



## Public Facilities Committee Beaufort County, SC

Executive Conference Room, Administration Building Beaufort County Government Robert  
Smalls Complex 100 Ribaut Road, Beaufort

**Tuesday, February 18, 2025  
4:00 PM**

### AGENDA

#### COMMITTEE MEMBERS:

**LOGAN CUNNINGHAM, CHAIRMAN**  
**PAULA BROWN**  
**THOMAS REITZ**

**DAVID P. BARTHOLOMEW, VICE-CHAIR**  
**MARK LAWSON**  
**ALICE HOWARD, EX-OFFICIO**

1. CALL TO ORDER: Logan Cunningham, Committee Chair
  2. PLEDGE OF ALLEGIANCE: Logan Cunningham, Committee Chair
  3. STATEMENT OF COMPLIANCE WITH FOIA: Logan Cunningham, Committee Chair
  4. APPROVAL OF AGENDA
  5. PUBLIC COMMENT PERIOD – 15 MINUTES TOTAL
  6. ASSISTANT COUNTY ADMINISTRATOR REPORT
  7. 2018 ONE-CENT TRANSPORTATION SALES TAX UPDATE - *Brittanee Bishop, Program and Finance Manager & Jennifer Bragg, J. Bragg Consulting, 2018 One-Cent Transportation Sales Tax Program Manager*
  8. SOLID WASTE AND RECYCLING PROGRAM UPDATE- *Victoria Hoffman, Solid Waste & Recycling Program Manager*
  9. A RESOLUTION TO ACCEPT PALMETTO PRIDE LITTER PREVENTION GRANT IN THE AMOUNT OF \$9,654.00 FOR THE ASSISTANCE OF THE LITTER PROGRAM (***Fiscal Impact: The anticipated funds to be spent equate to the total amount of the grant (\$9,654.00). There is no cost share or grant funding match. Funds have been requested for FY26 GL code 2555-90-1340-57130***) - *Victoria Hoffman, Solid Waste & Recycling Program Manager*
- Solid Waste & Recycling**
10. APPROVAL OF A CONTRACT AWARD TO WASTE MANAGEMENT OF SOUTH CAROLINA FOR RFP # 012325 MUNICIPAL SOLID WASTE DISPOSAL (***Fiscal Impact: The estimated total annual project cost, including a 5% contingency to account for tonnage increases driven by population growth is \$3,828,808.61 GL code 5010-90-1340-5116, funds have been requested for FY26***) - *Victoria Hoffman, Solid Waste & Recycling Program Manager*

11. APPROVAL OF A CONTRACT AWARD TO GREEN MOUNTAIN TECHNOLOGIES FOR RFP # 121024 PURCHASE, INSTALLATION, AND SERVICING OF ENCLOSED COMPOSTING VESSEL (**Fiscal Impact: The USDA grant provides for various components to establish a compost pilot program. The portion of the grant allocated for equipment is up to \$95,000.00. The remainder of the funds, \$70,790, needed for the contract will be funded from the Solid Waste Budget. NIFA Grant code 2555-10-0000-57130 (\$95,000.00) current balance \$178,006.00. GL Code 5010-90-1340-54500 (\$70,890.00) current balance \$615,977.00**) - Victoria Hoffman, Solid Waste & Recycling Program Manager
12. REQUEST TO PURCHASE SIX WASTE COMPACTOR UNITS FOR BEAUFORT COUNTY CONVENIENCE CENTERS(**Fiscal Impact: The vendor is under a state contract. The estimated cost for the purchase is \$480,822.86, which has been budgeted for FY25. The current funding account is 5010-90-1340-54100. The current balance remaining is \$615,977.00**)- Jared Fralix, P.E., Assistant County Administrator-Infrastructure & Victoria Hoffman, Solid Waste & Recycling Program Manager
13. A RESOLUTION TO COMMISSION ONE SOLID WASTE AND RECYCLING ENFORCEMENT OFFICER (**Fiscal Impact: Current Employee, no fiscal impact**) - Jared Fralix, P.E., Assistant County Administrator-Infrastructure

#### Engineering

14. APPROVAL OF A CHANGE ORDER TO IPW CONSTRUCTION GROUP FOR IFB #120123e LAUREL BAY ROAD PATHWAY PROJECT (**Fiscal Impact: The change order for materials and construction in the amount of \$350,000.00 which will complete the project. The change order will be funded from the 2018 One-Cent Sales Tax - Sidewalks and Multi-Use Pathways account number 4705-80-0000-54500-PTHWY with a balance of \$13,722,444.91**) - Bryan Bauer, PE, Director of Engineering
15. AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY FOR CHEROKEE FARMS ROAD ASSOCIATED WITH A DEVELOPMENT AGREEMENT DATED DECEMBER 15, 2014 (**Fiscal Impact: None**) - Bryan Bauer, PE, Director of Engineering
16. A CONTRACT AWARD TO BLYTHE CONSTRUCTION FOR US HWY 278 RESURFACING IFB # 012125. (**Fiscal Impact: The contract fee is for materials and construction in the amount of \$645,526.50. Staff recommends a 10% contingency of \$64,552.65 for a total of \$710,079.15. The funding for this project will be CTC Infrastructure account number 2343-30-000-54500 with a balance of \$5,541,909.41**) -Bryan Bauer, PE, Director of Engineering
17. A CONTRACT AWARD TO BLYTHE CONSTRUCTION, INC. FOR BLUFFTON PARKWAY RESURFACING IFB# 01 012225 (**Fiscal Impact: The contract fee for materials and construction in the amount of \$2,429,528.90. Staff recommends a 10% contingency of \$242,952.89, bringing the project total to \$2,672,481.79. The funding for this project will be CTC Infrastructure account number 2343-30-0000-54500 with a balance of \$5,541,909.41**) - Bryan Bauer, PE, Director of Engineering

#### Parks & Recreation

18. AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE BIG ESTATE JENKINS COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 132 BOOKER T. WASHINGTON CIRCLE (**FISCAL IMPACT: Nominal yearly lease rate**) - Eric Brown, Director, Parks and Recreation
19. AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE YOUNG MEN'S SOCIAL CLUB AND SOUTH PINE LADIES UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT 242 AND 228 SCOTT HILL ROAD (**Fiscal Impact: Nominal yearly lease rate**) - Eric Brown, Director, Parks and Recreation



20. AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE DALE-LOBECO COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 15 COMMUNITY CENTER ROAD (**FISCAL IMPACT: Nominal yearly lease rate**) - Eric Brown, Director, Parks and Recreation

**Capital Projects**

21. A RESOLUTION AUTHORIZING THE DEMOLITION OF A STRUCTURE AND FUNDING FOR DEMOLITION OF A STRUCTURE ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET(**Fiscal Impact: The funding for this item is from the \$1.2 million direct appropriation from the FY2025 State Budget. The funding account is #1000-30-1301-51170 with a balance of \$1,200,000.00**) - Jared Fralix, PE, Assistant County Administrator, Infrastructure
22. CONTRACT AWARD TO MADCO CONTRACTING & CONSULTING SERVICES FOR IFB #102324, SCOTT COMMUNITY CENTER RENOVATION (**FISCAL IMPACT: \$153,965.00 funding comes from Parks & Recreation Capital Improvement Fund, 4000-80-1600-54420 with a current balance of \$8,653,311.32**) - Robert Gecy, Interim Director, Capital Projects
23. ADJOURNMENT

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

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

CITIZEN COMMENTS

Public Facilities

February 18, 2025

	FULL NAME	PHONE # or EMAIL ADDRESS
1.	DAN RIEDEL	843-441-0185
2.	Jesus Rodriguez	843-812-0248
3.		
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16.		

February 18, 2025



Beaufort County  
SOUTH CAROLINA



# Capital Projects Management

## FY2025 Update





# Capital Project Management Summary

- 94 Projects Funded for FY25
  - 81 managed by Capital Project Management
  - 13 managed by Facilities
- 57 - In-Progress
- 23 - Not Started/Planning/Waiting on Funding
- 5 - On Hold
- 9 - Completed



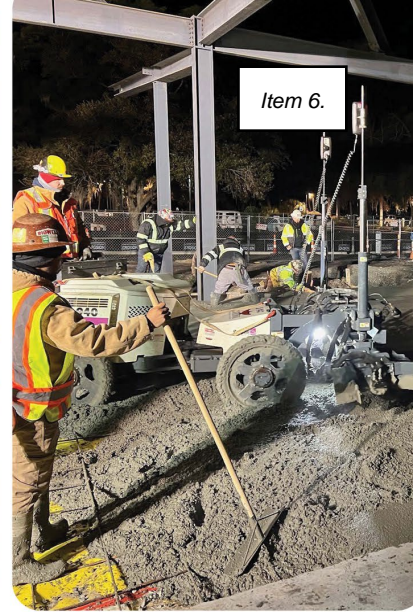
# Project Funding by Department

AIRPORT	1	\$	1,458,835.25
ANIMAL SERVICES	1	\$	57,487.00
AARPA ADMINISTRATION	6	\$	9,209,598.77
CAPITAL PROJECTS	3	\$	3,160,769.91
CLERK OF COURT	1	\$	738,836.00
DETENTION CENTER	8	\$	6,375,848.04
DISABILITIES AND SPECIAL NEEDS	8	\$	412,457.43
EMERGENCY MEDICAL SERVICES	1	\$	7,097,500.00
FACILITY MANAGEMENT	10	\$	1,677,400.00
FIRE STATION	3	\$	5,716,000.00



# Project Funding by Department (continued)

<b>LIBRARY</b>	<b>4</b>	<b>\$ 3,923,500.00</b>
<b>MOSQUITO CONTROL</b>	<b>2</b>	<b>\$ 547,152.30</b>
<b>PARKS AND RECREATION</b>	<b>24</b>	<b>\$ 38,311,048.07</b>
<b>PASSIVE PARKS</b>	<b>10</b>	<b>\$ 17,835,432.50</b>
<b>PROBATE COURT</b>	<b>1</b>	<b>\$ 20,000.00</b>
<b>PUBLIC WORKS</b>	<b>1</b>	<b>\$ 2,592,922.16</b>
<b>REGISTER OF DEEDS</b>	<b>1</b>	<b>\$ 79,200.00</b>
<b>SHERIFF'S OFFICE</b>	<b>7</b>	<b>\$ 11,013,800.00</b>
<b>VOTER'S REGISTRATION</b>	<b>2</b>	<b>\$ 266,203.00</b>
<b>TOTAL FUNDED</b>	<b>94</b>	<b>\$ 110,493,990.43</b>



