



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

**Chairman**  
BRIAN FLEWELLING

**Vice Chairman**  
YORK GLOVER

**Committee Members**  
MICHAEL COVERT  
MARK LAWSON  
JOSEPH PASSIMENT

**County Administrator**  
ASHLEY M. JACOBS

**Clerk to Council**  
SARAH W. BROCK

**Staff Support**  
JARED FRALIX

**Administration Building**  
Beaufort County Government  
Robert Smalls Complex  
100 Ribaut Road

**Contact**  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228  
(843) 255-2180  
[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)

## Public Facilities Committee Agenda

**Monday, September 21, 2020 at 4:00 PM**

*(Or immediately following the Finance Committee Meeting no sooner than 3:30PM)*

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

CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - AUGUST 17, 2020

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### PRESENTATION ITEMS

6. PUBLIC FACILITIES RESPONSIBILITIES AS DISCUSSED AT EXECUTIVE COMMITTEE
7. CAPITAL IMPROVEMENT PROJECT UPDATE PRESENTATION
8. SALES TAX UPDATE PRESENTATION
9. BLUFFTON PARKWAY 5B UPDATE

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### DISCUSSION ITEMS

10. POTENTIAL CONVERSION OF THE EXISTING US 278 BRIDGES OVER MACKAY CREEK AND SKULL CREEK TO A LINEAR PARK
11. SOLID WASTE AND RECYCLING CENTER UPDATE
12. FEDERAL COURTHOUSE PARKING LOT LEASE

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### ACTION ITEMS

13. BID AWARD OF NEW PACKER TRUCK FOR SOLID WASTE & RECYCLING
14. CONTRACT AWARD FOR RFQ 063020, STORMWATER ENGINEERING AND CONSULTING SERVICES FOR PUBLIC WORK'S STORMWATER DEPARTMENT
15. BEAUFORT COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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### CITIZEN COMMENTS

16. CITIZEN COMMENT *(Every member of the public who is recognized to speak shall limit comments to three minutes- Citizens may email*

*sbrock@bcgov.net, or comment on our Facebook Live stream to participate in Citizen Comment)*

17. ADJOURNMENT



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of Minutes
<b>MEETING NAME AND DATE:</b>
Public Facilities Meeting for September 21, 2020
<b>PRESENTER INFORMATION:</b>
<b>ITEM BACKGROUND:</b>
Public Facilities meeting that took place on: August 17, 2020
<b>PROJECT / ITEM NARRATIVE:</b>
<b>FISCAL IMPACT:</b>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve, Modify, or Reject
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve minutes from: August 17, 2020



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

**Chairman**  
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YORK GLOVER

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[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)

## Public Facilities Committee Minutes

**Monday, August 17, 2020 at 3:30 PM**

(Immediately following the conclusion of the Finance Committee Meeting) [This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05] THIS MEETING WILL BE CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE

### PRESENT

Chairman Brian Flewelling  
Vice Chairman York Glover  
Council Member Michael Covert  
Council Member Mark Lawson  
Council Member Joseph Passiment  
Council Member Hervochon  
Council Member Rodman  
Council Member Howard  
Council Member Dawson  
Council Member McElynn  
Council Member Sommerville

### CALL TO ORDER

Vice Chairman York Glover called the meeting to order at 3:31 pm

### PLEDGE OF ALLEGIANCE

Vice Chairman York Glover led the Pledge of Allegiance

### FOIA

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

### APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Sommerville to approve agenda. Voting Yea: Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council

Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion passed 10:0

### **APPROVAL OF MINUTES**

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Hervochon to approve minutes from June 15, 2020. Voting Yea: Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion passed 10:0

### **ACTION ITEMS**

#### **CONSIDERATION OF A CONTRACT AWARD TO CUMMINS SALES AND SERVICE, A COOPERATIVE CONTRACT VENDOR FROM SOURCEWELL FOR A REPLACEMENT 250 KW CUMMINS GENERATOR FROM TOTALING \$157,511.37**

Dave Thomas stated All Sourcewell contracts are publicly bid and provide a considerable price discount that is fair and reasonable. The old generator and switch gear have reached their useful life. Service and repair parts are no longer readily available and the generator and switchgear should be replaced totaling \$157,511.37.

Council Member Passiment asked was this already in the budget.

Dave Thomas stated the money is coming from the rollover, which will be awarded after final approval.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Howard to move forward to County Council for approval. Voting Yea: Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion passed 10:0

#### **REQUEST FOR PRIVATE ROAD ACCEPTANCE OF A PORTION OF JOHNSON LANDING ROAD INTO COUNTY ROAD SYSTEM**

David Wilhelm stated in accordance with Policy Statements 15 and 17 and the County's posted Road Acceptance Procedures, criteria have been met for presentation to the Public Facilities Committee to consider acceptance of the private portion of Johnson Landing Road into the County Road System. Neil Desai, The Public Works Director, has estimated an annual maintenance cost of \$5,356.46. Councilman Sommerville has been contacted by constituents in his district and has informed them that this item will come before the Public Facilities Committee. If acceptance of the road is affirmed by a majority vote of the Public Facilities Committee and County Council, the road will not be officially added to the County Road System until all Right of Way deeds are correctly executed and recorded.

Council Member Passiment asked when it goes onto the county road system will it be paved.

David Wilhelm answered yes.

Council Member Hervochon stated does the road meet the CTC standards.

David Wilhelm answered that he does not know if it is in compliance with the CTC but the road was inspected by county public works.

**Motion:** It was moved by Council Member Passiment, Seconded by Council Member Sommerville. Voting Yea: Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Hervochon. Voting Abstaining: Committee Chairman Flewelling. The motion passed 9:1:1

**CONSIDERATION OF A CONTRACT AWARD TO J. BRAGG CONSULTING FOR THE AMOUNT OF \$1,647,877.16 WITH A 20% CONTINGENCY OF \$329,575.43 TOTALING \$1,977,452**

Daja Jackson stated J. Bragg Consulting, Inc. provided a fee of \$1,647,877.16. With a 20% contingency of \$329,575.43, the total project cost is \$1,977,452. The funding for the project is paid through the 2018 One Cent Sales Tax Program with a current balance of \$84,367,918.95.

Council Member Passiment stated are there specific project already to be done.

Daja Jackson stated there was 9 projects and as well as 24 pathways that they would be working on.

Council Member Covert asked was there any other bidders.

Daja Jackson stated we do have a list of bidders (page 34 of agenda), however this is for qualifications there was no amount associated with it. When it was ranked then they discussed the cost.

Council Member Covert asked was this solicited to other companies.

Daja Jackson stated there was a RFQ.

Dave Thomas stated it is on the Memo with the name and rank of companies.

Council Member Hervochon asked what was the criteria for the scores.

Daja Jackson stated that it is based on relevant projects, the project teams with resumes, experience and the interview.

Dave Thomas stated the scope and RFP was selected based on the criteria published advertisement. After the interview the company is selected and negotiation is done on a price.

Council Member Hervochon asked this looks like the labor for 2 individuals can we hire internally.

Dave Thomas stated it is for inspections and look into a lot road facility.

Jared Felix stated we did have advertising for sales tax manager that has not been filled. This can be done in-house however this is not usual for a 3rd party to do this work.

Council Member Hervochon stated that this should be done in-house at a cheaper cost to the taxpayers.

Council Member Howard stated we should hire outside staff for this huge project that will be talking with taxpayers and dealing with right-away.

Council Member Flewelling asked would this be billed and the hours logged.

Ashley Jacobs stated she believes we need outside help.

Dave Wilhelm stated that the company will bill as they go and we will see the billable hours.

Council Member Passiment asked what are the projects amounts, duration of them and how much.

Daja Jackson stated there are 3 main projects which is a part of the one cent sale tax US 278, Lady's Island Corridor, and the pathways Projects. US 278 is managed by SCDOT so within the project will be 9 Lady's Island projects and the 24 pathways projects; with a total of 33 projects.

**Motion:** It was moved by Council Member Stu Rodman, seconded by Council Member Alice Howard to move

forward to County Council for approval. Voting Yea: Committee Chairman Flewelling, Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Hervochon. The motion passed 10:1.

**CONSIDERATION OF A CONTRACT AWARD TO APAC FOR THE AMOUNT OF \$412,259.20 WITH A 20% CONTINGENCY OF \$82,451.80 TOTALING \$494,711**

Deja Jackson stated Atlantic, Inc. provided a bid of \$412,259.20. With a 20% contingency of \$82,451.80, the total project cost is \$494,711. The funding for the project is paid through the US 21 Corridor 2018 One Cent Sales Tax Program account number 47050011-54505 with a current balance of \$29,900,369.50.

**Motion:** It was moved by Council Member Passiment, seconded by Committee Vice-Chair Glover to move forward to county council for approval of \$494,711. Voting Yea: Committee Chairman Flewelling, Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion passed 11:0.

**REQUEST FOR AUTHORIZATION FOR THE COUNTY ADMINISTRATOR TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH MOTOROLA COMMUNICATIONS AMERICA**

Dave Wilhelm stated MCA shares the space with the Sheriffs Department Services Section. Located in the Public Works compound and better known as the Motorola Shop, they install and repair two-way radio systems for all law enforcement agencies, as well EMS and Fire vehicles. IT devices, vehicle emergency lighting and other components are installed and serviced at this location. One-year lease for county to receive \$1,752 per month.

**Motion:** It was moved by Council Member Rodman, seconded by Council Member Passiment move forward to county council as an ordinance with the recommendation for approval. Voting Yea: Committee Chairman Flewelling, Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion passed 11:0.

**DISCUSSION ITEMS**

**SOLID WASTE AND RECYCLING ENTERPRISE FUND FEE STUDY/ DECAL SYSTEM AND UPDATE**

David Wilhelm stated Tischler Bise is working as a consultant for Beaufort County Solid Waste and Recycling per the Enterprise Fund. Initial proposal structured with two options. One is a single fee and one offers two tiers (one for municipalities and another for unincorporated). With final report next week, with a final determination by December.

Council Member Passiment asked in the unincorporated Beaufort County since they also have curbside pick up will this affect the fee structure.

Dave Wilhelm stated No it will not. If we go with a 2-tier structure it will move the cost component for the centers out the fee, there will be a fee system or reduce rate in place. We are looking to include the cost of the centers into the total solid waste cost.

Council Member Alice Howard asked about the single fee structure about not being able to use convenience center if the municipalities having a reduce fee.

Dave Wilhelm stated if the municipalities still want to have access to the centers, we will go with the single fee structure.

Cindy Carter stated test starts in November.

Council Member McElynn asked was only one vehicle going to be able to use the centers.

Council Member Passiment stated that we were going to do in stages. Pritchardville needs to be closed for safety. the cost would be reduced because of the closure of centers. That the council would look into things within a year.

Council Member Larry McElynn asked would everyone received a decal.

Cindy Carter stated that this is for households.

Council Member Chris Hervochon asked what about the contractors that work from home. How will we be able to find them?

Cindy Carter answered that they would not at first.

Council Member Mark Lawson asked what about the renters who are living in Beaufort County.

Cindy Carter stated you have to get it from the property owner and i

**Status:** For information Purposes Only

## **BOARDS AND COMMISSIONS**

### **CONSIDERATION OF THE APPOINTMENT OF VIRGINIA (GINNIE) KOZOK- BEAUFORT COUNTY TRANSPORTATION COMMITTEE**

**Motion:** It was moved by Council Member Howard, Seconded by Committee Vice-Chair Glover to Consideration of the appointment of Virginia (Ginnie) Kozok- Beaufort County Transportation Committee . Voting Yea: Committee Chairman Flewelling, Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Council Member Rodman, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion passed.

## **CITIZEN COMMENTS**

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

Several owners submitted a letter about the Johnson Landing road.

