$43,056
 New price = \$570,024.00

 EWL



THE LANDPLAN GROUP SOUTH
 1204 SCOTT STREET
 COLUMBIA, SC 29201
 803.254.0562
 WWW.LANDPLANGROUP.COM

REVISION	BY	APP'D.	DATE
1.			
2.			
3.			
4.			
5.			

CITY OF BEAUFORT
 R120 508 005 0019 2000
 DEED BOOK 3450, PAGE 2704
 PLAT BOOK 130, PAGE 71
 PLAT BOOK 142, PAGE 181

SOUTHSIDE PARK IMPROVEMENTS
PERMIT DRAWINGS
 CITY OF BEAUFORT, SOUTH CARLINA
LAYOUT PLAN

JOB # 1166
 SCALE 1" = 20'
 SHEET 04 OF XX