# Project Updates





# Completed Projects

- Detention Center Body Scanner & Fingerprint Room Renovation
- Burton Wells Concession Stands Renovation
- Register of Deeds Record Room Renovation
- Shell Point Walking Trail Resurfacing
- Whitehall Park Phase II – Dock & Causeway
- DHEC Relocation – Admin & Vital Records





# Projects In- Progress

- Administration Building & Council Chamber Renovation
- Agnes Major, Wesley Felix, Booker T. Washington, & Scott Community Centers
- Arthur Horne Parking Lot
- 247 Robert Smalls/Badcock Bldg Purchase and Renovation
- Bluffton Recreation Center Remodel
- Buckwalter Recreation & Athletic Complex
- Charles Lind Brown Gymnasium Improvements



# Projects In- Progress (continued)

- MC Riley/Bluffton Pool Renovation
- Okatie River Park
- Station 39 – Sun City
- Southside Pickleball & Tennis Courts
- Detention Center Stucco Repair & Painting



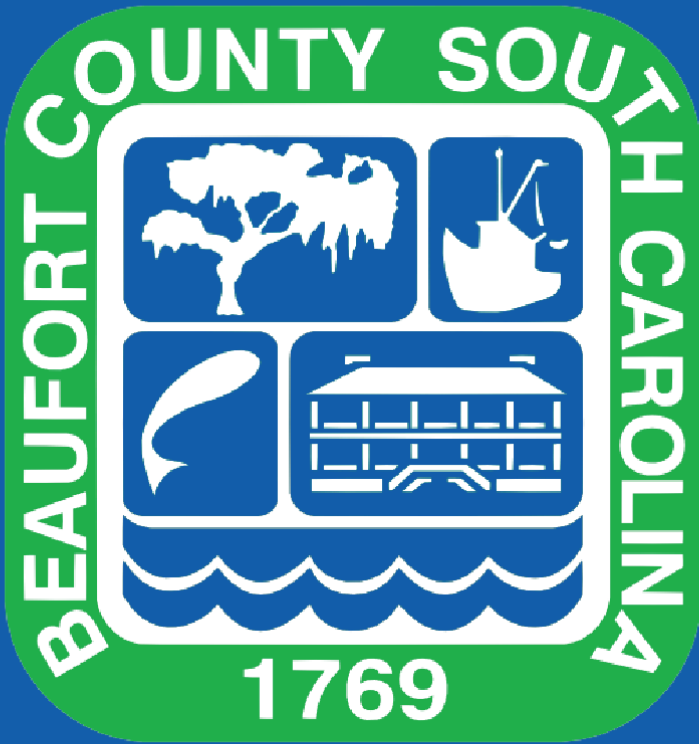




## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 7.

<b>ITEM TITLE:</b>
2018 One Cent Transportation Sales Tax Update (For Information Only)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – February 18, 2025
<b>PRESENTER INFORMATION:</b>
Brittanee Bishop, Program and Finance Manager Jennifer Bragg, J. Bragg Consulting 2018 One Cent Transportation Sales Tax Program Manager (15 mins)
<b>ITEM BACKGROUND:</b>
In 2018, the citizens of Beaufort County voted to impose a 4 year, \$120M referendum for transportation projects. The projects are as follows: US 278 Corridor Traffic Improvements Lady's Island Corridor Traffic Improvements Sidewalks and Multi-Use Pathways
<b>PROJECT / ITEM NARRATIVE:</b>
A quarterly update on the projects associated with the 2018 One Cent Transportation Sales Tax.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
For presentation only.
<b>OPTIONS FOR COUNCIL MOTION:</b>
For presentation only.



ONE CENT SALES TAX PROGRAM

*Change is Coming*

# Transportation Sales Tax (TST3) Update

## February 18, 2025

# 2018 Transportation Sales Tax (TST 3)

**4-yr \$120M**

- **\$80M - US 278 Corridor Traffic Improvements**
- **\$30M - Lady's Island Corridor Traffic Improvements**
- **\$10M - Sidewalks and Multi-Use Pathways**



# 2018 Transportation Sales Tax (TST 3)

Finance		
Ballot Category	Ballot Amount	Current Balance (2/6/2025)
US 278 Corridor Traffic Improvements	\$80,000,000	\$71,598,676.06
Lady's Island Corridor Traffic Improvements	\$30,000,000	\$27,393,662.97
Sidewalk and Multi-use Pathways*	\$10,000,000	\$16,413,250.89

\* Ordinance 2022/26 allocated additional sales tax collections to Sidewalk and Multi-use Pathways

# 2018 Transportation Sales Tax (TST 3)

Revenues	Previous Periods		Current Period		To Date		Budget
2018 One Cent Sales Tax + Interest	\$	146,550,566.57	\$	-	\$	146,550,566.57	\$ 120,000,000.00
General Obligation Bond - US 278	\$	7,056,015.74	\$	-	\$	7,056,015.74	\$ 7,056,015.74
Road Impact Fees - US 278	\$	12,300,000.00	\$	-	\$	12,300,000.00	\$ 12,300,000.00
State Infrastructure Bank (SIB) - US 278	\$	-	\$	-	\$	-	\$ 120,000,000.00
LATS Guideshare - US 278	\$	2,000,000.00	\$	-	\$	2,000,000.00	\$ 2,000,000.00
SCDOT Bridge Replacement Funds -US 278	\$	7,900,000.00	\$	-	\$	7,900,000.00	\$ 43,520,000.00
North of Broad Road Impact Fees	\$	148,915.40	\$	-	\$	148,915.40	\$ 148,915.40
Town of HHI - contribution per MOA - US 278	\$	62,013.88	\$	-	\$	62,013.88	\$ 62,013.88
Tag Fees	\$	61,418.36	\$	-	\$	61,418.36	\$ 61,418.36
CDBG - Depot Rd Pathway	\$	-	\$	-	\$	-	\$ 200,000.00
CDBG - Stuart Point Rd Sidewalk	\$	-	\$	-	\$	-	\$ 200,000.00
PATH Foundation - Depot Rd Pathway	\$	-	\$	-	\$	-	\$ 150,000.00
SCDVA: Military Enhancement Fund - Laurel							
Bay Rd Pathway	\$	3,392,328.00	\$	-	\$	3,392,328.00	\$ 3,392,328.00
SCDOT: TAP Grant - Alljoy Rd Sidewalk	\$	-	\$	-	\$	-	\$ 1,177,868.71
<b>Total Revenues</b>					\$	179,471,257.95	\$ 310,268,560.09
<b>Total Expenses</b>					\$	33,750,214.10	\$ 44,734,116.29
<b>Overall Program Budget Balance</b>					\$	145,721,043.85	\$ 265,534,443.80

**Total Expenses:** payment of services for consultants, contractors, SCDOT reviews/management for US 278; R/W acquisition compensation to property owners; permitting fees; etc.



# Project Development

- **Design**
  - Survey
  - Road/Sidewalk/Pathway Design
  - Drainage Design
  - Structural Design
  - Environmental Review (Federal/Non-Federal)
  - Permitting
  - Public Involvement
  - Utility Coordination
  - Other Items (i.e. Geotechnical, Pavement Design, Traffic Control, etc.)
- **Right of Way Acquisition**
  - Property Owner Negotiations
  - Condemnation
- **Construction**
  - Procurement
  - Construction Engineering and Inspections

# Project Development: Guiding Documents

**Cooperative Intergovernmental Agreement  
Between  
Beaufort County, South Carolina  
And the  
South Carolina Department of Transportation  
For  
The Beaufort County Sales Tax Transportation Program Projects  
US 21 Corridor and Sidewalk/Multiuse Pathways**

THIS AGREEMENT is made this 17<sup>th</sup> day of February, 2021, by and between Beaufort County, hereinafter referred to as "County," and the South Carolina Department of Transportation, hereinafter referred to as "SCDOT," collectively "the Parties."

WITNESSETH THAT:

WHEREAS, on November 6, 2018, under Chapter 37 of Title 4 of the Code of Laws of South Carolina (Supp. 2007), and pursuant to County Ordinance No. 2017/34, the voters of Beaufort County approved the imposition of a one-percent sales tax within the county for the purposes of funding certain transportation infrastructure improvements; and

WHEREAS, County and SCDOT desire to work together in the planning and implementation of the Beaufort County Sales Tax Transportation Program, hereinafter "the Program;" and

WHEREAS, County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out County's functions covered under this Agreement; and,

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, County and SCDOT do hereby agree as follows:

**1. GENERAL RECITALS:**

**A. Purpose:**

The purpose of this work is to construct and improve certain transportation facilities throughout Beaufort County using, in part, funds derived from the one cent special sales and use tax imposed by Beaufort County and approved by referendum on November 6, 2018.