## **ADJOURNMENT**

The meeting adjourned at 4:44 PM

Ratified by:



# PUBLIC FACILITIES

1. Transportation sales tax referendum update (**Public Facilities – Monthly Updates by CFO**) What is update from last referendum?
2. Garbage/recycling and tipping fees. Waiting on Impact Fee votes.
3. Road maintenance
4. Shared purchasing
5. Status of the parking lot lease at the Old Courthouse
6. Parliamentarian – What do we use as the source – Robert Rules of Order or something else.
7. Reserve Study of County owned buildings and land. Review all county owned properties for sale
8. Jenkins Island project
9. Route 278 bridge replacement
10. Route 170 study and plan
11. Evaluate decal system for the convenience centers
12. Oversee the implementation of the enterprise fund for recycling and waste
13. Future referendum for transportation projects
14. The old Federal Courthouse building and the leasing of it and discontinue leasing of the parking lot
15. The current Administration building and possible additions and renovations
16. Infrastructure shovel ready projects if a Federal stimulus bill is enacted
17. Technology infrastructure
18. Daufuskie Ferry – current and future location of terminals at Hilton Head Island Airport expansion
19. Review solid waste and recycling program
20. Status of capital projects as part of the current budget.
21. Facilities study updates

## Widgeon Point Park

### Project Status

Original Contract: \$1,156,822

Change Orders:     \$41,993

Current Contract: \$1,198,815

Project Funding: \$1,272,504 (R&CL)

Completion: October 2020

Construction Progress: 97%



## Bostick Circle DSN Home

### Project Status

Original Contract: \$337,700

Change Orders:     \$2,145

Current Contract: \$339,845

Project Funding: \$371,470 (DSN)

Completion: November 2020

Construction Progress: 90%



# Shanklin EMS

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## Project Status

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Original Contract: \$1,619,989  
Change Orders: \$26,928  
Current Contract: \$1,646,917

Project Funding: \$1,646,917 (2017 GO Bond)  
Contract Completion: November 2020  
Construction Progress: 84%



# Ft. Fremont Interpretive Center

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## Project Status

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Original Contract: \$1,029,755  
Change Orders: \$206,463  
Current Contract: \$1,290,218

Project Funding: \$1,700,000 (R&CL)  
Completion: December 2020  
Construction Progress: 50%



## Ft. Fremont Roadway Improvements

### Project Status

Original Contract: \$162,173  
Change Orders: \$0  
Current Contract: \$162,173

Project Funding: \$178,390 (R&CL)  
Completion: October 2020  
Construction Progress: 30%



## Arthur Horne Building

### Project Status

Original Contract: \$6,775,812  
Change Orders: \$0  
Current Contract: \$6,775,812

Project Funding: \$7,000,000 (2019 GO Bond)  
Completion: March 2021  
Construction Progress: 25%



### Ft. Frederick Phase 1

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#### Project Status

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Original Contract: \$1,079,840  
Change Orders: \_\_\_\_\_ \$0  
Current Contract: \$1,079,840

Project Funding: \$1,166,227.20 (R&CL & 2017 GO Bond)  
Completion: December 2020  
Construction Progress: 20%



### EMS/Fire Station #31

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#### Project Status

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Original Contract: \$3,585,586  
Change Orders: \_\_\_\_\_ \$0  
Current Contract: \$3,585,586

Project Funding: \$3,585,813 (BFTD, TOB, 2017 GO Bond)  
Completion: August 2021  
Construction Progress: 5%



## Construction Management Department 09.15.2020

### Under Construction - See Attached for Status Update

	Project	Funds	Contract
1	Widgeon Point Park	RCL	\$ 1,198,815
2	DSN Home - Bostick Circle	DSN	\$ 339,845
3	EMS Station - Shanklin Rd.	2017 GO	\$ 1,646,917
4	Ft Fremont Interpretive Center	RCL	\$ 1,290,218
5	Ft Fremont Rd Improvements	RCL	\$ 162,173
6	Arthur Horne Building	2019 GO	\$ 6,775,812
7	Ft Frederick PH I	RCL/2017 GO	\$ 1,079,840
8	EMS / Fire Station #31	2017 GO	\$ 3,585,813
9	SMT - Port Royal - Engineering	H Tax Grant	\$ 94,475
10	CC Haigh - Design DI Ferry	H Tax Grant	\$ 18,346
11	Pool Resurfacing - Beaufort HS	PAR Impact	\$ 46,700
12	Dirt Rd Paving 51A	TAG	\$ 2,096,162
			<b>\$ 18,335,116</b>

### Under Contract

	Project	Funds	Contract
	DNA Laboratory Expansion	BCSO	\$ 428,663
	Sam's Point Turning Lanes	Sales Tax	\$ 494,711
			<b>\$ 923,374</b>

### In Development

	Project	Funds	Budget
	EMS / Fire - Sun City	2017 GO/BTFD	\$ 1,300,274
	Ft Frederick PH II	Apply A/H Tax	\$ 1,400,000
	Buckwalter Soccer & Tennis Facility	PAR Impact	TBD
	Year 4 Resurfacing IFB	C Funds	TBD
			<b>\$ 2,700,274</b>

# 2018 One Cent Sales Tax Program

1

Traffic Improvements on Hilton Head Island

2

Traffic Improvements on Lady's Island

3

Sidewalk/Pathway Improvements  
in Beaufort County

\$80M

\$30M

\$10M

## Collections to Date

Tax collections began on May 1, 2019 and will last for four years or until \$120 million is collected, whichever comes first.

1<sup>st</sup> Qtr FY 20



2<sup>nd</sup> Qtr FY 20



3<sup>rd</sup> Qtr FY 20



4<sup>th</sup> Qtr FY 20





# The Process



Planning,  
Design,  
& Engineering

Right of Way  
Acquisition

Permitting

Construction

1

# Traffic Improvements on Hilton Head Island

\$80M

---Public Engagement---



# The NEPA Process

## Start the Environmental Assessment

- Public Information Meeting **1**
- Perform Technical Studies **2**
- Develop Alternatives **3**
- Analyze Alternatives **4**
- Second Public Information Meeting **5**
- Develop Preferred Alternative **6**
- Prepare Environmental Assessment **7**
- Public Hearing **8**
- Revise Alternative **9**
- FHWA Decision **10**



Public Hearing: Early 2021  
Pending Coordination  
with USFWS

# US 278 CORRIDOR IMPROVEMENTS ALTERNATIVES DEVELOPMENT FLOWCHART

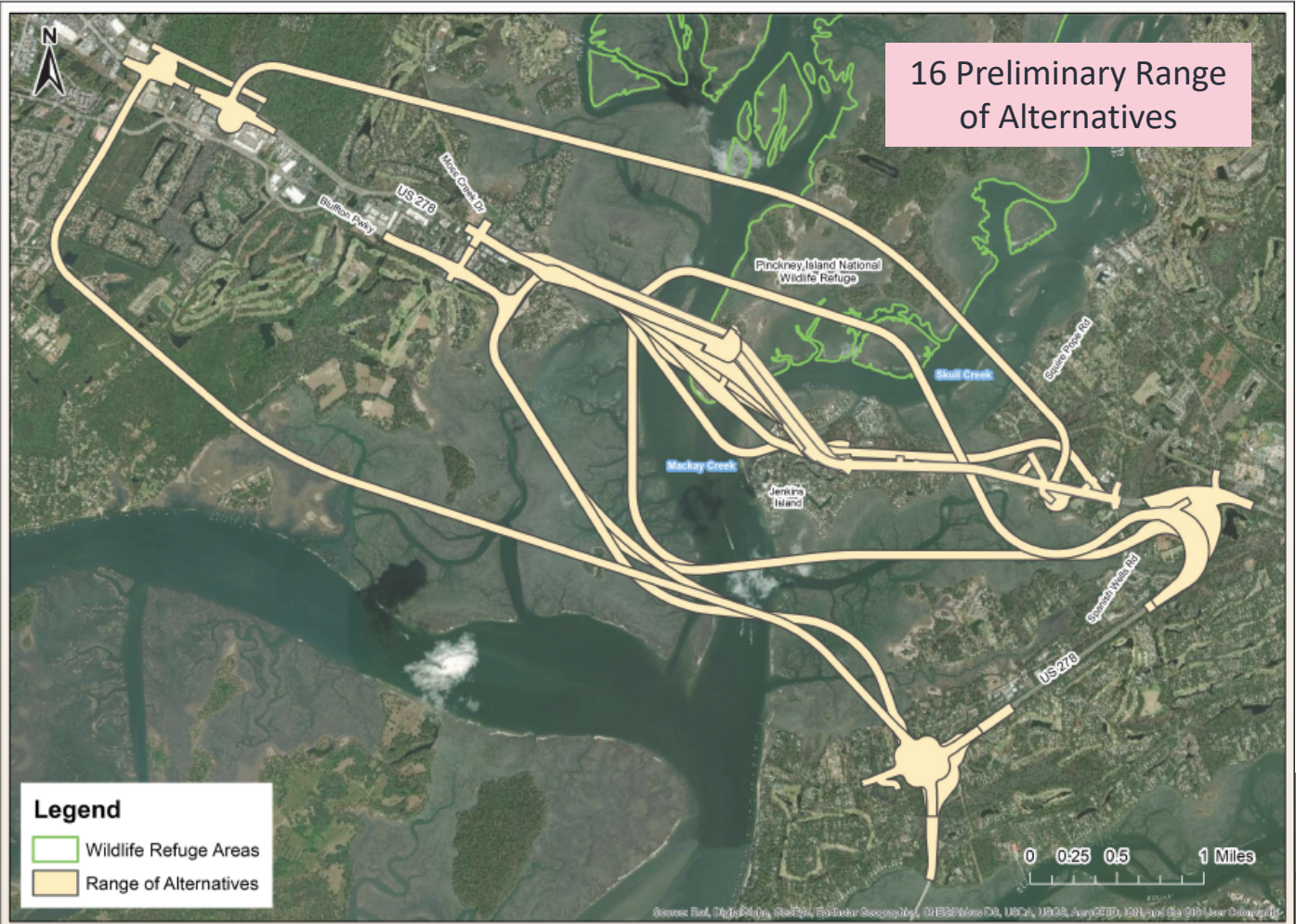


**Public Meeting**  
September 27, 2018

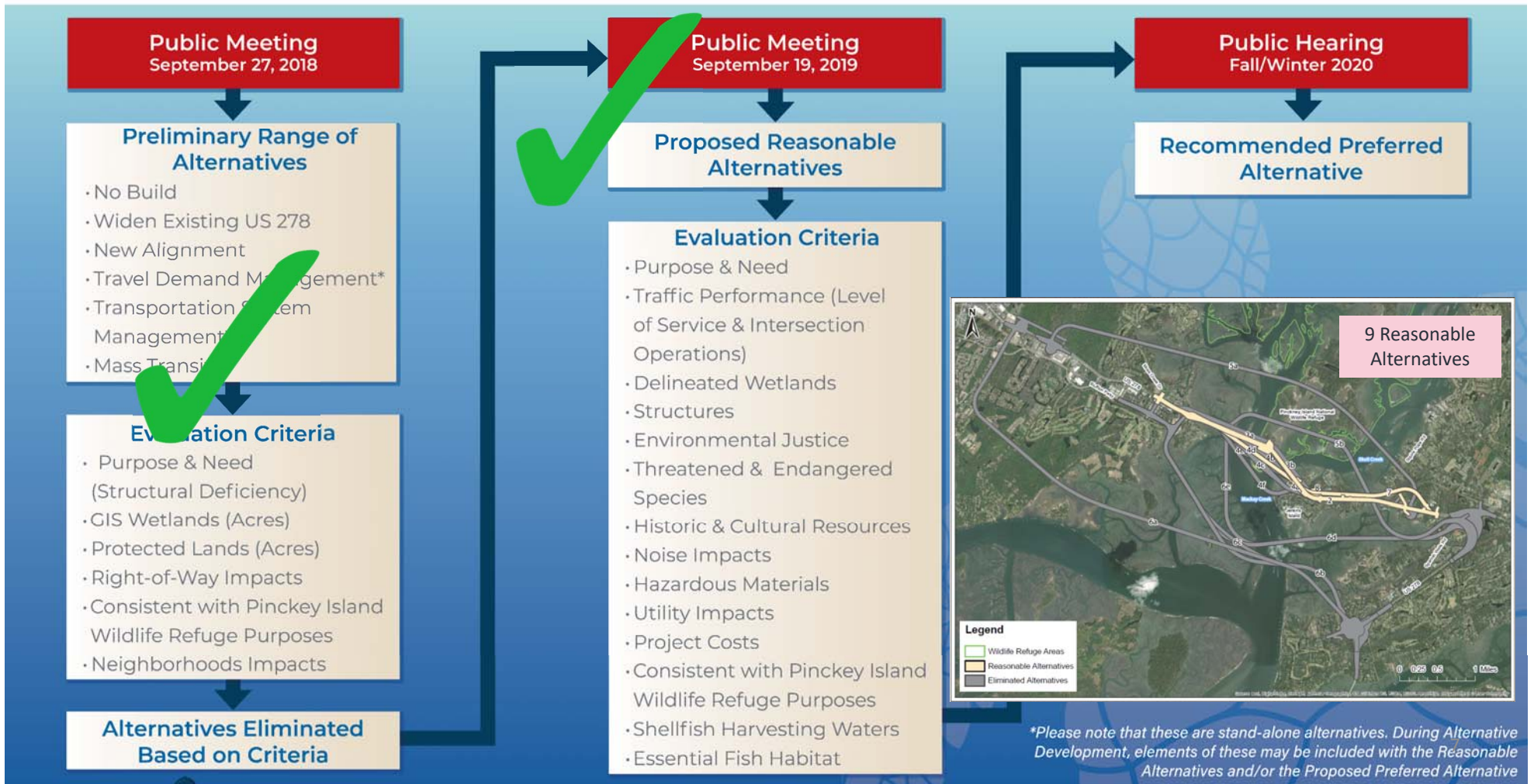
- Preliminary Range of Alternatives**
- No Build
  - Widen Existing US 278
  - New Alignment
  - Travel Demand Management\*
  - Transportation System Management\*
  - Mass Transit\*

- Evaluation Criteria**
- Purpose & Need (Structural Deficiency)
  - GIS Wetlands (Acres)
  - Protected Lands (Acres)
  - Right-of-Way Impacts
  - Consistent with Pinckney Island Wildlife Refuge Purposes
  - Neighborhoods Impacts

**Alternatives Eliminated Based on Criteria**



# US 278 CORRIDOR IMPROVEMENTS ALTERNATIVES DEVELOPMENT FLOWCHART



# Reasonable Alternatives

ALL

278

Bluffton

Mackay Creek

Skull Creek

Hog Island

Jenkins Island

278

Hilton Head Island

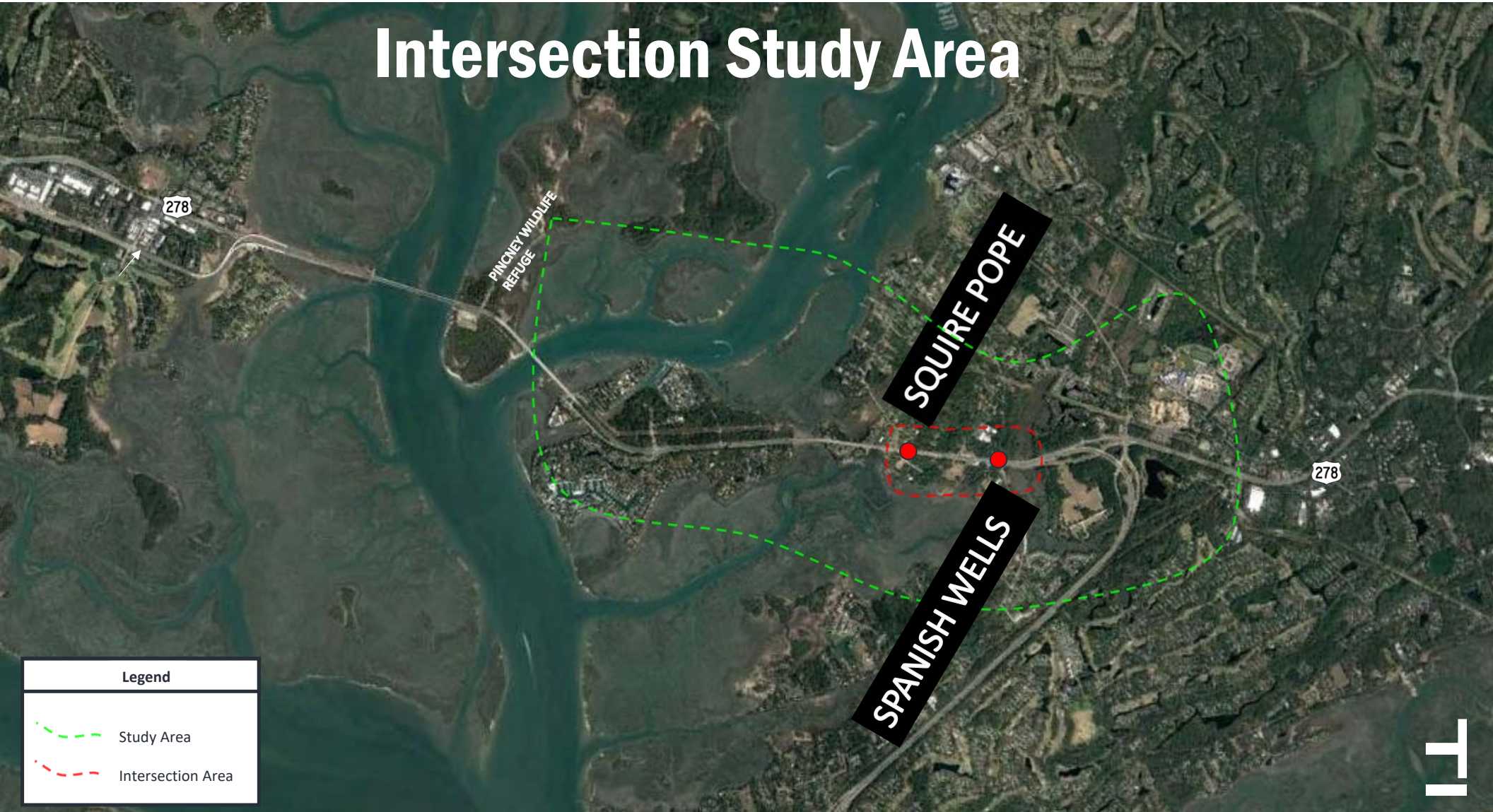
**Legend**

- Pinckey Island Wildlife Refuge
- Reasonable Alternative 1
- Reasonable Alternative 2
- Reasonable Alternative 3
- Reasonable Alternative 4
- Reasonable Alternative 4a
- Reasonable Alternative 5
- Reasonable Alternative 5a
- Reasonable Alternative 6
- Reasonable Alternative 6a

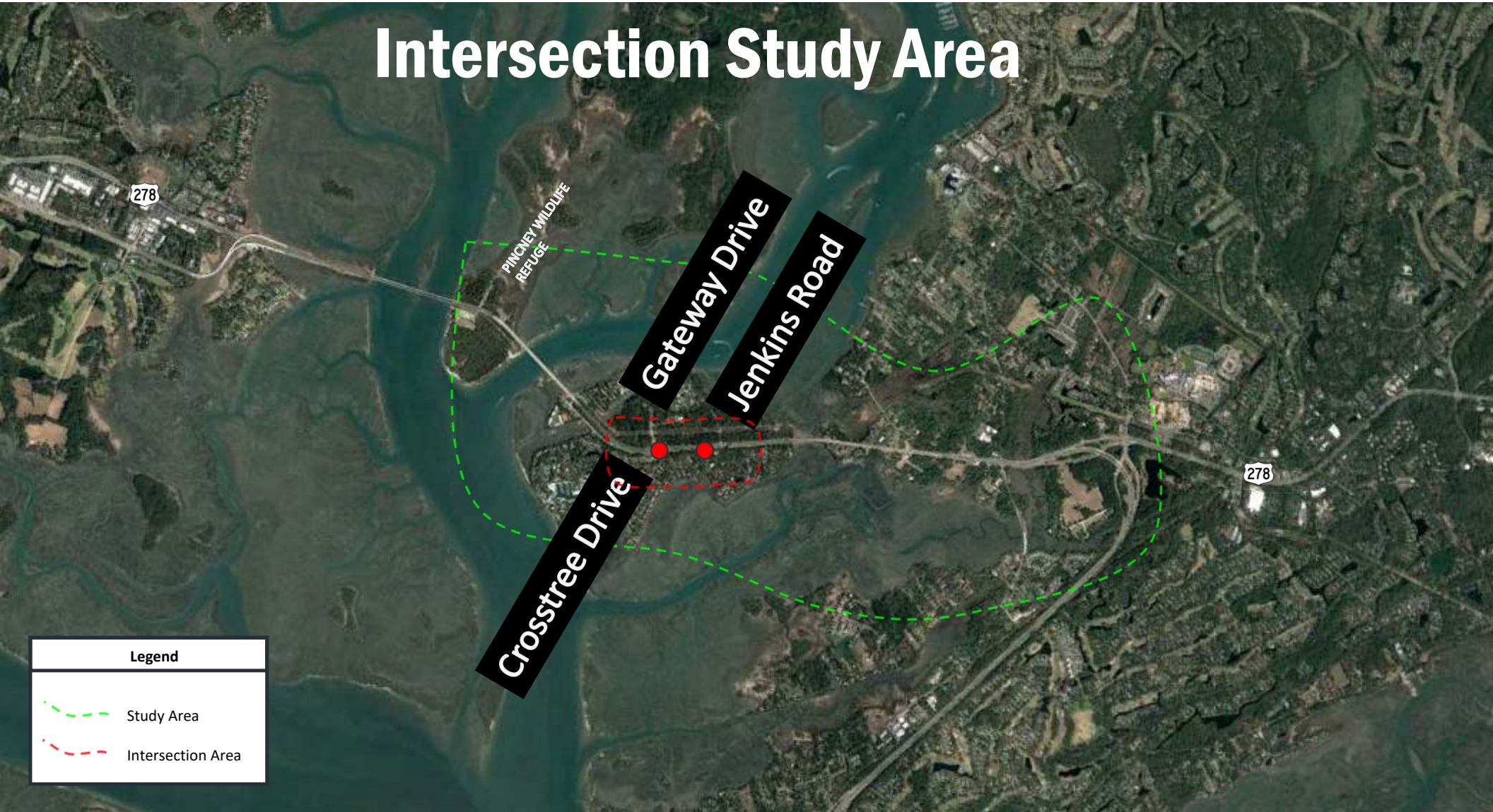




Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# Intersection Study Area



# Intersection Study Area

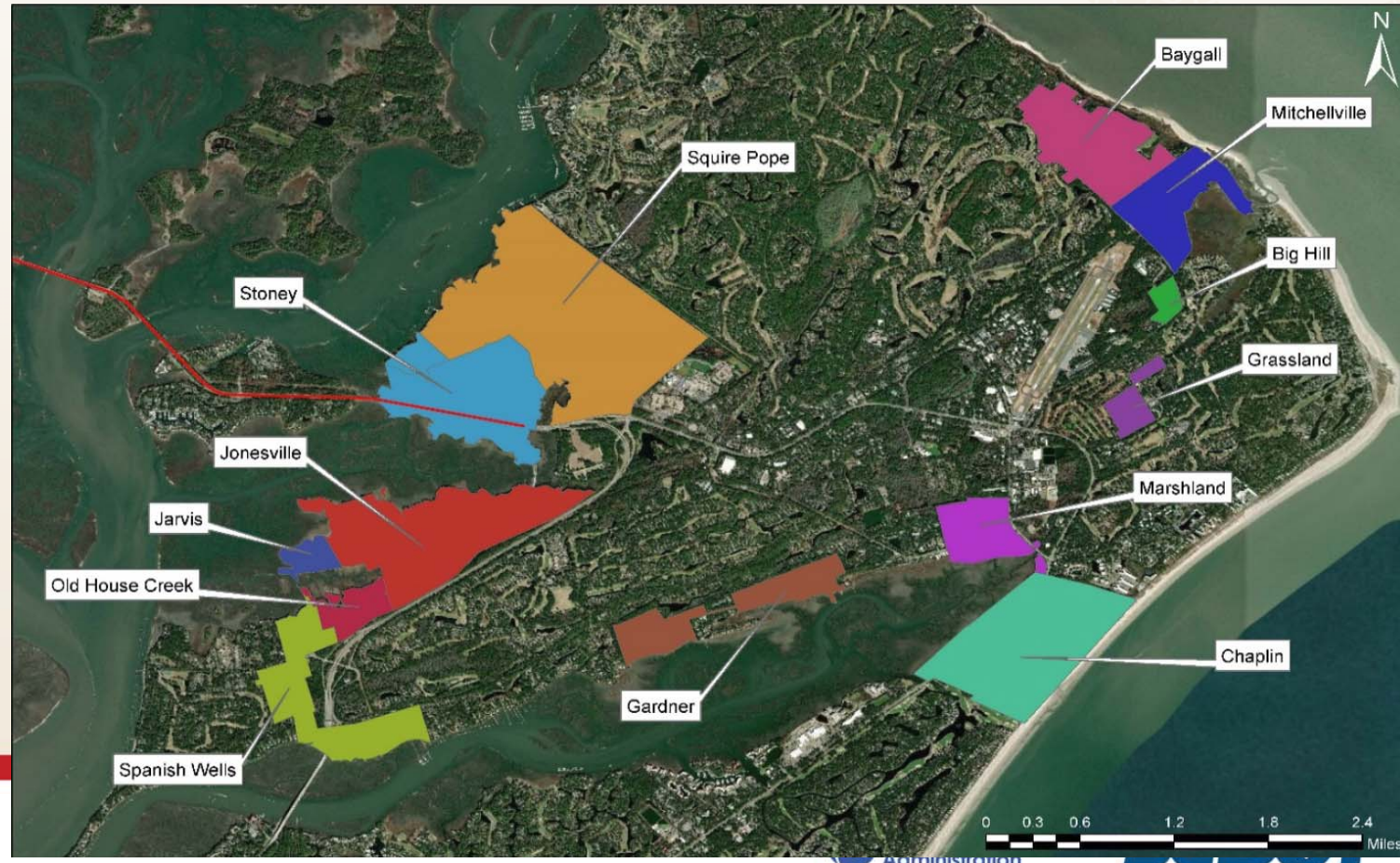


Legend	
	Study Area
	Intersection Area



# Potential Community Impacts & Mitigation

- 0 Residential Displacements
- 2 Commercial Displacements
- Impacts anticipated to the Stoney Community
- Individual property owner meetings
- Options will be developed once coordination with the community has been completed



# Contact



[www.SCDOT278Corridor.com](http://www.SCDOT278Corridor.com)



[info@SCDOT278Corridor.com](mailto:info@SCDOT278Corridor.com)



[Facebook.com/SCDOT278Corridor](https://Facebook.com/SCDOT278Corridor)



[@SCDOT278Corridor](https://twitter.com/SCDOT278Corridor)



**Craig Winn, PE, CFM**  
*Project Manager*  
SCDOT



# 2

## Traffic Improvements on Lady's Island

\$30M

# Traffic Improvements on Lady's Island

- Project List
  - SC 802 Sam's Point Turn Lane
  - Hazel Farm Road and Gay Drive
  - New Lady's Island Middle School Access
  - Sunset Drive and Miller Drive Improvements
  - Beaufort Highschool Realignment
  - US 21 Business, US 21 and SC 802 Mainline Improvements
  - Meadowbrook Drive Extension
  - Mayfair Court Extension
  - US 21 Airport Area and Frontage Road

# Traffic Improvements on Lady's Island

- Program Management/Construction Management contract awarded to J. Bragg at Council on 9/14
- Sam's Point Turn Lane –
  - 1<sup>st</sup> Construction Project for entire program
  - Was awarded at Council on 9/14 to APAC
  - NTP estimated for 11/1/20
  - 120 day completion period
- Two RFPs for Engineering are for solicitation and are due back this week (9/23 & 9/24)

# 3

## Sidewalk/Pathway Improvements in Beaufort County

\$10M

# Sidewalk/Pathway Improvements in Beaufort County

## • Prioritized 14 Pathways

- Stuart Point
- Big Estate Road
- Middle Road
- Meredian Road
- Dr. Martin Luther King Jr. Drive
- Broad River Drive
- Ribaut Road to PI Gateway
- Depot Road
- Burton Hill/Old Salem Road
- Salem Road/ Old Salem Road
- Broad River Blvd/ Riley Road
- Burnt Church Road
- Bluffton Parkway
- Ulmer Road/Shad Road

# Sidewalk/Pathway Improvements in Beaufort County

- Preliminary Engineering Started on all 14 pathways
- JD Determination work commenced on all pathways
- Full design started on Bluffton Parkway Pathway
- Working with consultant to develop online public meetings for all remaining pathways
- **Project Approach**
  - Public Meeting will be open for public comments for a period of time
  - Will move projects through full design
  - Will submit to permitting agencies for preliminary comments
  - 2<sup>nd</sup> round of public comments
  - Finalize design
  - Finalize permits
  - Out to bid
  - Construction





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Update on US 278 Linear Park Concept
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee September 21, 2020
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACA-Engineering
<b>ITEM BACKGROUND:</b>
The idea of a creating a linear park out of the old US 278 bridges upon the construction of the new US 278 bridges was first suggested by Representative Bradley several weeks ago.
<b>PROJECT / ITEM NARRATIVE:</b>
This brief is to describe the concept of a linear park and provide preliminary details about the concept as researched by Staff.
<b>FISCAL IMPACT:</b>
Some preliminary capital costs and ongoing maintenance cost have been estimated and provided by SCDOT
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Brief only. No action needed.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Brief only. No action needed.