**RESOLUTION 2019 / 44**

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and,

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

1. Hilton Head Island – US 278 Corridor Traffic Improvements
2. Lady's Island Corridor Traffic Improvements
3. Sidewalks and Multi-Use Pathways – Safe Routes to School:
  - a. Burnt Church Road, Ulmer Road, and Shad Road
  - b. Laurel Bay Road Pathway Widening
  - c. Bluffton Parkway Phase I
  - d. Joe Frazier Road
  - e. Meridian Road
  - f. Alljoy Road
  - g. Salem Road, Old Salem Road, and Burnt Hill Road
  - h. Middle Road
  - i. Stuart Point
  - j. Broad Rover Boulevard and Riley Road
  - k. Broad River Drive
  - l. Lake Point Drive and Old Miller Road Pathway Connection

# Timeline

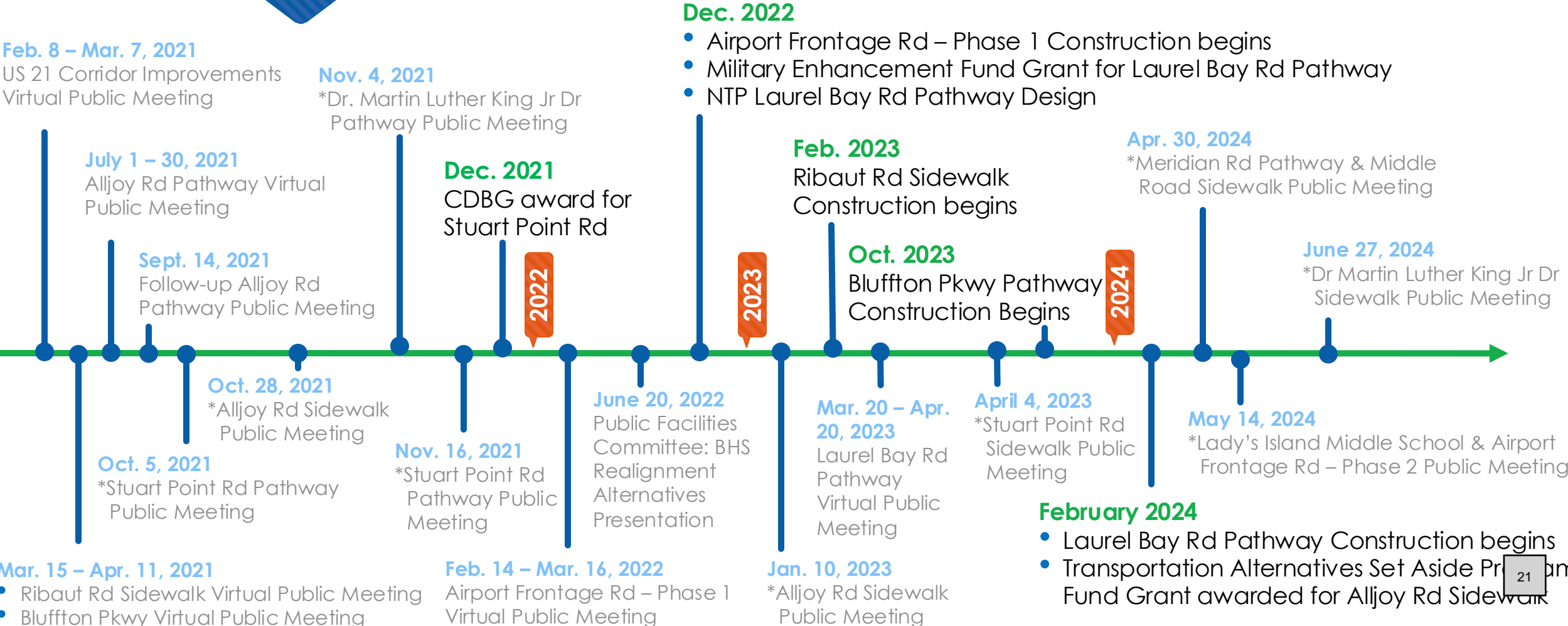
## Lady's Island Corridor Traffic Improvements & Sidewalks and Multi-use Pathways



# Timeline

## Lady's Island Corridor Traffic Improvements & Sidewalks and Multi-use Pathways

*\*In-person public meetings were accompanied by a 30-day virtual public meeting*



# Timeline

## Lady's Island Corridor Traffic Improvements & Sidewalks and Multi-use Pathways

\*In-person public meetings were accompanied by a 30-day virtual public meeting

August 19, 2024

Public Facilities and Safety Committee Update

January 28, 2025

Big Estate Road Sidewalk Public Meeting

2025

October 29, 2024

\*Salem Rd Sidewalk Public Meeting

January 30, 2025

Hazel Farm Rd/Gay Dr and Sunset Blvd/Miller Dr W Streetscape Public Meeting

### 2025 UPCOMING PUBLIC MEETINGS

#### Lady's Island Corridor Traffic Improvements

- US 21/SC 802 Corridor Improvement

#### Sidewalks and Pathways

- Broad River Blvd/Riley Rd
- Broad River Dr
- Burton Hill Rd/Old Salem Rd
- Shad Ave/Ulmer Rd

**Note:** Following Public Meetings, various projects will begin the right-of-way acquisition process

### 2025 UPCOMING CONSTRUCTION PROJECTS

#### Lady's Island Corridor Traffic Improvements

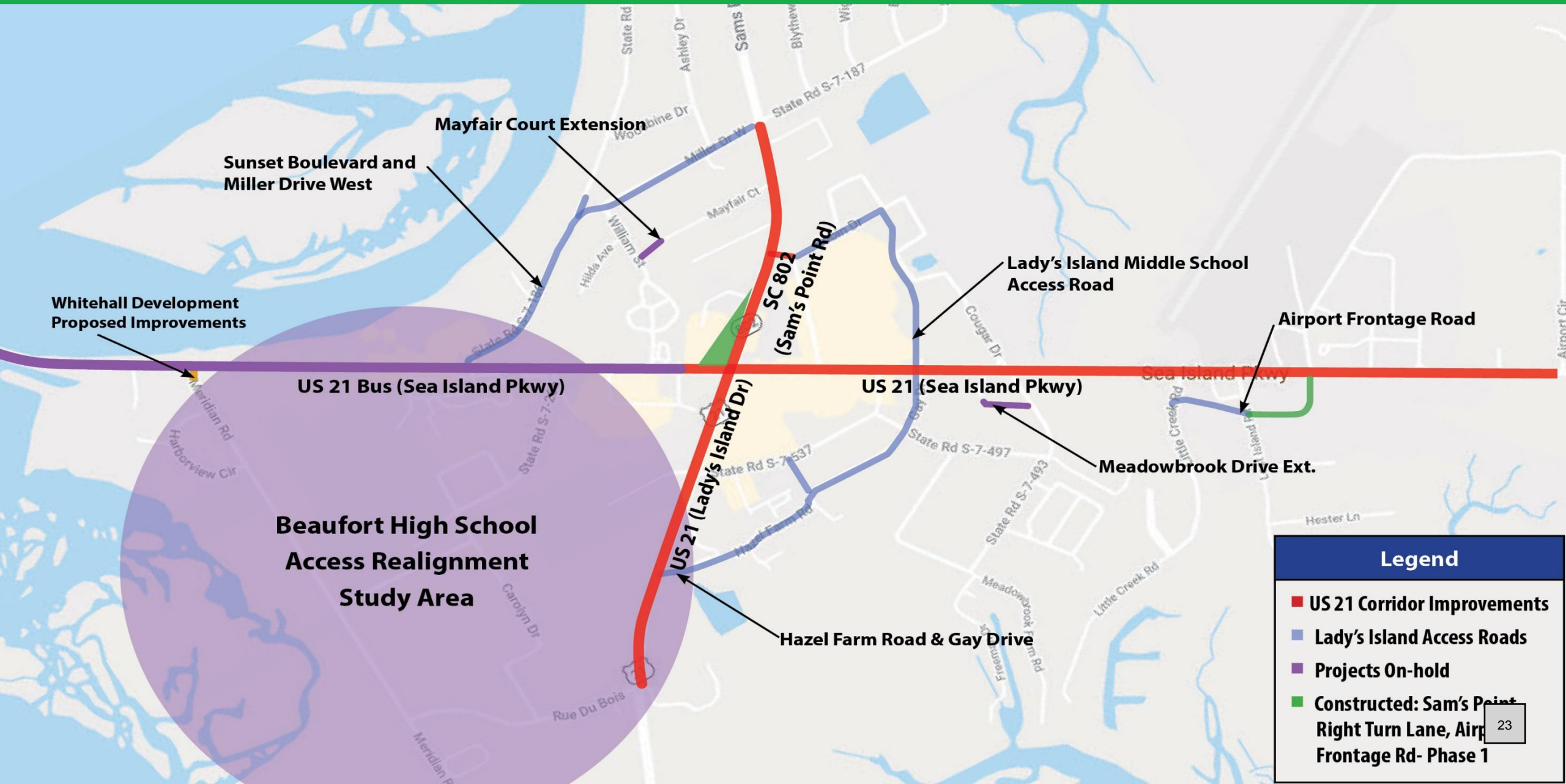
- Airport Frontage Rd Phase 2 – Relocated Little Creek Rd
- Lady's Island Middle School Access Rd

#### Sidewalks and Pathways

- Alljoy Rd
- Big Estate Rd
- Depot Rd
- Dr Martin Luther King Jr Dr
- Middle Rd
- Stuart Point Rd - TBD



# Lady's Island Corridor Traffic Improvements



Legend	
■	US 21 Corridor Improvements
■	Lady's Island Access Roads
■	Projects On-hold
■	Constructed: Sam's Point Right Turn Lane, Airport Frontage Rd- Phase 1

# Lady's Island Corridor Traffic Improvements

Item 7.

Lady's Island Corridor Study  
BEAUFORT, SC

Updated 2021

Completed

- Sams Point Turn Lane
- Airport Frontage Road Phase 1

In Right of  
Way  
Acquisition

- Lady's Island Middle School Access Road
- Airport Frontage Road Phase 2

In Design

- Hazel Farm Road & Gay Drive
- Sunset Drive & Miller Drive West
- US 21, US 21 Business, SC 802 Corridor

On Hold

- Mayfair Court Extension
- Beaufort High School Realignment
- Meadowbrook Drive



BEAUFORT  
SOUTH CAROLINA



May 19, 2017

Completed					
Project Name: Description	Project Cost	Project Status	Design Start	R/W Acquisition	Construction (Start – End)
<b>Airport Frontage Road Phase 1:</b> New access road from Lost Island Road to Sea Island Parkway	\$3,061,150	Completed	Summer 2020	Completed	December 2022 - July 2024
<b>SC 802 Right-Turn Lane:</b> New right turn lane at the intersection of Sam's Point Road (SC 802) and Sea Island Parkway (US 21 Bus/US 21)	\$789,949	Completed	July 2018 (1999 Impact Fees)	Completed	January 2021 - June 2021

Right of Way Acquisition					
Project Name: Description	Project Cost	Project Status	Design Start	R/W Acquisition	Construction (Start – End)
<b>Lady's Island Middle School Access Road:</b> New Road from the intersection of Sea Island Parkway/Gay Drive to the intersection of Robin Drive/Katy Circle. Close existing Cougar Drive at Sea Island Parkway.	\$7,200,000	In Design (80%)	March 2021	3 <sup>rd</sup> Qtr. 2024	2 <sup>nd</sup> Qtr. 2025 - 3 <sup>rd</sup> Qtr. 2026
<b>Airport Frontage Road Phase 2 – Relocated Little Creek Road:</b> Realignment of Little Creek Road to Lost Island Road	\$2,000,000	In Design (90%)	March 2021	4 <sup>th</sup> Qtr. 2024	4 <sup>th</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2026



# Schedule

Design					
Project Name: Description	Project Cost	Project Status	Design Start	R/W Acquisition	Construction (Start – End)
Hazel Farm Road/Gay Drive: Streetscaping	\$10,200,000	In Design (65%)	March 2021	1 <sup>st</sup> Qtr. 2025	2 <sup>nd</sup> Qtr. 2026 - 3 <sup>rd</sup> Qtr. 2027
Sunset Boulevard/Miller Drive West: Streetscaping	\$8,100,000	In Design (65%)	March 2021	2 <sup>nd</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2028
US 21 Bus/US 21 (Sea Island Parkway) and US 21 (Lady’s Island Drive)/SC 802 (Sam’s Point Road): Streetscaping, Capacity, and Access Management	\$44,000,000	In Design (60%)	March 2021	On-Hold	On-Hold

On-hold					
Project Name: Description	Project Cost	Project Status	Design Start	R/W Acquisition	Construction (Start – End)
Beaufort High School Realignment: New access to Beaufort High School	\$8,000,000 (\$190,603.45 expended)	On-Hold	March 2021		
Mayfair Court: Improvement of existing road and extension to William Street	\$800,000 (\$1,847.75 expended)	On-Hold	March 2021 (Survey Control only)		
Meadowbrook Drive: New road from Dow Road to Tidewatch Professional Complex	\$1,000,000 (\$114,835.93 expended)	On-Hold	March 2021		

# Sidewalks and Multi-Use Pathways

Item 7.