Conceptual Presentation

# Hwy. 278 Bridge Parkway Conceptual Perspectives

Presented to:  
Representative Jeff Bradley  
Beaufort County, S.C.

August 4, 2020





Hwy. 278 Double Bridge | Existing Conditions

© August 4, 2020



Hwy. 278 Double Bridge Parkway | Conceptual Perspective

© August 4, 2020



Hwy. 278 Single Bridge | Existing Conditions

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Hwy. 278 Single Bridge Parkway | Conceptual Perspective

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# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Update on Convenience Center changes and Decal System
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee September 21, 2020
<b>PRESENTER INFORMATION:</b>
Cindy Carter, Solid Waste and Recycling Director Jared Fralix, ACA-Engineering (Alternate)
<b>ITEM BACKGROUND:</b>
Implementation of operational changes to the Beaufort County Convenience Centers as reflected in the Goldsmith report of November 2019.
<b>PROJECT / ITEM NARRATIVE:</b>
Progress Update
<b>FISCAL IMPACT:</b>
Pending: Cost impact to be evaluated after implementation of Convenience Center changes and effective Decal System.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Update only
<b>OPTIONS FOR COUNCIL MOTION:</b>
Update only

## Public Facilities Meeting – September 21, 2020

**STARTING OCTOBER 1, 2020**

**NEW HOURS**

**7:30 AM - 6:00 PM**

**NEW OPERATING SCHEDULE**

<p><b>Bluffton - Gate - Hilton Head</b>  <b>- Pritchardville - Shanklin -</b>  <b>St. Helena</b></p> <p>Open: Monday - Tuesday - Thursday -            Friday - Saturday - Sunday</p>	<p><b>Sheldon - Cuffy</b></p> <p>Open: Sunday - Tuesday - Friday</p>
	<p><b>Big Estate - Coffin - Lobeco</b></p> <p>Open: Monday - Thursday - Saturday</p>

**All Centers Closed Wednesday + County Holidays**

- We are on schedule! Education to begin October 1, 2020. We have had prior meetings with our Communications staff and another is scheduled for tomorrow (September 22). We have scheduled interviews with WHHI to do segments on North of the Broad and Talk of the Town
- Angel Marcinkowski will be our representative for decal questions: 843-255-2930
- We have developed the final version of the registration postcard, a TIPS brochure, and the barcode decal
- Currently, all are going through quotes and procurement procedures
- We continue to have weekly/bi-weekly virtual meetings with IT
- Scanners are operable and have been tested. Auxiliary equipment on hand (back up batteries, etc.)



- **Cameras – hand held for four large centers**
- **Residential inventory has been downloaded from Sharepoint for decal issue preparation**
- **Two centers will close December 31, 2020 – Gate and Pritchardville. Signs were installed August 13<sup>th</sup>. Residents will be able to register for decals at those locations for 2021**
- **Signs have been posted at each center for upcoming dates of operation and hours of service starting October 1, 2020**
- **Each of the eleven centers will have postcard collection boxes**
- **Staff will visit various centers to assist residents with registration**
- **Attendant shelters have been ordered and should be shipped this week**
- **After attendant training, initial testing should begin in November. Decals program will be active January 1, 2021**
- **Many questions have surfaced recently about the Hilton Head Island Center. Currently, the FY21 budget has included operations through December 31, 2020. Ongoing discussions with the Town are ongoing.**

**There are several options:**

- 1) Close the Center and HHI residents may choose their own waste hauler from list of permitted curbside vendors. Advantage, cheapest option to households**
- 2) Close the Center and Beaufort County can assist HHI with an RFP for curbside, implement the curbside system and manage the program. Cost of program to be paid by HHI**
- 3) Leave the center open for MSW and recycling, but limit visits via an effective decal system (2 visits per week) and remove the collection of C&D waste**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Bid award of new packer truck for Solid Waste & Recycling
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee September 21, 2020
<b>PRESENTER INFORMATION:</b>
Dave Thomas, CPPO, Purchasing Director Jared Fralix, ACA- Engineering (Alternate)
<b>ITEM BACKGROUND:</b>
N/A
<b>PROJECT / ITEM NARRATIVE:</b>
The use of a packer truck in Solid Waste and Recycling operations reduces the number of pulls (cost reduction) from County convenience centers and enables the consolidation of white goods from the centers. The current 2010 Freightliner packer truck (Asset #23415) has over 374,763 miles.
<b>FISCAL IMPACT:</b>
FY21 Funding – 10401340-54200. \$160,000 available. Bid selection requested is \$130,516 (State contract) to Carolina International Trucks, Inc.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve and recommend to County Council the contract award of \$130,516 to purchase one packer truck from Carolina International Trucks, Inc. in support of Solid Waste & Recycling operations.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Recommend contract award to Carolina International Trucks Inc. of \$130,516 to purchase one packer truck in support of Solid Waste & Recycling operations; or Deny contract award to Carolina International Trucks Inc. of \$130,516 to purchase one packer truck in support of Solid Waste & Recycling operations.



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** State Contract Purchase  
Request to Purchase One (1) Packer Truck from State Contract for Solid Waste and Recycling Department

**DATE:** 09/21/2020

**BACKGROUND:**

The Purchasing Department received a request from the Solid Waste and Recycling Department to purchase one (1) packer truck from a state contract vendor. The new truck is a replacement for a 2010 Freightliner truck assigned to Public Works Solid Waste and Recycling Department, with over 374,763 miles of operation. The department utilizes the truck to pack trash in the containers at the convenience centers and to pick up white goods from the convenience centers. Solid Waste and Recycling requests the old packer to remain in inventory for emergency equipment use at the Bluffton convenience center.

**VENDOR INFORMATION:**

Carolina International Trucks, Inc., Columbia, SC

**COST:**

\$130,516

Insert Addition Vendor Info.

**FUNDING:**

Account 10401340-54200, Specialized Capital Equipment - Solid Waste. Current balance is \$160,000.

Funding approved: Yes By: raymond.williams Date: 09/03/2020

**FOR ACTION:**

Public Facilities Committee meeting on September 21, 2020.

**RECOMMENDATION:**

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contact ward of \$130,516 to purchase one (1) packer truck from Carolina International Trucks, Inc., in support of Solid Waste and Recycling operations.

Attachment: [PackerTruck.pdf](#) 2.09 MB [Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 09/04/2020




Check to override approval:  Overridden by:


Override Date:

Raymond Williams, Finance Director


Approved: Yes Date: 09/03/2020


Item 13.

Jared Fralix, Director, Transportation Engineering Depart  Approved: Yes  Date: 09/04/2020 

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

CC others

Approved by Committee:  

Approved by Council:  

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT

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

David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net), 843.255.2350

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to Purchase One Packer Truck from State Contract for Beaufort County’s Solid Waste and Recycling Department

DATE: August 31, 2020

**BACKGROUND:** The Purchasing Department received a request from the Solid Waste and Recycling Department to purchase one Packer Truck from a State contract vendor. The new truck is a replacement for a 2010 Freightliner Truck assigned to the Public Works Department, Solid Waste and Recycling Section, with over 374,763 miles of operation. The Department utilizes the truck to pack trash in the containers at the Convenience Centers and to pick up white goods from the Convenience Centers. Solid Waste and Recycling requests the old packer to remain on inventory for emergency equipment use at the Bluffton Convenience Center.

<b><u>STATE CONTRACT VENDOR INFORMATION:</u></b>	<b><u>COST</u></b>
Carolina International Trucks, Inc., Columbia, SC	\$130,516

**FUNDING:** Account # 10401340-54200, Specialized Capital Equipment-Solid Waste, with a balance of \$160,000.

**FOR ACTION:** Public Facilities Committee meeting on September 21, 2020.

**RECOMMENDATION:** The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$130,516 to purchase one Packer Truck from the aforementioned vendor in support of Solid Waste and Recycling operations.

Attachment: Pricing Information

cc: Ashley Jacobs, County Administrator  
Robert Bechtold, Interim Deputy County Administrator  
Jared Fralix, Assistant County Administrator, Engineering  
Hayes Williams, Interim Assistant County Administrator, Finance

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August 14, 2020

Prepared For:  
 Beaufort County  
 Katie Gottschalk  
 120 Shanklin Rd.  
 Beaufort, SC 29906-8402  
 (843)470 - 2735  
 Reference ID: state bid 2019

Presented By:  
 CAROLINA INTERNATIONAL TRUCKS, INC  
 Steve Wisner  
 1619 BLUFF RD  
 COLUMBIA SC 29201 -  
 (803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2021 HV607 SBA (HV607)**

AXLE CONFIG:	4X2
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 36200. Calc. GVWR: 37000 Calc. Start / Grade Ability: 26.77% / 1.59% @ 55 MPH Calc. Geared Speed: 76.9 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins B6.7 240} EPA 2017, 240HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.25
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 275/80R22.5 Load Range H X LINE ENERGY Z (MICHELIN), 517 rev/mile, 75 MPH, All- Position
TIRE, REAR:	(4) 275/80R22.5 Load Range H X MULTI ENERGY Z (MICHELIN), 515 rev/mile, 75 MPH, All- Position
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

PETERSEN GRAPPLE LOADER

\$ 130,516

\* STATE CONTRACT

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**Vehicle Specifications**  
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 61.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2  <u>Notes</u> : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck  <u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XCZ	BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle

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Vehicle Specifications  
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity
5AAA	STEERING COLUMN Stationary
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BKP	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7WCW	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time



**INTERNATIONAL®**Vehicle Specifications  
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON WWIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EJN	ENGINE, DIESEL {Cummins B6.7 240} EPA 2017, 240HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Ssqln, with 1167 Ssqln Charge Air Cooler, Includes In-Tank Oil Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

**INTERNATIONAL®****Vehicle Specifications  
2021 HV607 SBA (HV607)**

August 14, 2020

<u>Code</u>	<u>Description</u>
12VBB	AIR CLEANER Dual Element
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/B6.7 and ISL/L9 Engines
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission
14AHL	AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.25
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WHV	ANTI-SIPHON DEVICE for Single Tank; 2-Inch Diameter; Located inside Fuel Tank Fill Neck
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

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Vehicle Specifications  
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16PJW	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTH	WHEELS, FRONT {Maxion 10049} DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
28DTH	WHEELS, REAR {Maxion 10049} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7682533285	(4) TIRE, REAR 275/80R22.5 Load Range H X MULTI ENERGY Z (MICHELIN), 515 rev/mile, 75 MPH, All-Position
7682533286	(2) TIRE, FRONT 275/80R22.5 Load Range H X LINE ENERGY Z (MICHELIN), 517 rev/mile, 75 MPH, All-Position
	<b>Services Section:</b>
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SYR	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
13	ADMIN FEE
15	DOT

**INTERNATIONAL®**

Vehicle Specifications  
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
23	WASH
24	PETERSON GRAPPLE LOADER STAND UP CONTROL

**INTERNATIONAL®**

Body Allied/Equipment  
2021 HV607 SBA (HV607)

August 14, 2020

(US DOLLAR)

<u>Description</u>	<u>Price</u>
ADMIN FEE	\$900.00
DOT	\$51.00
WASH	\$150.00
PETERSON GRAPPLE LOADER STAND UP CONTROL	\$58,883.48

Total Body Allied/Equipment: \$59,984.48

**INTERNATIONAL®**

**Financial Summary  
2021 HV607 SBA (HV607)**

August 14, 2020

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$123,712.00	
Service Items	\$2,150.00	
Total Factory List Price Including Options:		\$125,862.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$128,212.00
Less Customer Allowance:		(\$58,180.46)
Total Vehicle Price:		\$70,031.54
Total Body/Allied Equipment:		\$59,984.48
Total Sale Price:		\$130,016.02
Total Per Vehicle Sales Price:		\$130,016.02
Total Net Sales Excluding Taxes:		\$130,016.02
IMF	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		<b>\$130,516.02</b>

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



End User: BEAUFORT COUNTY  
Contact: KATIE GOSSCHALK & BRAD MCABEE  
Ship To: TRUCK DEALER OR END USER

NCSA BID # 19-03-0504RR  
NOTE: Reference Bid # on P.O.  
[LINK: NCSA Terms & Conditions](#)

**Description** **Contract Price**

---

BODY MODEL **PETERSEN GRAPPLE LOADER - STANDUP CONTROL PLATFORM** **\$62,642.00**

BODY PAINT: ORANGE BOOM

**STANDARD EQUIPMENT**

- BASE TRUCK MOUNT LOADER, STANDUP OPERATORS PLATFORM BEHIND THE CAB
- HOT SHIFT PTO - OPERATE IN NEUTRAL ONLY
- DUAL HYDR. PUMP
- DUAL WALK THRU CONTROLS W/ FULL WIDTH PLATFORM
- HD SWING MOTOR - DIRECT DRIVE - 150,000 IN. LBS. TORQUE, 270 DEG. ROTATION
- TELESCOPIC BOOM EXTENSION 16'-20'
- 60" TRASH GRAPPLE BUCKET - SINGLE CYLINDER
- CONTINUOUS BUCKET ROTATOR
- FRAME MOUNT HYDRAULIC TANK. FULLY ACCESSORIZED W/ DROP IN FILTER
- 4-WAY HYDRAULIC STABILIZERS
- LED LIGHTING PACKAGE.
- WIRE LOOM FOR BODY WIRING
- HD CONTROL BOX W/ THROTTLE, HORN & ENGINE KILL SWITCH
- BOOM UP WARNING INDICATOR W/ AUDIBLE ALARM IN CAB

**OPTIONAL UPGRADES AND ACCESSORIES INCLUDED IN THIS QUOTE**

- DELETE TRASH BODY 1824TBS
- PETERSEN RL3 BASE LAODER
- QUADSTICK - DUAL MECHANICAL JOYSTICK CONTROLS - GREASLESS
- GRATING HEAT SHIELD UNDER OPERATORS PLATFORM.
- SINGLE CYLINDER TRASH BUCKET WITH CENTER TRAMPLE RAM
- OUTRIGGER STROBES (4) - HDHI LED
- HOSE GUARD - HEAD AND VALVE BANK - SHEILDS OPERATOR FROM HYDRAULIC HOSES.