24 Locations



14 Priorities



8 Recommended



17 Locations

# Sidewalks and Multi-Use Pathways

Item 7.

## Original 14 Priority Projects – Resolution 2019/22

### RESOLUTION 2019 / 22

#### A RESOLUTION ESTABLISHING PRIORITIES FOR THE PATHWAYS PROJECTS USING THE 2018 ONE CENT SALES TAX REFERENDUM FUNDS.

**WHEREAS**, Beaufort County Council adopted a One percent (1%) Transportation Sales Tax Ordinance on November 13, 2017 enumerating twenty-four (24) pathways projects to be funded for a total of Ten Million Dollars (\$10,000,000); and

**WHEREAS**, the Referendum question to approve the one (1%) percent sales tax was passed on November 6, 2018; and

**WHEREAS**, the total cost of all the pathway projects will exceed the available funding from the sales tax referendum; and

**WHEREAS**, County Council wishes to establish a priority of pathway projects by Council District, in order to distribute the available funding as evenly as possible and to maximize available funding; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Beaufort County Council, duly assembled, establishes the pathway priority for the 2018 One Cent Transportation Sales Tax funds on the following projects enumerated in the transportation referendum:

#### District 1:

Stuart Point Road

Big Estate Road

#### District 2:

Middle Road

#### District 3:

Dr. Martin Luther King, Jr. Road

Meridian Road

#### District 4:

Broad River Drive

Ribaut Road to Parris Island Gateway

Depot Road

#### District 5:

Salem Road/Old Salem Road

Broad river Blvd/Riley Road

Burton Hill/Old Salem Road

#### District 9:

Burnt Church Road

Bluffton Parkway

Ulmer Road/Shad Road

Adopted this 28th day of May, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
Stewart H. Rodman, Chairman  
Beaufort County Council

ATTEST:

  
Sarah Brock, Clerk to Council.



# Sidewalks and Multi-Use Pathways

Item 7.

## Recommendation for Implementation – PFC January 19, 2021



### PATHWAYS PUBLIC MEETING 1 SUMMARY & RECOMMENDATION

Beaufort County conducted a Virtual Pathways Public Meeting from October 19, 2020 through November 20, 2020 for 14 priority pathway locations involving 36 roadways. This meeting was revamped from traditional in-person public meetings due to the pandemic. The meeting creation was a collaboration of the County; NP Strategy; J. Bragg Consulting, Inc.; and Infrastructure Consulting & Engineering, PLLC.

#### Meeting Summary:

Time Period: October 19, 2020 through November 20, 2020 – 30-day virtual meeting hosted on [www.BeaufortCountyPenny.com](http://www.BeaufortCountyPenny.com)

#### Advertisements:

- Press Release at start of meeting
- Postcard Mailers to properties within project corridor and surrounding area – approximately 4,200 sent
- Intermediate Press Release reminder – sent halfway through meeting

**Public Comments:** 139 total comments received and they were asked if they were "In Favor" of the project by answering "Yes" or "No" and if they were located near the project by also answering "Yes" or "No". They could choose to submit a response to one, none, all, or a few pathways. Some chose to provide a response to all; others to only one location or a few. The following is a summary of the "In Favor" poll question responses:

Pathway Location <sup>(Home)</sup>	Yes	No	Total	% Yes	Pathway Location <sup>(Work)</sup>	Yes	No	Total	% Yes
Big Estate Rd <sup>(1)</sup>	21	16	37	57	Meridian Rd <sup>(1)</sup>	41	13	54	76
Bluffton Pkwy <sup>(2)</sup>	47	13	60	78	Middle Rd <sup>(2)</sup>	30	11	41	73
Broad River Blvd and Riley Rd <sup>(3)</sup>	24	12	36	67	Dr. Martin Luther King, Jr. Dr <sup>(3)</sup>	24	11	35	69
Broad River Dr <sup>(4)</sup>	28	12	41	71	Salem Road and Old Salem Rd <sup>(5)</sup>	31	11	42	74
Burnt Church Rd <sup>(5)</sup>	94	7	101	93	Ribaut Rd to Parris Island Gateway <sup>(4)</sup>	37	10	47	79
Burton Hill Rd <sup>(6)</sup>	31	9	40	78	Shad Ave and Ulmer Rd <sup>(6)</sup>	36	10	46	78
Depot Rd <sup>(4)</sup>	35	13	48	73	Stuart Point Rd <sup>(1)</sup>	20	14	34	59

They were also provided the opportunity to submit a written comment and these are summarized for each pathway within this document. Highlights from the written comments are:

- Burnt Church Rd pathway received an overwhelming response for it to be completed.
- Suggestions were made for sidewalks/pathways for other locations not included in the Pathways project referendum list or other projects such as:
  - US 21 between Whale Branch Bridge and Washington Farm Rd in Lobeck/Seabrook
  - Seemill Creek Rd

### Recommended Projects (to begin design)

**Burnt Church Road** (removed & combined with road widening project)

**Depot Road**

**Bluffton Parkway**

**Ribaut Road to Parris Island Gateway**

**Alljoy Road**

**Salem Road**

**Dr. Martin Luther King Jr. Drive**

**Middle Road**

**Stuart Point Road**

### Additional Projects (dependent on funding sources)

**Big Estate Road**

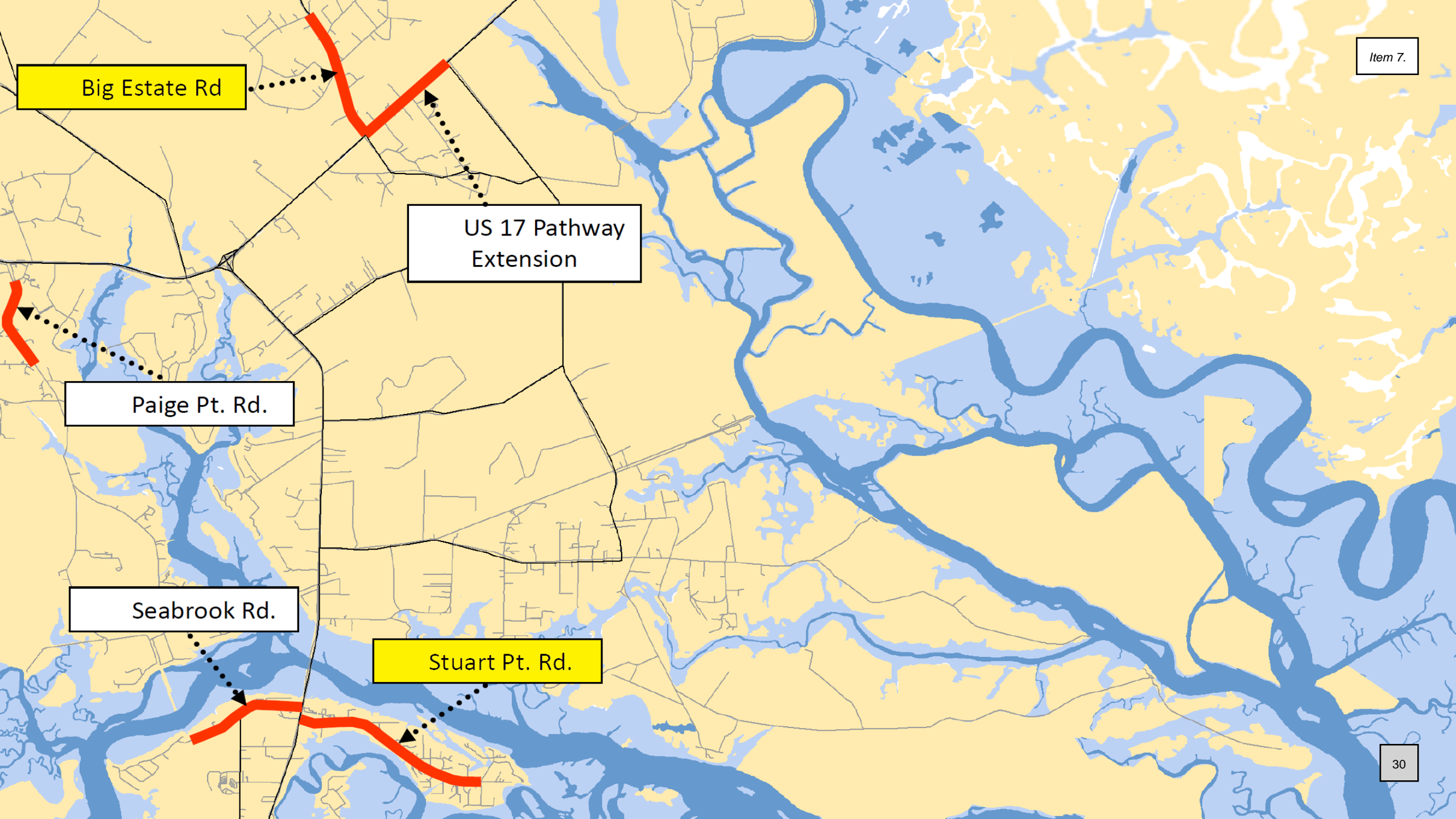
**Broad River Boulevard and Riley Road**

**Broad River Drive**

**Burton Hill Road and Old Salem Road**

**Meridian Road**

**Shad Avenue and Ulmer Road**



Big Estate Rd

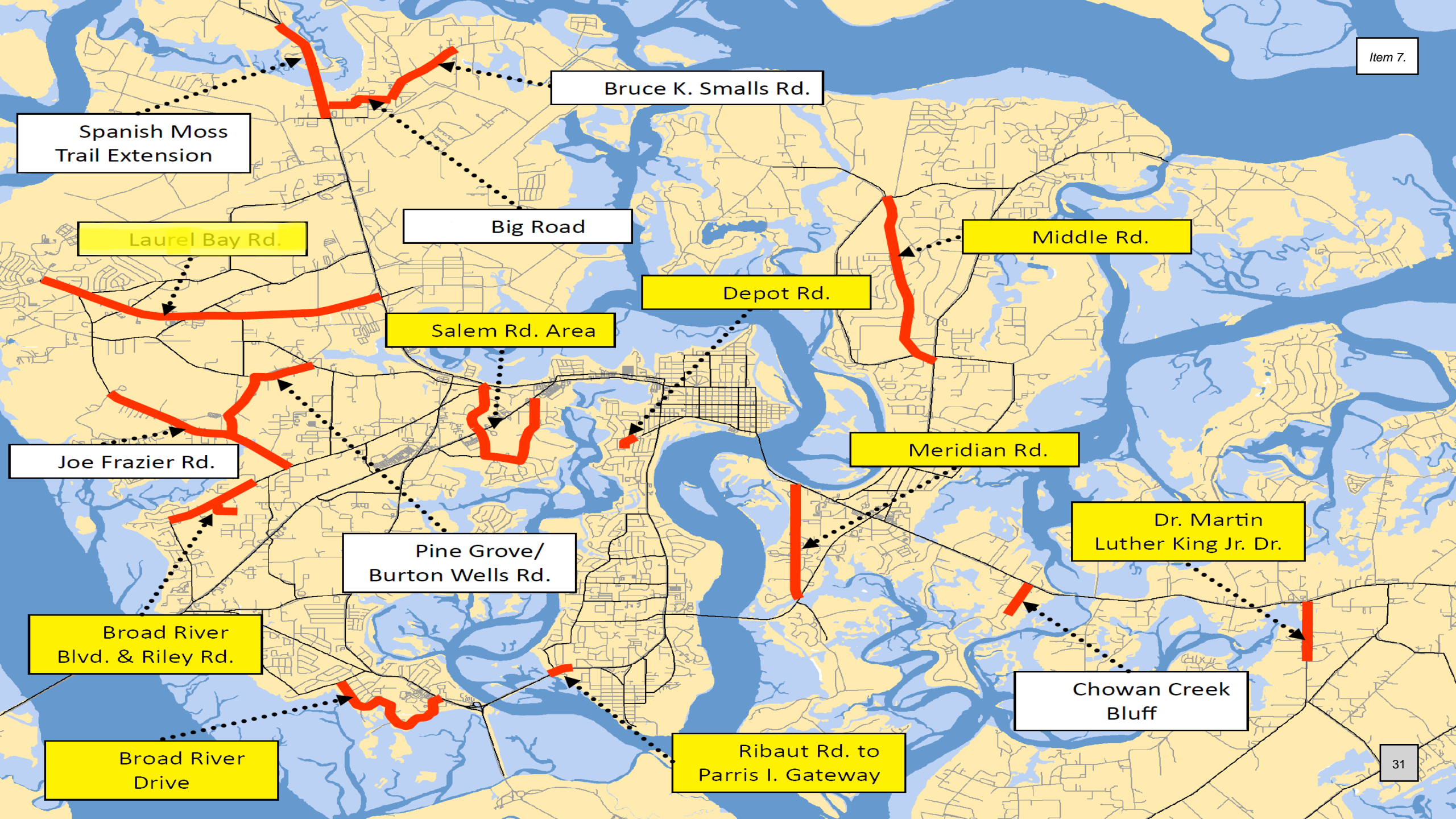
US 17 Pathway  
Extension

Paige Pt. Rd.

Seabrook Rd.

Stuart Pt. Rd.





Spanish Moss  
Trail Extension

Laurel Bay Rd.

Big Road

Salem Rd. Area

Joe Frazier Rd.

Pine Grove/  
Burton Wells Rd.

Broad River  
Blvd. & Riley Rd.

Broad River  
Drive

Bruce K. Smalls Rd.

Depot Rd.

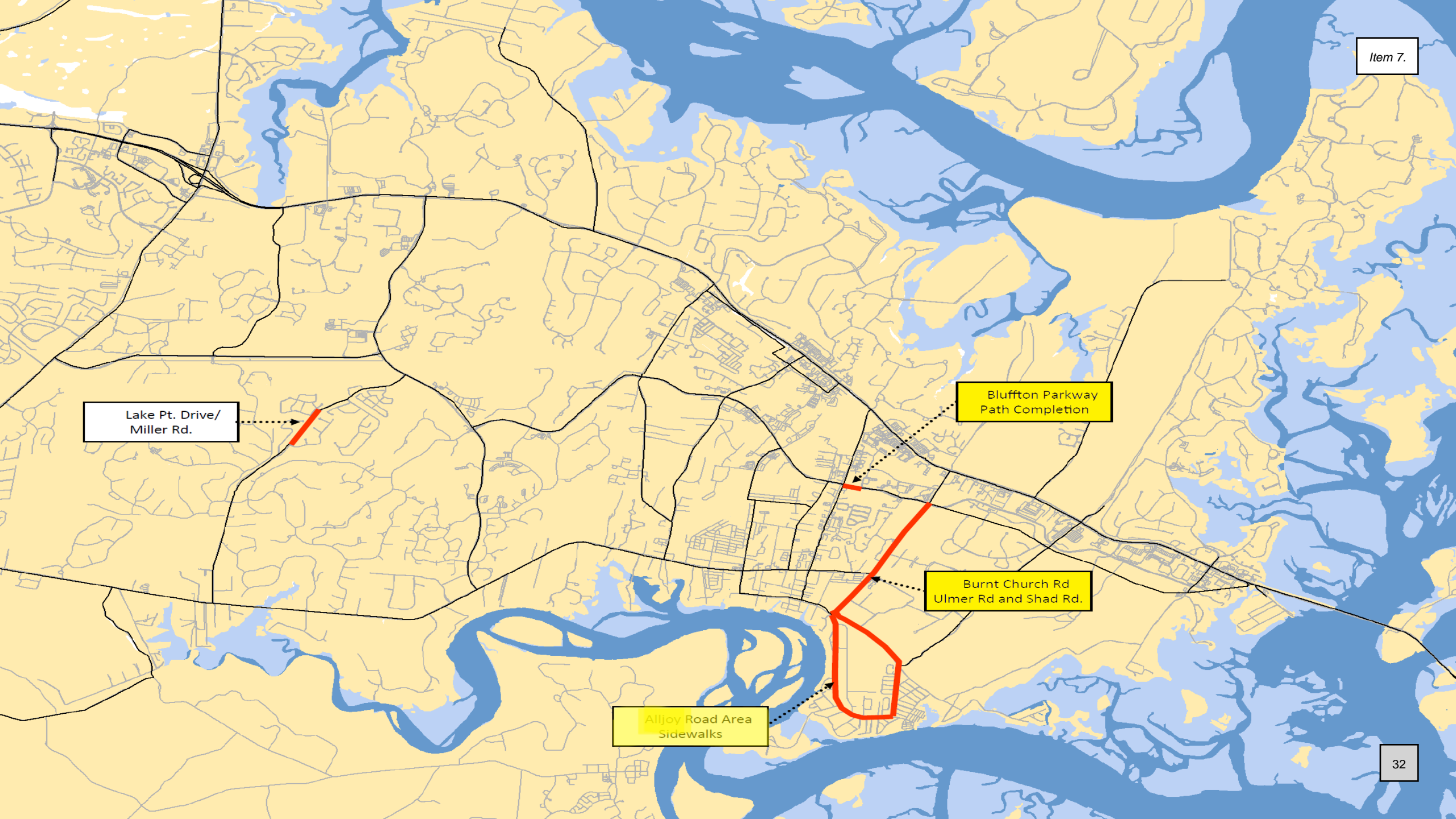
Meridian Rd.

Dr. Martin  
Luther King Jr. Dr.

Chowan Creek  
Bluff

Ribaut Rd. to  
Parris I. Gateway

Middle Rd.



Lake Pt. Drive/  
Miller Rd.

Bluffton Parkway  
Path Completion

Burnt Church Rd  
Ulmer Rd and Shad Rd.