**DEALER SERVICES INCLUDED**

- FRIEGHT - FACTORY TO AECI
- PDI & ONE (1) LOCAL MOVE TO TRUCK DEALER OR END USER
- AECI MOBILE ON-SITE WARRANTY PKG., 1 YR
- ON-SITE TRAINING - PROVIDED BY REQUEST

Subtotal:	\$ 62,642.00
Contract Discount:	\$ (3,758.52)
Total:	<b>\$ 58,883.48</b>

**BODY ETA:**

120 Days after receipt of chassis

QUOTED BY: RYAN AMICK

DATE: 6/1/2020

EXPIRES: 7/1/2020

**ADDITIONAL OPTIONS AVAILABLE****Add to Purchase Price:**

REAR VIEW CAMERA - 7" LCD MONITOR	\$ 1,260.00
WORK LIGHTS - (2) LED BOOM MOUNTED	\$ 355.00
TRAILER PACKAGE ON TRUCK	\$ 2,800.00
- HYDRAULIC PROVISIONS	
- PINTLE HITCH	
- ELECTRIC BRAKE PACKAGE	
OUTRIGGER INTERLOCK	\$ 1,180.00
- PREVENTS BOOM MOVEMENT UNTIL OUTRIGGERS ARE DEPLOYED.	
OUTRIGGER WARNING LIGHT WITH ALARM - WARNS OPERATOR THAT OUTRIGGERS ARE DOWN.	\$ 648.00

ADDITIONAL OPTIONS: Prices shown in additional options are not included in the purchase price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". DMV collects motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due 15 DAYS after delivery.

TITLEWORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

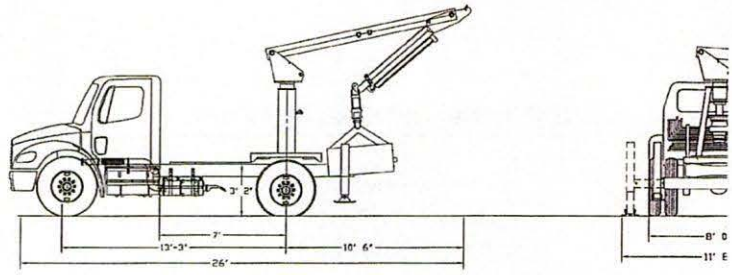
CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.





**GENERAL SPECIFICATIONS**

Reach	20 ft.
Main Boom & Tip Boom	16 ft.
Tip Extension	4 ft.
Outrigger Span	11 ft. 8 in.
Tare Weight (empty)	18,240 lbs.



**SYSTEM DESCRIPTION**

- Grapple loader mounted on a short frame chassis
- Designed for greater maneuverability
- Load into an attached dump trailer or into separate haul trucks

**RECOMMENDED CHASSIS (MINIMUM)**

Body Style	Conventional Cab	GVW Rating	33,000 lbs.
Cab-to-Axle Dimension	84 inches	Frame	900,000 RBM
Front Axle Rating	12,000 lbs.	Engine	210 HP Diesel
Rear Axle Rating	21,000 lbs.	Transmission	Automatic

**CONTROL OPTIONS**

- Dual manual controls (Dual walk-thru)
- QUADSTICK® mechanically linked dual joystick controls (Dual walk-thru)
- Side-mount seat controls – manual or mechanical joysticks
- Stationary Top-mount controls – manual or mechanical joysticks
- Side-mount with All-weather cab – manual or electronic joysticks, or pilot hydraulic joysticks
- Mobile Mount – racks between loader & chassis

**LIFT CAPACITY**

Radius	Over Rear	Over Side
10 ft. radius	7,100 lbs.	5,500 lbs.
16 ft. radius	4,400 lbs.	3,100 lbs.
20 ft. radius	3,200 lbs.	1,800 lbs.

**CONTACT PETERSEN INDUSTRIES FOR COMPLETE SPECIFICATIONS.**





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Contract award recommendation for RFQ#063020 Engineering and Consulting Services for Public Work's Stormwater Division
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee on September 21, 2020
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E.; ACA - Engineering
<b>ITEM BACKGROUND:</b>
New contract for consulting services for the Stormwater Division.
<b>PROJECT / ITEM NARRATIVE:</b>
On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for the Stormwater Engineering Consulting Services. This service includes opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services, which is estimated to end on October 1, 2021. The evaluation committee consisting of: Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager, Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the evaluating the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.
<b>FISCAL IMPACT:</b>
Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve the contract award.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Recommend contract award to Woolpert, Inc. to provide stormwater support &amp; design services for the Stormwater Division.</i>



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

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

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
 Recommendation of Contract Award for RFQ 063020, Stormwater Engineering and Consulting Services for Public Work's Stormwater Department

**DATE:** 09/21/2020

**BACKGROUND:**

On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for Stormwater Engineering Consulting Services. This service includes the opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services which is estimated to end on October 1, 2021. The evaluation committee consisting of Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager; Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.

**FIRMS FINAL RANKING:**

- |  |  |
|--|--|
| 1. Woolpert, Inc., Mount Pleasant, SC        | 6. Cranston Engineering Group, Bluffton, SC. |
| 2. Thomas & Hutton, Savannah, GA             | 7. Wood, Columbia, SC                        |
| 3. McCormick Taylor, LLC, Columbia, SC       | 8. Goodwyn Mills Cawood, Columbia, SC        |
| 4. Four Waters Engineering, Jacksonville, FL | 9. SEPI Engineering, Beaufort, SC            |
| 5. WK Dickson, Greenville, SC                | 10. Mattern & Craig, Charleston, SC          |

**VENDOR INFORMATION:**

Woolpert, Inc., Mount Pleasant, SC

**COST:**

TBD for each project/task

Insert Addition Vendor Info.

**FUNDING:**

Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.

Funding approved: Yes  By: raymond.williams Date: 09/09/2020

**FOR ACTION:**

Public Facilities Committee meeting occurring September 21, 2020.

**RECOMMENDATION:**

The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Woolpert, Inc., to provide Stormwater Engineering Consulting Services for a term of one (1) year ending October 1, 2021.

Attachment: SWater.pdf 372.01 KB [Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes  Date: 09/16/2020

Check to override approval:  Overridden by: \_\_\_\_\_

Override Date: \_\_\_\_\_

Raymond Williams, Finance Director

Approved: Yes  Date: 09/09/2020

Item 14.

<input type="text" value="Jared Fralix, Assistant County Administrator, Engineering"/>	Approved: <input type="text" value="Yes"/>	Date: <input type="text" value="09/14/2020"/>
Check to override approval: <input type="checkbox"/>	Overridden by: <input type="text"/>	Override Date: <input type="text"/> ready for admin: <input checked="" type="checkbox"/>
<input type="text" value="Nilesh Desai, Public Works Director"/>	Approved: <input type="text" value="Yes"/>	Date: <input type="text" value="09/10/2020"/>
Check to override approval: <input type="checkbox"/>	Overridden by: <input type="text"/>	Override Date: <input type="text"/> ready for admin: <input checked="" type="checkbox"/>

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



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

TO: Councilwoman Brain Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

**SUBJ: Recommendation of Contract Award for RFQ #063020 Stormwater Engineering and Consulting Services for Public Work's Stormwater Department**

DATE: September 21, 2020

**BACKGROUND:** On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for the Stormwater Engineering Consulting Services. This service includes opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services, which is estimated to end on October 1, 2021. The evaluation committee consisting of Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager, Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the evaluating the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.

**FIRMS FINAL RANKING:**

- |  |  |
|--|--|
| 1. Woolpert, Inc., Mount Pleasant, SC        | 6. Cranston Engineering Group, Bluffton, SC. |
| 2. Thomas & Hutton, Savannah, GA             | 7. Wood, Columbia, SC                        |
| 3. McCormick Taylor, LLC, Columbia, SC       | 8. Goodwyn Mills Cawood, Columbia, SC        |
| 4. Four Waters Engineering, Jacksonville, FL | 9. SEPI Engineering, Beaufort, SC            |
| 5. WK Dickson, Greenville, SC                | 10. Mattern & Craig, Charleston, SC          |

**COST:** To be determined for each project/task..

**FUNDING:**

Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.

**FOR ACTION:** PFC Committee meeting on September 21, 2020.

**RECOMMENDATION:** The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Woolport, Inc, to provide Stormwater Engineering Consulting Services for a term of one (1) year ending on October 1, 2021.

CC: Ashley M. Jacobs, County Administrator  
 Raymond Williams, Interim CFO, Finance  
 Jared Fralix, Assistant County Administrator, Engineering  
 Neil Desai, Public Works Director

Att: Final Ranking Summary

RFQ 063020 Stormwater Consulting Services for Beaufort County  
 INITIAL SCORE SHEET SUMMARY

<u>Evaluators</u>	<u>Name of Company</u>									
	<u>Wood (Formerly Amec Foster Wheeler)</u>	<u>Cranston Engineering</u>	<u>Four Waters Engineering</u>	<u>Goodwyn Mills Cawood</u>	<u>Mattern &amp; Craig</u>	<u>McCormick Taylor</u>	<u>SEPI</u>	<u>Thomas &amp; Hutton</u>	<u>WK Dickson</u>	<u>Woolpert</u>
Neil Desai	68	70	73	64	65	80	64	84	82	90
Jared Fralix	66	64	68	58	52	86	68	86	56	90
Katie Herrera	76	80	88	78	58	85	63	84	79	91
<b>TOTALS:</b>	210	214	229	200	175	251	195	254	217	271

Order	Rank Order	Score
1	Woolpert	271
2	Thomas & Hutton	254
3	McCormick Taylor	251
4	Four Waters Engineering	229
5	WK Dickson	217
6	Cranston Engineering	214
7	Wood	210
8	Goodwyn Mills Cawood	200
9	SEPI	195
10	Mattern & Craig	175



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Beaufort County Airport – Hangar Ground Lease Agreement
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee September 21, 2020
<b>PRESENTER INFORMATION</b>
Jared Fralix, ACA – Engineering John Rembold, Airports Director (Alternate) (Time Needed for Item Discussion = 5 min)
<b>ITEM BACKGROUND:</b>
As a result of the growth of general aviation at the airport, there is a need and an interest for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the construction of aircraft hangars.
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County Airport - Hangar Ground Lease Agreement
<b>FISCAL IMPACT:</b>
Construction will be privately funded. Risk Management has been consulted regarding insurance requirements.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve the hangar ground lease agreement for aircraft storage at ARW Airport.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny “Beaufort County Airport AWR Hangar Ground Lease Agreement. Move forward to Council for First Reading on September 28, 2020.



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

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

TO: Councilman Chris Hervochon, Chairman, Finance Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: Negotiate a Contract
Recommendation for Approval: ARW Hangar Ground Lease Agreement

DATE: 09/21/2020

BACKGROUND:

As a result of the growth of general aviation at the airport, there is a need for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the private construction of aircraft hangars. Several parties have indicated strong interest in developing hangar space at the airport. This agreement gives the airport the tool it needs to proceed. The benefit to the airport and to the county is an increase in economic activity at the airport and in the community through fuel sales, tax revenues, and local private investment.

Hangars will be privately developed via private capital so the airport will not be required to invest significant capital in this project.

VENDOR INFORMATION:

COST:

Privately developed hangars via private capital \$ 0.00

Insert Addition Vendor Info.

FUNDING: N/A

Funding approved: Yes By: raymond.williams Date: 09/14/2020

FOR ACTION: Finance Committee meeting occurring September 21, 2020.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council approval of the hangar ground lease agreement.

Attachment: HangarGroundLeaseAgreement.pdf 10.35 MB Click here to attach a file

cc: Ashley Jacobs, County Administrator Approved: Yes Date: 09/16/2020
Check to override approval: Overridden by: Raymond Williams, Finance Director Override Date:
Approved: Yes Date: 09/14/2020



Item 15.

Jared Fralix, Assistant County Administrator, Engineering  Approved: Yes  Date: 09/14/2020   
Check to override approval:  Overridden by:  Override Date:  ready for admin:

Jon Rembold, Director, Airports Department  Approved: Yes  Date: 09/14/2020   
Check to override approval:  Overridden by:  Override Date:  ready for admin:

CC others

Approved by Committee:    
Approved by Council:

After Initial Submission, Use the Save and Close Buttons



TO: Councilman Brian Flewelling, Chairman, Beaufort County Public Facilities Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Recommendation for approval: ARW Hangar Ground Lease Agreement

DATE: September 21, 2020

**BACKGROUND:**

As a result of the growth of general aviation at the airport, there is a need for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the construction of aircraft hangars. The director’s goal is to develop a good land-use plan for ARW that will provide environmentally acceptable, functional, and aesthetically pleasing facilities for the general aviation customer. This is an opportunity for a positive economic development at the airport.