Alljoy Road Area  
Sidewalks

# Schedule

Project Name: Description	Project Cost (Grant Fund)	Project Status	Design Start	R/W Acquisition	Construction (Start – End)
<b>Alljoy Road:</b> 6' sidewalk from Burnt Church Road to Thomas Lawton Drive.	\$2,600,000 (TAP: \$1,177,868.71)	Design (100%) (Construction Authorization pending)	April 2021	N/A	1 <sup>st</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2025
<b>Big Estate Road:</b> 8' sidewalk from US Highway 17 to Big Estate Circle	\$3,000,000	In Design (65%)	December 2022	1 <sup>st</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2026
<b>Bluffton Parkway:</b> 8' sidewalk from existing sidewalk to SC 46 roundabout	\$383,000	Complete	April 2021	1 <sup>st</sup> Qtr. 2021	October 2023 – December 2023
<b>Broad River Boulevard/Riley Road:</b> 5' sidewalk from existing sidewalk on Broad River Boulevard and continuing on Riley Road for approximately 2,100 feet	\$1,200,000	In Design (40%)	February 2023	3 <sup>rd</sup> Qtr. 2025	2 <sup>nd</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2027
<b>Broad River Drive:</b> 5' sidewalk from Shell Point Road to Parris Island Gateway	\$2,900,000	In Design (55%)	May 2023	2 <sup>nd</sup> Qtr. 2025	3 <sup>rd</sup> Qtr. 2026 - 4 <sup>th</sup> Qtr. 2027
<b>Burnt Church Road:</b> 10' multi-use pathway from Bridge Street/Alljoy Road to Bluffton Parkway	\$5,103.40	Developed conceptual plan. Removed from program as it is incorporated with the Burnt Church Road Improvement project currently in design	N/A	N/A	N/A
<b>Burton Hill Road:</b> 10' multi-use pathway from Old Salem Road to Broad River Boulevard and a proposed crosswalk to connect to the existing pathway on the south side of Broad River Boulevard to Boundary Street	\$2,900,000	In Design (30%)	February 2023	3 <sup>rd</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2028
<b>Depot Road:</b> 10' multi-use path from the Spanish Moss Trail to Ribaut Road	\$650,000 (CDBG: \$200,000)	Right-of-Way Acquisition Design (100%)	N/A: Contract by others	2 <sup>nd</sup> Qtr. 2023	2 <sup>nd</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2025

# Schedule

Project Name: Description	Project Cost (Grant Fund)	Project Status	Design Start	R/W Acquisition	Construction (Start – End)
<b>Dr. Martin Luther King Jr. Drive:</b> 5' sidewalk from Sea Island Parkway to Jonathan Francis Senior Road with a 10' boardwalk over the creek	\$2,300,000	In Design (70%)	February 2022	1 <sup>st</sup> Qtr. 2025 (R/W Authorization requested)	4 <sup>th</sup> Qtr. 2025 - 1 <sup>st</sup> Qtr. 2027
<b>Laurel Bay Road:</b> 10' multi-use from the Laurel Bay Military Housing Complex to US 21 (Trask Parkway)	\$4,900,000 (SCDVA Grant: \$3,392,328)	In Construction (substantial completion)	December 2022	N/A	February 2024 – 1 <sup>st</sup> Qtr. 2025
<b>Meridian Road:</b> 10' multi-use pathway from Lady's Island Drive to Sea Island Parkway	\$3,600,000	In Design (35%)	October 2022	4 <sup>th</sup> Qtr. 2024	4 <sup>th</sup> Qtr. 2025 - 1 <sup>st</sup> Qtr. 2027
<b>Middle Road:</b> 8' sidewalk from Walnut Hill Street to Sam's Point Road	\$2,600,000	In Design (70%)	April 2021	1 <sup>st</sup> Qtr. 2025 (R/W Authorization requested)	4 <sup>th</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2026
<b>Old Salem Road:</b> 10' multi-use path from proposed Burton Hill Pathway to proposed Salem Road Pathway	\$1,400,000	In Design (30%)	February 2022	3 <sup>rd</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2028
<b>Ribaut Road:</b> 5' sidewalk from Lenora Drive to the existing sidewalk near Rahn Lane	\$405,800	Complete	April 2021	2 <sup>nd</sup> Qtr. 2021	February 2023 - July 2023
<b>Salem Road:</b> 8' sidewalk from Robert Smalls Parkway to Old Salem Road	\$2,300,000	In Design (65%)	May 2021	1 <sup>st</sup> Qtr. 2025	1 <sup>st</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2027
<b>Shad Avenue:</b> 5' sidewalk/10' multi-use path from Alljoy Road to Ulmer Road	\$1,600,000	In Design (20%)	April 2023	1 <sup>st</sup> Qtr. 2026	1 <sup>st</sup> Qtr. 2027 - 1 <sup>st</sup> Qtr. 2028
<b>Stuart Point Road:</b> 8' sidewalk from Delaney Circle to US 21	\$2,700,000 (CDBG: \$200,000)	Right of Way Acquisition Design (100%)	April 2021	3 <sup>rd</sup> Qtr. 2023	To be determined
<b>Ulmer Road:</b> 10' multi-use path from Shad Avenue to Burnt Church Road	\$1,600,000	In Design (20%)	April 2023	1 <sup>st</sup> Qtr. 2026	1 <sup>st</sup> Qtr. 2027 - 1 <sup>st</sup> Qtr. 2028

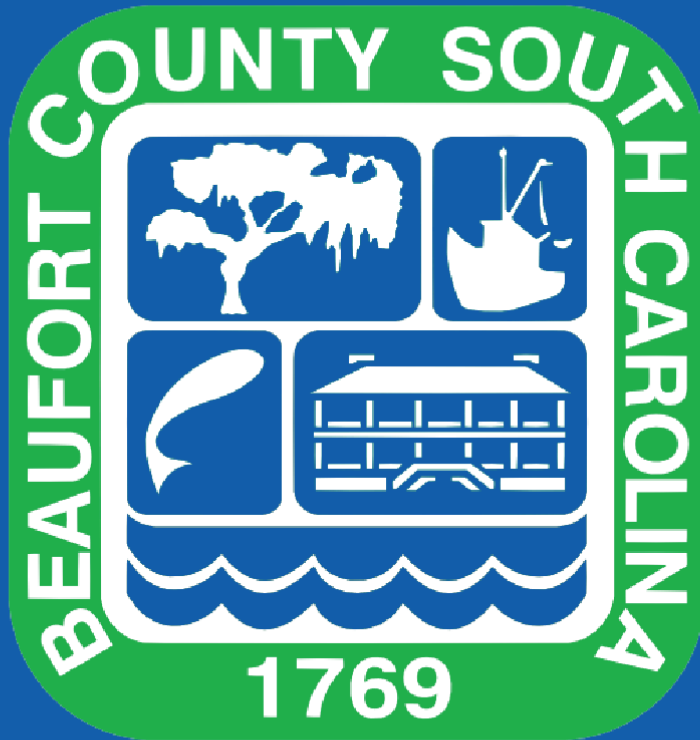


# US 278 Corridor Traffic Improvements

Item 7.



[US 278 Corridor Improvements \(scdot278corridor.com\)](http://scdot278corridor.com)



ONE CENT SALES TAX PROGRAM

*Change is Coming*

Beaufort County One Cent Tax Program  
100 Ribaut Rd Beaufort, SC 29902  
(843) 255-2700  
[www.beaufortcountypenny.com](http://www.beaufortcountypenny.com)





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>SOLID WASTE &amp; RECYCLING PROGRAM UPDATE</b>
<b>MEETING NAME AND DATE:</b>
Public Safety and Facilities Committee – February 18, 2025
<b>PRESENTER INFORMATION:</b>
Victoria Hoffman, Solid Waste & Recycling Program Manager 10 minutes
<b>ITEM BACKGROUND:</b>
The Solid Waste Department is striving for excellence and has recently implemented changes to enhance the waste services provided to residents of Beaufort County. This update includes an overview of the department's vision, mission, and goals, as well as key initiatives aimed at improving operational efficiency and sustainability.
<b>PROJECT / ITEM NARRATIVE:</b>
The Solid Waste Department has taken significant steps to optimize waste management operations, including: <ul style="list-style-type: none"> <li>• Recycling Program Improvements</li> <li>• Operational Efficiency Enhancements</li> <li>• Compost Pilot Program</li> </ul>
<b>FISCAL IMPACT:</b>
None- informational overview of the solid waste program,
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
N/A
<b>OPTIONS FOR COUNCIL MOTION:</b>
N/A

**Next Steps: None**

# Solid Waste & Recycling Program

Victoria Hoffman  
Beaufort County

Solid Waste & Recycling  
Program Manager



Beaufort County  
SOUTH CAROLINA

# Solid Waste & Recycling



## Vision

Our vision is to serve the residents of Beaufort County with exceptional waste management and recycling services. We aim to effectively manage waste, maximize material diversion from landfills, and promote environmentally responsible practices. Through innovative solutions and community engagement, we strive to operate in a fiscally responsible manner, ensuring a sustainable and cleaner future for all.

## Mission

The mission of the Beaufort County Solid Waste & Recycling Department is to provide high-quality waste management and recycling services that are efficient, reliable, and accessible to all residents. We are committed to reducing waste, promoting recycling, and protecting our environment through sustainable practices. Our department strives to operate with fiscal responsibility, transparency, and dedication to the well-being of our community.

## Goals

1. Implement SC DES waste diversion & recycling goals
2. Divert items from the landfill
3. Improve operational efficiency
4. Enhance public education and engagement
5. Promote economic development through recycling
6. Monitor and report the progress of the program



# Recent Changes & Enhancemen ts

**We've Partnered  
with Recycle Coach!**



**Download the  
Mobile App to  
become a better  
recycler today!**

**Be a community  
recycling  
advocate and use  
our tools to live  
greener.**





SCHEDULE YOUR DROP OFF TODAY!  
[HTTPS://BEAUFORTCOUNTYSC.GOV/EWASTE](https://beaufortcountysc.gov/ewaste)  
9AM - 12PM



Enhancing  
Accessibi  
lity





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## Operational Efficiency

- New recycling vendor : i2 Recycle
- Rerun Roll Off Containers
- Site Assessments



### Stormwater 101

January 14, 10:30am  
Bluffton Library | Adults

January 15, 4:00pm  
St. Helena Library | All ages

*Learn about stormwater runoff management and its impact on our local waterways.*

### Composting 101

February 12, 1:00pm  
Hilton Head Library | All ages

February 22, 11:00am  
Port Royal Library | Adults

*Learn techniques for creating compost at home and its benefits for soil health.*

### Recycling 101

March 4, 4:00pm  
Beaufort Library | All ages

March 10, 10:30am  
Lobeco Library | Kids & Teens

*Learn about recyclable materials and how to reduce waste.*



# Educational Programs

- Green Talks
- School Presentations
- America Recycles Day
- Earth Day Planning

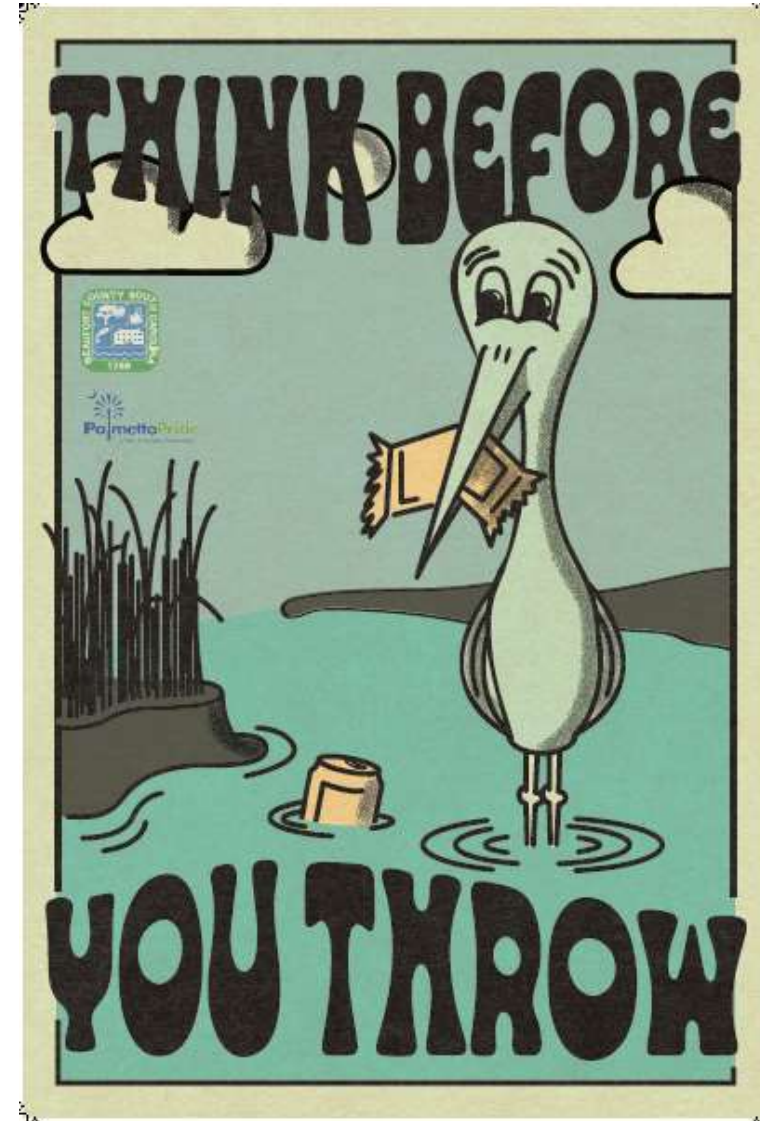


# Educational Programs



# Litter Enforcement

- Continued  
Partnership with  
Palmetto Pride
- Adopt A Highway  
Program
- Increased Litter  
Crew
- Working with BCSO





# USDA Compost Pilot Program Update

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AWARD \$273,600

Equipment- \$95,000

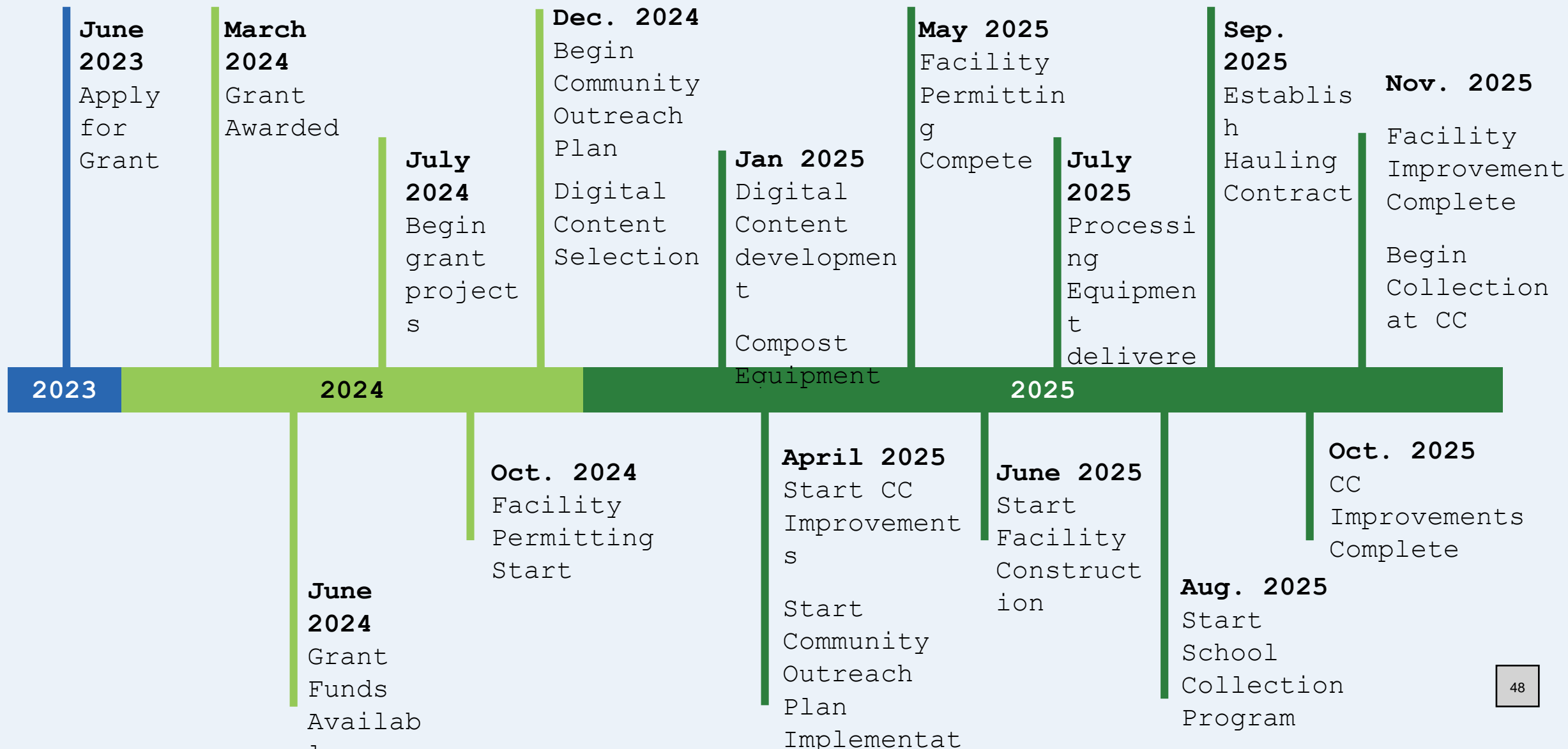
Supplies- \$128,600

Consultant- \$50,000



# Compost Pilot Program Timeline

Item 8.



# Outreach and Engagement

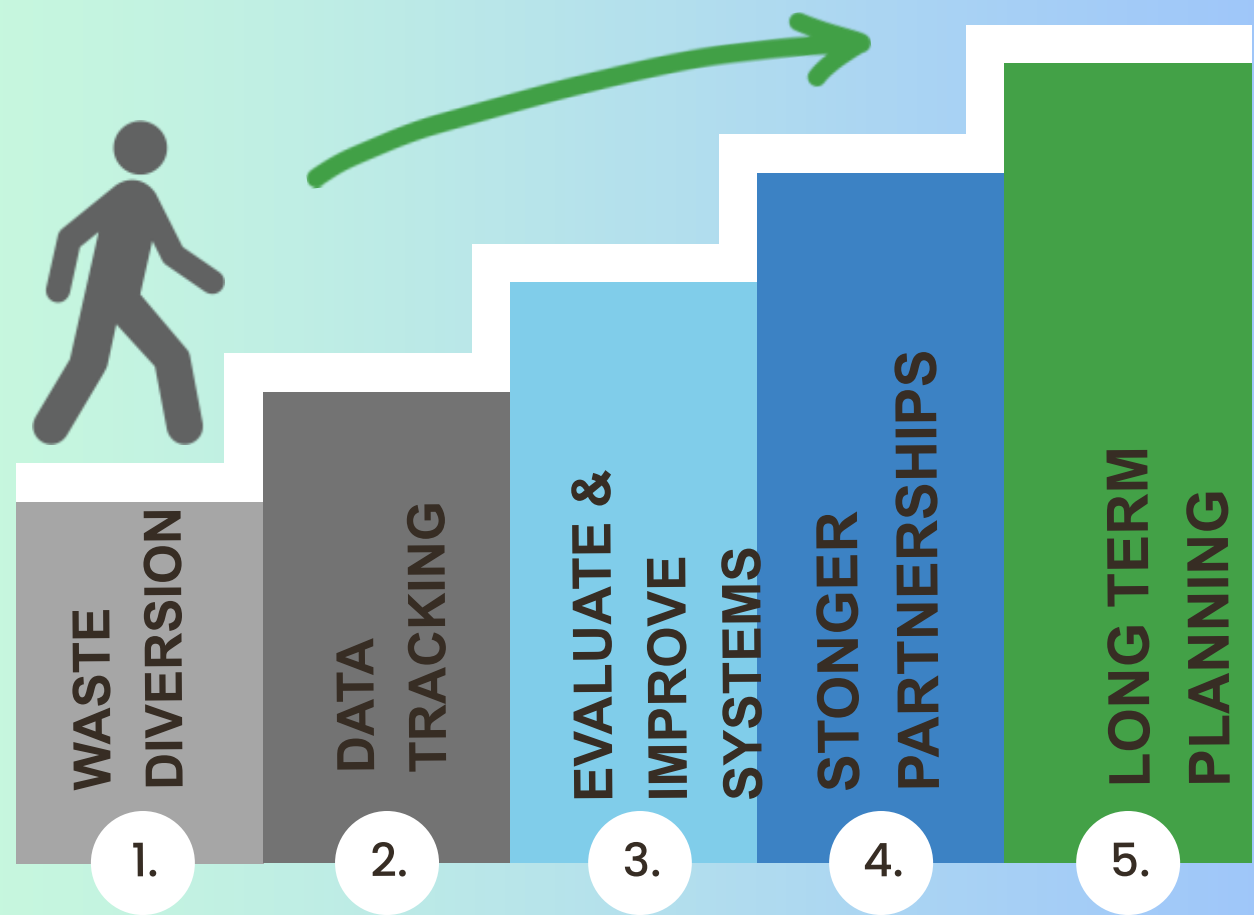
Prioritizing  
Education and Action

Digital and  
Traditional Tools  
and Tactics

Campaigns for  
compost collection  
and product users



# Improvements/Next Steps







# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 9.