The Beaufort County Airports Board strongly endorses this plan and requests County Council support.

Hangars will be privately developed via private capital so the airport will not be required to invest significant capital in this project.

**FOR ACTION:**

Public Facilities Committee meeting occurring September 21, 2020.

**RECOMMENDATION:**

The Public Facilities Committee approve and recommend to County Council approval of the hangar ground lease agreement.

**Encl:** ARW Hangar Ground Lease Agreement  
 Site Exhibit  
 Example of Typical Hangars



TO: Councilman Brian Flewelling, Chairman, Beaufort County Public Facilities Committee

FROM: Jon Rembold, Airports Director

SUBJ: Recommendation for approval: ARW Hangar Ground Lease Agreement

DATE: September 21, 2020

**BACKGROUND:**

As a result of the growth of general aviation at the airport, there is a need for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the private construction of aircraft hangars. Several parties have indicated strong interest in developing hangar space at the airport. This agreement gives the airport the tool it needs to proceed. The benefit to the airport and to the county is an increase in economic activity at the airport and in the community through aviation fuel sales, tax revenues, and local private investment.

Hangars will be privately developed via private capital so the airport will not be required to invest significant capital in this project.

**FOR ACTION:**

Public Facilities Committee meeting occurring September 21, 2020.

**RECOMMENDATION:**

The Public Facilities Committee approve and recommend to County Council approval of the hangar ground lease agreement.

**Encl:** ARW Hangar Ground Lease Agreement  
 Site Exhibit  
 Example of Typical Hangars

**ORDINANCE 2020/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO LEASE AGREEMENTS WITH AIRCRAFT OWNERS WHO DESIRE TO CONSTRUCT AN AIRCRAFT HANGAR IN DESIGNATED AREAS AT THE BEAUFORT COUNTY AIRPORT**

**WHEREAS**, the Beaufort County Airport (“Airport”) has a Master Plan and Airport Layout Plan with changes that depict areas for future hangar development; and

**WHEREAS**, by entering into ground leases, “Exhibit A”, allowing private development at the airport, Beaufort County saves significant capital investment while still achieving the goal of hangar construction; and

**WHEREAS**, multiple aircraft owners have expressed a desire to develop “box” or “executive” type aircraft hangars similar to those shown in “Exhibit B” for their aircraft; and

**WHEREAS**, a significant source of revenue for the airport is fuel sales, therefore it is to the economic benefit of the airport to lease land to develop such hangars as they typically house aircraft which tend to purchase more fuel; and

**WHEREAS**, in the development area, there is adequate acreage for multiple hangar buildings, as shown in “Exhibit C”, attached hereto and incorporated herein by reference; 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 leases with the future developers of the leased areas for the long-term benefit of the Beaufort County Airport.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into lease agreements with the future developers of areas designated for the construction of aircraft hangars at the Beaufort County Airport.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

**EXHIBIT A**

**BEAUFORT COUNTY AIRPORT**

**AIRCRAFT HANGAR AGREEMENT AND GROUND LEASE**

**WITH**

---

**[name of tenant]**

**BEAUFORT COUNTY AIRPORT  
AIRCRAFT HANGAR AGREEMENT AND GROUND LEASE**

THIS AGREEMENT AND GROUND LEASE (“Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the COUNTY of BEAUFORT, a political subdivision of the State of South Carolina (the “County”), and \_\_\_\_\_ [name of tenant] a \_\_\_\_\_ [state of organization and type of legal entity] (the “Lessee”).

**WITNESSETH:**

WHEREAS, the County is owner and operator of the Beaufort County Airport (hereinafter “Airport”) including vacant land all of which is located at 39 Airport Circle in Beaufort County, South Carolina; and

WHEREAS, Lessee is the owner or operator of an aircraft which it wishes to base at the Airport; and

WHEREAS, County has land available at the Airport which is suitable for the erection and use of an aircraft storage hangar (the “Site”); and

WHEREAS, Lessee wishes to lease the Site from County and to construct a hangar thereon, and County is willing to lease the Site to Lessee on the terms and conditions provided and set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, agreements and conditions set forth below, County does hereby agree to lease the Site set forth below to Lessee, and Lessee does hereby agree to lease the Site from County.

## ARTICLE I

### LEASED PREMISES

Section 1.1 Leased Premises. County hereby demises and lets to Lessee and Lessee hereby takes and accepts from County a leasehold interest in that portion of the Airport ("Site") depicted on Exhibit "A" hereto, consisting of \_\_\_\_\_ acres, more or less and located at \_\_\_\_\_ [address if applicable]. The Site, along with the improvements to be constructed thereon pursuant to this Agreement in Section 1.2 below ("Leasehold Improvements") shall be called the "Leased Premises".

Section 1.2 Improvements by Lessee. Lessee will cause to be erected, constructed, or installed on the Leased Premises such improvements as Lessee shall determine are reasonably necessary or desirable to serve as the storage hangar for Lessee's aircraft (the "Leasehold Improvements"). Upon the expiration or other termination of this Agreement, Lessee shall surrender to County possession of all Leasehold Improvements except personal property and trade fixtures of Lessee then existing on or within the Leased Premises.

Section 1.3 Design of Improvements. Unless otherwise agreed by the parties in writing, Lessee shall, within sixty (60) days of the execution of this Agreement by all parties submit to County plans for constructing, erecting and installing the Leasehold Improvements on the Leased Premises. The plans shall be in final form and shall consist of (1) working drawings, (2) technical specifications, (3) bid documents and (4) schedule for accomplishing improvements. Construction shall be completed within eighteen (18) months of inception of lease unless otherwise approved by the Airports Director.

Section 1.4 Architectural Requirements. Architecture ("Leasehold Improvements") will have to be "approved" by the appropriate committee of the Airports Board. All structural improvements, signs, equipment and interior design and decor constructed or installed by

Lessee, its agents or contractors, including the plans and specifications therefor, shall conform in all respects to applicable statutes, ordinances, building codes and rules and regulations.

Section 1.5 Bonds or Letter of Credit. To ensure that mechanic's liens are not placed on airport property, and to ensure that capital improvements once initiated are completed and not abandoned before completion, County requires Lessee to provide either payment and performance bonds or Letters of Credit in an amount equal to the anticipated costs of construction plus ten (10) percent for contingencies.

Section 1.6 Construction of Improvements. Upon written approval of its plans and specifications by the County, Lessee shall have the right and obligation to enter the Leased Premises, take possession thereof and commence constructing the Leasehold Improvements. Unless otherwise agreed by the parties in writing, such construction shall begin within thirty (30) days after the later of (i) the date of County's written approval of Lessee's plans or (ii) the granting of all necessary permits and approvals by all governmental bodies in charge of the approval processes, and shall be continuous and expedited so that the Leasehold Improvements shall be completed as soon as practicable. All contractors shall maintain general liability and worker's compensation/employer's liability insurance coverage reasonably satisfactory to the County. Lessee shall provide builder's risk insurance naming the lender and the County as loss payees with respect to 100% in value of the improvements to be provided under such contracts. No Leasehold Improvements, unattached fixtures or equipment shall be subject to any liens whether created by operation of law or by agreement. All construction shall, in all material respects, conform to and comply with all applicable statutes, ordinances, building codes, rules and regulations of such authorities as may have jurisdiction over any aspect of said construction. Lessee, at its sole cost and expense, shall also procure all building, safety, fire and other permits necessary for any construction.



Section 1.7 As Built Drawings; Cost Certification. Within thirty (30) days of completion of construction of the Leasehold Improvements, hereby defined as the date of Lessee's Certificate of Completion, Lessee shall deliver to County a complete set of as-built drawings.

Section 1.8 Encumbrances on Leased Premises. The Leased Premises shall be accepted by Lessee subject to any and all then existing easements or other encumbrances, and County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil or gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across and along the Leased Premises, or any part thereof, and to enter thereupon at reasonable times for any and all such purposes; provided, however, that no right of County provided for in this section shall be so exercised as to interfere unreasonably with the Lessee's use of the property and improvements pursuant to this Lease.

Section 1.9 Condition of Leased Premises. Lessee accepts the Site in "as is" condition.

Section 1.10 Title to Leased Premises in County. Lessee agrees and acknowledges that title to the Leased Premises is, and shall remain, in County. Lessee agrees that its sole interest in the Leased Premises is and shall be that of a tenant.

Section 1.11 Utilities. Lessee agrees to pay for all utilities used by or attributed to it at, or in connection with its use of, the Leased Premises, including, but not limited to, service deposits, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling the Lessee to a credit under any other provision of this Agreement. In all instances of any damages to any utility service line caused by Lessee, its employees, contractors, suppliers, agents or invitees, Lessee shall be responsible for the cost of repair. If other Lessees subsequently tie into infrastructure which was previously installed by another Lessee ("original Lessees"), the original Lessee(s) shall be entitled to a pro-rata reimbursement of the costs of installing the infrastructure which is being tied into.

Section 1.12 Rights on Airport. County hereby grants to Lessee the right to store its aircraft ("aircraft") in and on the Leased Premises. In connection with its rights to use and occupy the Leased Premises, Lessee shall have the additional following rights:

(a) Access to and From Airfield. The right (which shall extend to Lessee's employees, patrons, guests and invitees), in common with others, of free ingress and egress by aircraft from the Leased Premises to the airfield.

(b) Use of Apron as Taxiway. The right to taxi its aircraft across the aircraft aprons appurtenant to the public general aviation terminal at the Airport ("FBO Aprons"), as needed to access the airfield in common with others to which County has granted a similar right. Lessee agrees to abide by any apron taxi lanes established by the County from time to time to regulate the movement of aircraft on and over the FBO Aprons and to conduct Lessee's operations in such a manner so as not to interfere with the use thereof by other lessees, licensees or permittees of the County. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees in connection with the aircraft.

(c) Public Aircraft Facilities. The right, in common with others, to use existing and future facilities on the Airport that provide for the landing, taking off and taxiing of aircraft including navigational aids, hazard designation and warning devices, air field security roads and fences, lighting and clear zone areas, subject to the applicable fees set from time to time by the County. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees in connection with the aircraft.

(d) Common Facilities. The right, in common with others, to use the public portions of the Airport and appurtenances thereto. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees in connection with the aircraft.

(e) Ingress and Egress. The right, in common with others, of free ingress to and egress from the Leased Premises over Airport roads, driveways and common areas,

as the same shall be specified as such from time to time by the County; provided, however, the foregoing is not intended in any way to relieve Lessee of its obligations to comply with the Airport's Security Plan (as described in Section 2.12 hereof) in force from time to time as required by the United States or its departments and agencies. Accordingly, Lessee shall be responsible for, among other things, controlling access to aircraft parked, stored or otherwise located on the Leased Premises and the air operations area. Lessee shall be responsible for payment of all fines or penalties resulting from violations of the Security Plan, whether published or in force by virtue of local, state or federal law or regulation. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

(f) Signs. The right to install identification and directional signs on and about the Leased Premises, subject to prior written approval of the Airports Director, which approval shall not be unreasonably withheld, unless the Director shall have provided such signs as part of an overall sign program, and in all events, such signs shall conform to any overall sign program of the County.

Section 1.13 County's Right to Enter and Inspect. Upon reasonable notice to Lessee (except for emergency or safety matters, in which event, no notice shall be required) the County shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of inspection, protection or exercising any rights under this Agreement. It shall also have the right, upon reasonable notice to Lessee, to show the Leased Premises at any time within six (6) months prior to the termination of this Agreement.

Section 1.14 County's Right to Install Utilities. The County shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of installing any utility lines or related equipment necessary for the Lessee or other users of the Airport.

Section 1.15 Surrender of Leased Premises at Termination. Upon termination, default or other expiration of this Agreement, Lessee shall immediately surrender the Leased Premises to County. Any and all capital improvements and fixtures shall become part of the Leased Premises and shall be surrendered to the County in good condition reasonable wear and tear

excepted. Lessee's failure to surrender the Leased Premises to County within sixty (60) days of County's request for the same based on termination, default of expiration of the Agreement shall constitute surrender unless Lessee initiates legal action to prevent the same within forty five (45) days of County's request for the same.

## ARTICLE II

### LEASE TERM AND RESTRICTIONS ON USE

Section 2.1 Effective Date/Commencement Date. The Commencement Date shall be the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Section 2.2 Term; Option to Extend. The term of this Agreement ("Term") shall be twenty-five (25) years and shall commence on the Commencement Date and, unless terminated earlier pursuant to law or the provisions hereof, shall continue until midnight on January 31, 20\_\_\_\_\_ ("Termination Date"). Lessee may elect to extend the lease one (1) time for an additional five-year term at a rate to be determined by the Airports Director.

Section 2.3 Holding Over. Should Lessee hold over on any part of the Leased Premises with respect to which this Agreement has terminated, such holding over shall be deemed merely a month-to-month tenancy, but otherwise on all the terms and conditions herein provided.

Section 2.4 Right of County to Terminate by Cancellation. If, at any time during the original term or any renewal term hereof, County requires the use of the Leased Premises for airfield related purposes, including, but not limited to, expansion of runways and taxiways and compliance with any safety, clearance, or setback requirements that may be promulgated by FAA or any successor agency, this Agreement may be canceled by the County. Should the County elect to so cancel this Agreement it shall (i) advise Lessee as soon as possible when the issue arises and (ii) give Lessee written notice of cancellation and the purpose therefor at least one hundred eighty (180) days prior to the effective date of such cancellation ("Cancellation Date"). Upon such notice and the expiration of such notice period this Agreement shall automatically terminate and be of no further force and effect. Upon any such cancellation the County shall reimburse to Lessee an amount calculated by multiplying Lessee's certificated Cost of Leasehold

Improvements by a fraction, the numerator of which shall be the number of months remaining on the Term hereof as of the date of termination and the denominator of which shall be three-hundred (300).

Section 2.5 Restrictions on Use. The Leased Premises and the Leasehold Improvements and all other property located thereon shall be used solely and exclusively as the base for Lessee's owned or leased aircraft and for no other business or activity whatsoever. It shall be a violation of this Lease for Lessee to use the property for any illegal use or for the purpose of furthering any illegal activity. Lessee shall not store aircraft that it does not own, lease and operate; Lessee shall not store itinerant aircraft in or on the Leased Premises except for such time as the owners or operators thereof are short-term guests, defined as less than fourteen (14) days per calendar year, of the Lessee. Lessee may service, and perform light maintenance on Lessee's aircraft in the hangar. Any service or maintenance required for any Aircraft belonging to or operated by guests or invitees of Lessee at the Leased Premises or elsewhere on the Airport shall be obtained from the FBO Manager or a licensed aircraft maintenance company located on the Airport, if possible.

Lessee is prohibited from engaging in any commercial activity whatsoever, aeronautical or otherwise, on or in the Leased Premises or elsewhere on the Airport except pursuant to a separate commercial business lease agreement granted to lessee by the Airports Director.

Section 2.6 Aviation Fuel/Aircraft Servicing. County operates the FBO on the Airport, including the General Aviation Terminal, hangars and aircraft parking aprons, and maintains and operates aviation fuel storage and delivery facilities from which it sells and dispenses aviation fuel to based aircraft owners and operators and itinerant aircraft owners and operators. Fuel will be sold to and pumped into Lessee's aircraft by County's FBO Staff. The fueling of tenant aircraft shall be provided by the FBO. All fuel shall be purchased from the FBO.

Section 2.7 Abandonment. Unless agreed to by the parties in writing, the failure of Lessee to utilize the Leased Premises over a continuous period in excess of one-hundred twenty (120) days for reasons which are not otherwise excused under this Agreement shall be deemed an abandonment of the Leased Premises by Lessee and therefore a failure to perform Lessee's

obligations under this Agreement. Upon such abandonment, County shall have the right, but not the obligation, to give notice of default under Section 9.1(d) hereof. The mere occupancy of the Leased Premises by an employee of Lessee without the storage of aircraft in the Hangar shall not mitigate the requirements of this section.

Section 2.8 Garbage and Refuse Storage and Removal. Lessee shall be responsible for garbage and refuse storage and removal in compliance with all Airport and other applicable rules and regulations regarding the disposal of trash and garbage, and at Lessee's expense.

Section 2.9 Noise, Waste, Odor, Vibrations and Annoyances. Lessee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste (which includes failing to maintain improvements to standards established by the County and allowing capital improvements to deteriorate) at the Leased Premises or annoy, disturb or be offensive to others at the Airport, and shall take all reasonable measures, using the latest known and most practicable devices and means, to prevent waste and to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage any Leasehold Improvements or interfere with activities at the Airport, and to maintain a sound level in its operations that is in compliance with any applicable governmental rules and regulations.

Section 2.10 Prohibited Acts. In connection with the exercise of its rights to use and occupy the Leased Premises, or otherwise in its use of or on the Airport, Lessee shall not:

- (a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property;
- (b) Conduct its operations in a manner that interferes with reasonable use by others of common facilities;
- (c) Conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement;

(d) Conduct or facilitate illegal activities on Airport property or use the aircraft for illegal purposes or to further illegal activities; or

(d) Store bulk aviation gasoline (AVGAS), kerosene, automobile gasoline, oils, or other petroleum liquids in or at the Leased Premises without prior permission of the Airport Director.

Section 2.11 Environmental Representation and Covenants.

(a) Except as is necessary for the normal and ordinary use of the Leased Premises, as set forth in Section 2.5 above, Lessee shall not cause, permit or suffer any Hazardous Materials (as defined below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises or any portion thereof, by Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns, except in strict compliance with the Environmental Laws, as defined below. For purposes of this Agreement and this section, the term "Hazardous Materials" shall mean and include, without limitation, all types of chemical substances, petroleum products, flammable explosives, radioactive materials, urea, formaldehyde, PCB's, asbestos or material containing asbestos, and any other illegal, regulated, hazardous, toxic, dangerous or otherwise harmful waste, substance or material. For purposes of this Agreement and this paragraph, the term "Environmental Laws" shall mean and include, without limitation, any and all federal, state, county, city or other law, statute, ordinance, treaty, code, rule, regulation, order or decree as may now or at any other time be or have been in effect, regulating, establishing liens for the cleanup of, imposing liability or standards of conduct concerning, or in any manner relating to any Hazardous Materials. For purposes of this Agreement and this paragraph, the term "Release" shall mean and include, without limitation, any and all discharging, spilling, leaking, dumping, emitting, emptying, seeping, injecting, escaping, leaching, disposing and the like.

(b) Lessee shall not cause, permit or suffer the existence or the commission by Lessee, its agents, employees, contractors or invitees, or by any other person, of a violation of any Environmental Laws upon, about or beneath the Leased Premises or any portion thereof.

(c) Lessee shall not create or suffer to exist with respect to the Leased Premises, or permit any of its agents, employees, contractors, or invitees to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind arising out of any Environmental Laws. Should any such lien, security interest or other charge or encumbrance be filed against the Leased Premises, Lessee shall cause said lien, security interest or other charge or encumbrance to be removed from the Leased Premises or shall provide a bond satisfactory to County for the payment or satisfaction thereof. Said actions shall be taken by Lessee as soon as practicable; provided that said actions shall be taken in no event later than thirty (30) days from the filing, posting or notice of such lien, security interest or other charge or encumbrance.

(d) Lessee covenants and agrees, at its sole cost and expense, to defend, indemnify and hold harmless County from and against any and all damages (including without limitation all foreseeable and unforeseeable consequential damages), losses, liabilities, obligations, penalties, costs (including without limitation, the cost of any required or necessary inspection, audit, cleanup or detoxification and the preparation of any closure or other required plans, consent orders, license applications, or the like), personal injury or death, damage to property, claims, litigation costs, disbursements or expenses including, without limitation, attorneys and experts reasonable fees and disbursements which may at any time be imposed upon, incurred by or asserted or awarded against County, and arising from or out of (i) the use, generation, storage, disposal of or the release of any Hazardous Materials by Lessee, its employees, agents and contractors upon, about, beneath or affecting all or any portion of the Leased Premises or any surrounding areas, where such surrounding areas have been contaminated as a result of the use or Release of Hazardous Material by Lessee, its



employees, agents and contractors on the Leased Premises, or (ii) the enforcement of this Agreement as to matters concerning this Section 2.10 arising after the Commencement Date, whether or not any claims prove to be true or false.

(e) Lessee shall, upon demand of County, and at its sole cost and expense, promptly take all remedial actions with respect to the Leased Premises which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to remove any Hazardous Materials from the Leased Premises and restore the Leased Premises to compliance with the Environmental Laws, which remedial action is necessitated from the presence upon, about or beneath the Leased Premises of any Hazardous Material because of, or violation of any Environmental Laws by, Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns. Lessee shall take all actions necessary to restore the Leased Premises to the condition existing prior to the Commencement Date, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Any such remediation shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Leased Premises.

(f) Should Lessee have heretofore caused or permitted from the Commencement Date, or cause or permit subsequent to the Commencement Date, any intentional or unintentional Release of Hazardous Materials upon, about or beneath the Leased Premises, whether or not such Release results in damage to soil, surface water, ground water, flora, fauna or humans on the Leased Premises, or within waters of the State or the United States, or on other properties, it shall promptly notify all federal, state and local regulatory agencies of the release as required by law and shall notify County of the release, in writing, within seven (7) days of determining that a Release has occurred. Lessee shall further notify County within seven (7) days after the receipt by Lessee of notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the matters referenced in this paragraph. It is expressly understood and agreed that failure by County to object to any actions taken by Lessee hereunder shall not

be construed to be an approval by County of Lessee's actions, nor shall it be construed as a waiver by County of any right related thereto.

(g) County shall, at all times, be free to inspect the Leased Premises and may independently establish to its satisfaction and in its absolute discretion the existence or non-existence of any fact or facts, the existence or non-existence of which is relevant to any claim or defense of any matter related herein, and Lessee shall allow County or its agents access to the Leased Premises as is reasonably necessary to establish such facts.

(h) Should Lessee fail to perform or observe any of its obligations or covenants contained in this paragraph, then County shall have the right, but not the duty, without limitation upon any of the other rights of County pursuant to this Agreement, to enter the Leased Premises itself or through its agents, consultants or contractors and perform the same. Lessee agrees to indemnify County for the costs thereof and liabilities therefrom as set forth in subsection (d) above. The provisions of this Section 2.11 shall survive the termination of this Agreement.

Section 2.12 Airport Security. Lessee acknowledges that the Airport may have certain security requirements imposed upon it by the United States, including the Department of Homeland Security and the Transportation Security Administration. Lessee agrees that its use and occupancy of the Leased Premises will be bound and constrained by any such security requirements that it is given Notice of, and that, upon notification by the Airport, it will abide by and comply with all such restrictions, constraints, rules, regulations, orders, plans or decrees (collectively "Security Plan") enacted by, or imposed upon County, by the United States and its security agencies in, on and about the Leased Premises and the Airport. Lessee further agrees that the requirement to comply with any such Security Plan shall not entitle Lessee to damages or the right to terminate or modify this Agreement.

Section 2.13 Additional Compliance Requirements. It is intended that the standards, obligations and duties imposed by this Article II shall be maintained and complied with by Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than

the standards, duties and obligations imposed on Lessee hereunder, then Lessee shall comply with such laws, ordinances and regulations in its operations under this Agreement. Noncompliance with any governmental law, ordinance or regulation, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been abandoned or the time for objection or appeal has expired.

### **ARTICLE III**

#### **RENTS, FEES AND CHARGES**

Section 3.1 Ground Rent. For each twelve (12) month period beginning on the Commencement Date ("Lease Year"), Lessee shall pay to County, for the premises and privileges granted hereunder, the amount of twenty-five (.25¢) cents per square foot of leased property.

The annual rental shall, by agreement of the parties each year, be payable in lump sum at the beginning of each twelve-month period or be payable in twelve (12) equal monthly installments of \$ \_\_\_\_\_, in advance and without demand, on the first day of each month. All such payments are to be made in lawful money of the United States of America.

Section 3.2 Rental Adjustments. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of the third anniversary of the Commencement Date. The annual lease payment ("rent") set forth above shall increase three (3%) percent beginning three (3) years from the date the lease commences and continuing each year thereafter throughout the life of this Agreement.

Section 3.4 Reserved.

Section 3.5 Method and Manner of Payment. All payments required to be made by Lessee hereunder shall be made in lawful money of the United States of America in the offices of the Airport Director at the FBO or to such other location as the Airport Director may designate in writing to Lessee.

Section 3.6 Delinquent Payments. Without waiving any other right of action available to the County, should Lessee be delinquent in paying the County any payment required by this Agreement for a period of ten (10) days or more, Lessee shall pay the County interest thereon at the rate of eighteen percent (18%) per year from the date such amount was due and payable until paid.

Section 3.7 Fees and Taxes. The Lessee agrees to pay, when due, all fees, taxes and assessments charged, assessed or levied by any governmental authority on the Leased Premises and lessee's personal; property therein and thereon, or in order to carry on Lessee's business at the Leased Premises. No such payment shall be considered a payment of rent, fees or use charges entitling the Lessee to a credit under any other provision of this Agreement. The failure to pay any tax, license, fee, or assessment, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been resolved in the taxing authority's favor or abandoned or the time for objection or appeal has expired.

Section 3.8 Triple Net Lease. This Agreement shall be without cost to County during the Term and any subsequently granted renewal terms, continuance, replacement lease or hold over. It is the intent of County and Lessee that this Agreement be defined, interpreted and enforced as a triple net lease to County and Lessee shall pay all costs and expenses associated with occupancy and use of the Leased Premises, except as expressly set forth herein.

## **ARTICLE IV**

### **MAINTENANCE, ALTERATIONS, REPAIRS AND UPKEEP**

Section 4.1 Maintenance of the Leased Premises. The provisions of Section 3.8 hereof notwithstanding:

- (a) Lessee shall be obligated, without cost to the County, to maintain the Leased Premises and every part thereof in good appearance, repair and safe condition. Lessee shall maintain the Leasehold Improvements, and all interior finishes, furnishings, unattached fixtures and equipment located on the Leased Premises.

(b) The County shall be the sole judge of the quality of maintenance. The County or its authorized agents may at any time, without notice, enter upon the Leased Premises to determine if maintenance satisfactory to the County is being accomplished. If County determines in its sole and absolute discretion that the maintenance of the Leased Premises is deficient, it may mitigate the deficiency at Lessee's expense and the cost of such mitigation shall be billed to Lessee by County, and paid by Lessee, as additional rent hereunder. Lessee shall remit the amount of such additional rent to County within fifteen days of receipt of County's documented statement of the cost of such mitigation.

Section 4.2 Repairs. The Lessee agrees to make all reasonably necessary repairs and replacements of the Leasehold Improvements. All such repairs and replacements shall be of quality equal to the original in materials and workmanship. Should Lessee fail to make such repairs, County shall have the right to enter the Leased Premises and make such repairs, or cause them to be made, and the cost thereof shall be chargeable to Lessee as additional rent hereunder. Lessee shall remit the amount of such costs to County within fifteen days of receipt of County's documented statement of the cost of such repairs.

Section 4.3 Condition at Termination. Lessee agrees to surrender and deliver up the Leased Premises at the termination of this Agreement in good order and condition, reasonable wear and tear excepted. Upon termination of this Agreement, Lessee shall have the right to remove all of its removable personal property and trade fixtures from the Leased Premises provided such removal is done within thirty (30) days of such termination and in a manner so as not to deface or otherwise adversely affect the physical appearance of the Leased Premises.

Section 4.4 Alterations to Leased Premises. Before making alterations to the Leasehold Improvements Lessee shall first obtain the written consent of the Airport Director, such consent not to be unreasonably withheld or delayed. All alterations to the Leased Premises made by the Lessee shall be made at the Lessee's expense and shall be made in a workmanlike manner without damage to the Leased Premises, except such that is repaired or corrected by the Lessee. The Airport Director shall have the right to review and approve in writing the plans and

specifications for such alterations and to impose requirements for permits, insurance and bonding for such improvements and alterations.

## ARTICLE V

### INDEMNIFICATION AND INSURANCE

Section 5.1 Indemnification - County Held Harmless. It is an express condition of this Agreement that, except where caused solely by its negligence, County, its elected officials, officers, agents and employees shall be free from any and all claims, debts, demands, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its agents or employees, or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Leased Premises or any part thereof, or otherwise arising from Lessee's operations under and during the term of this Agreement; and Lessee shall indemnify, defend and save harmless the County, its elected officials, officers, agents and employees against and from any and all such claims, demands, debts, liabilities and causes of action (including attorneys' fees and costs). In any circumstances in which Lessee provides a defense to the County, it shall employ attorneys for such defense that are reasonably acceptable to County. The provisions of this indemnity shall survive the termination of this Agreement.

Section 5.2 Liability Insurance. Lessee shall maintain an insurance policy on all aircraft that shall occupy the leased hanger. This policy shall have minimum limits of coverage in the amount of one million dollars (\$1,000,000). Beaufort County shall be named as an additional insured under the policy. Prior to (or within fifteen (15) days after the effective date of this Agreement, Lessee shall provide County with a certificate showing proof of such insurance. Said certificate shall be obtained from the underwriter and not the agent. Lessee shall notify County of any changes in the insurance coverage and shall do so within fifteen (15) days of the effective date of the change.

All liability policies shall be occurrence based.

Section 5.4 Fire and Extended Coverage. Lessee, at its own cost and expense, shall insure for fire and extended coverage risks all Leasehold Improvements on the Leased Premises. Such insurance shall be in an amount equal to the full insurable value of such improvements. All fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of the Leasehold Improvements or paid to the County in accordance with Article VI hereof.

Section 5.5 Certificates Evidencing Coverage: Insurer Acceptable to County. A certificate evidencing all insurance coverage required of Lessee under this Article V shall be filed with the County on or prior to the Commencement Date, and such certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the County. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with the County. If such insurance coverage is canceled or reduced, the Lessee shall within fifteen (15) days after receipt of written notice from the County of such cancellation or reduction in coverage, file with the County a certificate showing the required insurance has been reinstated or provided through another insurance company or companies. The company or companies furnishing insurance pursuant to this Article V shall be qualified to issue insurance effective in the State of South Carolina and be of sound and adequate financial responsibility to fulfill their obligations hereunder, and to that end the selection of such insurance companies shall be subject to the approval of County, which approval shall not be unreasonably withheld.

Section 5.6 Waiver of Subrogation. County and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried hereunder, to the extent permitted by the applicable insurance policy or policies, the party carrying or required to carry such insurance and suffering any such loss hereby releases the other of and from any and all claims with respect to such loss and County's and Lessee's insurance

companies shall have no right of subrogation against the other or any party hereto on account thereof.

## ARTICLE VI

### **DAMAGE OR DESTRUCTION TO LEASED PREMISES**

In the event of damage or casualty to any part of the Leased Premises including the Leasehold Improvements, Lessee shall be required to repair or replace damaged property. If Lessee elects to terminate the Lease, Lessee shall pay to County the amount of insurance proceeds it receives for such damage or casualty.

## ARTICLE VII

### **ASSIGNMENT AND SUBLETTING**

Lessee shall neither assign nor transfer this Lease, or any right or leasehold interest granted to it by this Agreement, without the written consent of the Airports Director such consent not to be unreasonably withheld. Any such assignment or sublease shall be in writing and promptly upon the execution thereof, Lessee shall furnish a copy to the County.

## ARTICLE VIII

### **DEFAULT BY LESSEE**

Section 9.1 **Default**. The happening of any one or more of the following listed events and the expiration of any notice and cure periods herein provided (which events, upon such expiration, are hereinafter referred to singularly as “Event of Default” and plurally as “Events of Default”) shall constitute a breach of this Agreement on the part of Lessee, namely:

- (a) The filing by, on behalf of, or against Lessee of any petition or pleading to declare Lessee a bankrupt, voluntary or involuntary, under any Bankruptcy Act or law, which is not dismissed within sixty (60) days after the date of filing.



(b) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts, which is not dismissed within sixty (60) days after the date of filing.

(c) The failure of Lessee to pay any rent or any other amount payable under this Agreement within ten (10) days after written notice by the County that the same is due and payable.

(d) The failure in any material respect of Lessee to comply with or to perform, fully and promptly, any act required of it under the terms of this Agreement, or otherwise to comply with any term or provision hereof within the shorter of -- (i) the time specifically required, or (ii) thirty (30) days after written notice by the County to the Lessee to do so, unless such default cannot be cured within such period and Lessee has in good faith commenced and is prosecuting the cure thereof, in which case the Lessee shall have a reasonable extension of such period in order to cure such default.

(e) The appointment by any court or under any law of a receiver, trustee or other custodian of the property, assets or business of Lessee, who is not dismissed within sixty (60) days after the date of appointment.

(f) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors.

(g) The failure of Lessee to comply with the requirements of any component or requirement of Section 2.5 and Section 2.12 above.

Section 9.2 Waiver. No Waiver by the County of default by the Lessee of any terms, covenants, or conditions hereof kept and to be performed, preserved by the Lessee shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Agreement by the County for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the County to declare a default or cancel this Agreement for a subsequent breach thereof.

## ARTICLE IX

### EFFECT OF DEFAULT

Upon the occurrence of any Event of Default as defined in Article IX above and the failure of the Lessee to cure such default in the time period set forth in said Article IX, the County shall have the right to terminate this Agreement by written notice to the Lessee, which termination shall be effective as of the date of said written notice. Upon any such termination, whether by lapse of time or otherwise, Lessee shall promptly surrender possession and vacate the Leased Premises and deliver possession thereof to the County, and Lessee hereby grants to the County full and free license to enter into and upon the Leased Premises in such event and with or without process to expel or remove Lessee and any others who may be occupying the Leased Premises and to remove therefrom any and all property, using for such purpose such force as may be necessary without being guilty or liable for trespass, eviction, or forcible entry or detainer and without relinquishing the County's right to the rent due from Lessee or any other right given to the County hereunder or by operation by law. Except as otherwise expressly provided in this Agreement, Lessee hereby expressly waives the service of demand for the payment of rent or for possession of the Leased Premises or to re-enter the Leased Premises, including any and every form of demand and notice prescribed by any statute or other law.

## ARTICLE X

### TERMINATION BY CANCELLATION AND DEFAULT BY COUNTY

Section 11.1 Right of Lessee to Terminate by Cancellation. Provided that Lessee is not in default, Lessee may terminate this Agreement for any reason with six (6) months' notice to the Lessor and cancel all of its obligations hereunder by giving written notice to County in the manner as hereinafter provided upon or after the happening of any one of the following events:

- (a) The inability of the Lessee to use the Leased Premises for a period in excess of sixty (60) days, because of the issuance of any order, rule or regulation by the United States or an instrumentality thereof preventing the Lessee from operating at the Leased Premises for cause or causes not constituting a default under this Agreement;

(b) The default by the County in the performance of any covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of sixty (60) days after receipt from the Lessee of written notice to remedy the same, unless such default cannot be cured within such sixty (60) day period and the County has in good faith commenced and is prosecuting the cure thereof, in which case the County shall have a reasonable extension of such period in order to cure such default; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if the County shall have remedied the default prior to receipt of the Lessee's notice of cancellation;

(c) The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or any substantial part thereof in such a manner as

to substantially restrict the Lessee for a period of at least ninety (90) days from operating its business at the Airport; or

(d) The issuance by any court of competent jurisdiction of an injunction restraining the use of the Airport or the Leased Premises if said injunction shall remain in force for more than ninety (90) days and is not caused in whole or in part by the acts or failures to act of Lessee.

Section 11.2 Waiver. The Lessee's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the County, or the occurrence of such other event as may excuse performance, shall not be deemed a waiver of any right on the part of Lessee (i) to cancel this Agreement for failure by the County so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed, or by reason of such occurrence, or (ii) to enforce any other right that the Lessee may have by reason of such failure or occurrence. No waiver by the Lessee of any of the terms, covenants or conditions hereof shall be construed to be or act as a waiver by Lessee of any subsequent default or occurrence.

## ARTICLE XI

### GENERAL PROVISIONS

Section 12.1 Restrictions and Regulations. The activities conducted by Lessee pursuant to this Agreement shall be subject to:

(a) Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be adopted hereafter by County with respect to the operation of the Airport, including restrictions on arrivals and departures;

(b) Any and all orders, directions or conditions issued, given or imposed by, the County with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas on the Airport; and

(c) Any and all applicable laws, ordinances, rules, statutes, regulations or orders, including, but not limited to, environmental statutes, regulations or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the Airport or Lessee's operations, including restrictions on airline schedules of arrivals and departures.

County shall not be liable to Lessee for any diminution or deprivation of Lessee's rights hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Lessee be entitled to terminate the whole or any portion of this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's use and enjoyment of the Leased Premises as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of South Carolina.

Section 12.2 Waiver of Claims. Lessee hereby waives any claim against the County and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

Section 12.3 Waivers. Every provision herein imposing an obligation upon County or Lessee is a material inducement and consideration for the execution of this Agreement. No waiver by County or Lessee of any of the terms, covenants or conditions of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the County to re-enter the Leased Premises or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or acquiescence therein. No notice by County shall be required to restore or revive time as being of the essence hereof after waiver by County of default in one or more instances.

Section 12.5 Situs and Service of Process. This agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina. In the event of a dispute relating to the terms of this agreement, any resulting action shall be instituted and prosecuted in the appropriate courts in Beaufort County, South Carolina.

Section 12.6 Agreement Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 12.7 Time of Essence. Time is expressly agreed to be of the essence of this Agreement.

Section 12.8 Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of South Carolina.

Section 12.9 Quiet Enjoyment. The County agrees that Lessee, upon payment of all fees, charges and other payments required under the terms of this Agreement and observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully acquire and hold, use and enjoy the Leased Premises during the Term of this Agreement.

Section 12.10 Lessee’s Dealings with County. Whenever in this Agreement, the Lessee is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the County, the Lessee shall deal with the County’s authorized representative; and unless or until the County shall give Lessee written notice to the contrary, the County’s authorized representative shall be the Airport Director.

Section 12.11 Notices, Consents and Approval. All notices, consents and approvals required or authorized by this Agreement to be given by or on behalf of either party to the other shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given at the time a registered or certified letter properly addressed, postage prepaid, is deposited in any United States post office.

(a) Notice to the County shall be addressed to it and delivered in person or by U.S. Mail to the office of the Airport Director, Beaufort County Airport, 39 Airport Circle, Beaufort South Carolina 29907, either by registered or certified mail, postage prepaid, or at such other office as it may hereafter designate by notice to the Lessee in writing.

(b) Notice to the Lessee shall be addressed to the attention of:

\_\_\_\_\_

[address]

Beaufort, SC 29907

either by registered or certified mail, postage prepaid, or at such other office in the continental United States as it may hereafter designate by notice to the County in writing.

Section 12.12 Drug-Free Workplace. Lessee will provide a Drug-Free Workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the

facilities and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Notifying the employee in the statement required by Section 12.12(a) that, as a condition of employment, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(c) Notifying the County within ten (10) days after receiving notice under subparagraph (b)(2) from any employee or otherwise receiving actual notice of such conviction.

(d) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (b)(2) with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such employee up to and including termination; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement or other appropriate agency.

(e) Making a good faith effort to continue to maintain a Drug-Free Workplace through implementation of subparagraphs (a) through (d).

Section 12.13 Independent Contractor. The parties hereto agree that the Lessee is an independent contractor and not subject to direction or control by the County, except as specified in this Agreement, and except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

Section 12.14 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either County or Lessee. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of provisions of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 12.15 Memorandum of Lease in Lieu of Recording. The parties agree that should either desire that adequate legal notice of this Agreement be given on the public records of Beaufort County, South Carolina, the other will agree to the execution of a memorandum of this Agreement containing a sufficient description of the parties, the Leased Premises and Term of this Agreement to comply with the minimum requirements for the giving of such notice.

Section 12.16 Warranty of Title. The County represents and warrants that it has good and merchantable fee simple title to the Site and has full right to lease the Site to Lessee.

Section 12.17 Entire Agreement. The provisions of this Agreement contain the entire understanding between the parties. This Agreement supersedes any and all verbal representations, communications and/or prior writings between the parties. This Agreement may not be changed, altered, modified or amended except in writing and with the mutual consent of the parties.

**[Signatures on Following Page]**



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in duplicate, with all the formalities required by law.

**Lessee:**

WITNESS

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**County of Beaufort as Lessor:**

WITNESS:

By: \_\_\_\_\_

[Title]

\_\_\_\_\_

Date: \_\_\_\_\_

**(LEASE) EXHIBIT A - DEPICTION OF LEASED PREMISES**

**(LEASE) EXHIBIT B - LEASED PARCEL DESCRIPTION, BEAUFORT COUNTY AIRPORT**

**EXHIBIT B**  
**TYPICAL HANGARS**



80' x 80'



180' x 50'

**EXHIBIT C**