<b>ITEM TITLE:</b>
<b>RESOLUTION TO ACCEPT PALMETTO PRIDE LITTER PREVENTION GRANT IN THE AMOUNT OF \$9,654.00 FOR THE ASSISTANCE OF THE LITTER PROGRAM.</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; February 18, 2025
<b>PRESENTER INFORMATION:</b>
Victoria Hoffman, Solid Waste & Recycling Program Manager 3 minutes
<b>ITEM BACKGROUND:</b>
Beaufort County's Solid Waste & Recycling Department applied for the Palmetto Pride Litter Prevention grant in December of 2024. The grant funds will assist the Department's litter prevention efforts.
<b>PROJECT / ITEM NARRATIVE:</b>
The grant will assist in litter prevention efforts by providing funds for roadside signs, funding kayak cleanups, and educational outreach materials. The grant was awarded to the Solid Waste & Recycling Department on January 15, 2025.
<b>FISCAL IMPACT:</b>
The anticipated funds to be spent equate to the total amount of the grant (\$9,654). There is no cost share or grant fund matching. Funds have been requested for FY26. GL Code 2555-90-1340-57130
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the proposed Resolution to accept Palmetto Pride Litter Prevention grant in the amount of \$9,654.00.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the proposed Resolution to accept Palmetto Pride Litter Prevention grant in the amount of \$9,654.00. <b>Next step: County Council Meeting – February 24, 2025</b>

**RESOLUTION 2025 /\_\_****A RESOLUTION TO ACCEPT THE 2025 LITTER GRANT FROM PALMETTO PRIDE FOR THE AMOUNT OF \$9,654.00 FOR THE ASSISTANCE OF THE LITTER PROGRAM**

**WHEREAS** Beaufort County Solid Waste and Recycling Department applied to assist in litter efforts on November 27, 2024 for the amount of \$9,654.00; and

**WHEREAS** Beaufort County Solid Waste and Recycling was awarded \$9,654.00 from Palmetto Pride, and

**WHEREAS** The grant will assist in litter prevention efforts by providing funds for roadside signs, funding kayak cleanups, and educational outreach materials; and

**WHEREAS** Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** hereby approves the acceptance of the 2025 Litter Prevention grant from Palmetto Pride for the amount of \$9,654.00 for the Beaufort County litter control efforts.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Alice Howard, Chairwoman

ATTEST:

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



2700 Middleburg Drive, STE 216  
Columbia, SC 29204  
1.877.PAL.PRDE (Toll Free)  
1.803.758.6034  
Fax 1.803.758.6032  
www.palmettopride.org

January 15, 2025

Victoria Hoffman  
Beaufort County Solid Waste and Recycling  
120 Shanklin Rd  
Beaufort, SC 29906

Dear Mrs. Hoffman:

We are excited to announce that Beaufort County Solid Waste and Recycling has been selected to receive a Litter Prevention Grant in the amount of \$9,654.

The following items have been approved for funding:

\$261 (3) "Litter Crew Ahead" Sign English	\$1,650 Billboard Poster Rate & Production
\$297 (3) "Litter Crew Ahead" Sign Spanish	\$1,000 (85) T-Shirts
\$1,080 (6) "Litter Crew Ahead" Stand	\$480 (40) Customized Car Trash Cans
\$1,500 (3) The Outside Foundation Kayak Cleanups	
\$3,387 (2) Kayaks	

Enclosed are the Litter Prevention Grant Guidelines. Please complete the attached Guidelines Acknowledgement page and email the signed document to [sjenkins@palmettopride.org](mailto:sjenkins@palmettopride.org). Please note that your grant check will not be issued until this signed page is received. Be sure to retain original documents for your records.

Congratulations once again on your award! We commend your organization's efforts and look forward to collaborating with you through this grant.

Sincerely,

Sherryl Jenkins  
Grants Coordinator

Enclosure

**Litter  
Trashes  
Everyone.**  
*Don't Do It.*



### LITTER PREVENTION GRANT GUIDELINES ACKNOWLEDGEMENT

The Litter Prevention grants will be awarded for one year. The grant period will begin on **January 15**, and end on **December 15**. This grant is provided with the understanding that the program will be operated as projected and the funds will be spent as budgeted.

1. The organization will initiate and complete all work outlined in the project description within the applicable time frame.
2. The organization will carry out the proposal activities in active collaboration with local community organizations.
3. The organization will maintain a proper accounting system in accordance with generally accepted accounting principles, retain appropriate financial records, and provide supporting documentation of all expenditures. Some grants may be administered through a governing body, such as County, City or Town Council.
4. All grantees must participate in litter reduction related Great American Cleanup of SC (GAC).
5. The organization will provide to PalmettoPride reports documenting GAC efforts and a final financial report outlining expenditures. All reports are submitted online. Reporting deadlines are as follows:

<b>August 1</b>	Great American Cleanup
<b>December 15</b>	Final Summary and Expenditures

Final Summary and Expenditures report supportive documentation should include the following:

- a. Expense receipts or purchase orders.
  - b. Before and after photos.
  - c. Copies of any related newspaper articles.
  - d. Any letters of commendation and other related documents.
6. Amendments to the grants are permitted upon the mutual agreement of PalmettoPride and the grantee organization and will become effective when specified in writing by PalmettoPride.
  7. Grant recipients are required to produce and submit opinion editorials (op-ed) for publication in a local newspaper. The op-ed should concentrate on the importance of litter reduction and beautification activities. The statewide work of PalmettoPride can be referenced in the op-ed as an example of the type of consciousness raising activities necessary to bring about change in the public's attitude about these issues. The final op-ed piece must be included in the grant recipient's final report.
  8. The PalmettoPride logo must appear on all printed and promotional items associated with the grant project (e.g. tee shirts, signs, invitations, promo items, etc.). PalmettoPride must have final approval on all printed materials prior to publication. To get a copy of the logo, contact Mary Hannah Feeley at (803) 758-6034 or via email at [mhfeeley@palmettopride.org](mailto:mhfeeley@palmettopride.org).

**If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.**

Please sign and return this page via email to: [sjenkins@palmettopride.org](mailto:sjenkins@palmettopride.org). Please maintain original in your files.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature of Grant Administrator

\_\_\_\_\_  
Date





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND APPROVAL OF CONTRACT AWARD TO WM OF SOUTH CAROLINA FOR RFP # 012325 MUNICIPAL SOLID WASTE DISPOSAL (\$3,828,808.61)</b>
<b>MEETING NAME AND DATE:</b>
Public Safety and Facilities Committee – February 18, 2025
<b>PRESENTER INFORMATION:</b>
Victoria Hoffman, Solid Waste & Recycling Program Manager 5 minutes
<b>ITEM BACKGROUND:</b>
A Request for Proposals (RFP) produced one responsive bid. The bid was evaluated, and WM of South Carolina was selected based on their experience with the contract, and being the only qualified bid. WM of South Carolina currently holds the contract for residential waste disposal at the Hickory Hill Landfill in Jasper County. In FY24, a total of 73,516.80 tons of waste was disposed of, with associated service costs amounting to \$3,646,484.39.
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County seeks to award a contract to WM of South Carolina (the contractor) to dispose of municipal solid waste (MSW) generated by residents in Beaufort County. This includes waste disposal from Beaufort County Convenience Centers, and residential curbside services.  The contract cost rate is \$50.62 per ton. This is a continuation of the current rate. The rate shall be locked in for the first two years of the contract. A CIP shall be allowed in the third year and each consecutive year with notification no later than December 15 <sup>th</sup> . A draft contract will be submitted to legal after the contract award approval.
<b>FISCAL IMPACT:</b>
The estimated total annual project cost, including a 5% contingency to account for tonnage increases driven by population growth, is <b>\$3,828,808.61</b> . GL Code 5010-90-1340-51166   Funds have been requested for FY26.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of contract award to WM of South Carolina for RFP # 012325 Municipal Solid Waste Disposal. Staff recommends extending the proposed contract term to ten years, with an additional five optional renewal years.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny contract award to WM of South Carolina for RFP # 012325 Municipal Solid Waste Disposal.

**Next Steps: County Council Meeting – February 24, 2025.**



Beaufort County, SC  
Procurement  
David Thomas, Director  
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION  
RFP No. 012325  
Municipal Solid Waste Disposal  
RESPONSE DEADLINE: January 23, 2025 at 3:00 pm  
Report Generated: Thursday, January 30, 2025

CONSENSUS SCORECARD SUMMARY

Vendor	Pricing Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Operational Efficiency Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill	-	-	-	-	-

CONSENSUS SCORECARD DETAILS

WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill

Pricing | Points Based | 25 Points (25%)

Description:  
Overall pricing structure and cost of services, transparency and reasonableness of proposed fees.

Approach | Points Based | 25 Points (25%)

Description:  
Proposed disposal operations work plan, feasibility, and capability to provide service within scope and changes in waste volume or service requirements.

**Operational Efficiency | Points Based | 25 Points (25%)**

**Description:**

Proximity of the disposal site, availability of backup plans for service interruptions, proven track record with similar projects and operational safety measures and protocols.

**Experience | Points Based | 25 Points (25%)**

**Description:**

Quality and breadth of experience as provided in the form of similar operations. Compliance with local, state and federal regulations.

**Total Score:**

**VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill
Proposer confirms the proposal is firm for a period of at least 90 days from the closing date for submission of proposal.	Pass
Please Provide Licenses and Certificate of Insurance.	Pass
Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion	Pass
State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.	Pass
Explain fully any litigation involving performance.	No Response
Non-Segregated Facilities	Pass
Please upload any relevant certifications and/or licenses	Pass
Proposal (excluding pricing)	Pass
Pricing	Pass



## PHASE 1

### EVALUATORS

Name	Title	Agreement Accepted On
Bradley Harriott	Public Works Director	Jan 28, 2025 2:57 PM
Victoria Hoffman	Program Manager	Jan 24, 2025 9:34 AM
Brad McAbee	Operations Superintendent	Jan 29, 2025 1:50 PM

### EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 (25% of Total)

Description:  
Overall pricing structure and cost of services, transparency and reasonableness of proposed fees.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:  
Proposed disposal operations work plan, feasibility, and capability to provide service within scope and changes in waste volume or service requirements.

Criteria	Scoring Method	Weight (Points)
Operational Efficiency	Points Based	25 (25% of Total)

EVALUATION TABULATION

RFP No. 012325

Municipal Solid Waste Disposal

Description:  
Proximity of the disposal site, availability of backup plans for service interruptions, proven track record with similar projects and operational safety measures and protocols.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:  
Quality and breadth of experience as provided in the form of similar operations. Compliance with local, state and federal regulations.

AGGREGATE SCORES SUMMARY

Vendor	Bradley Harriott	Victoria Hoffman	Brad McAbee	Total Score (Max Score 100)
WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/OAkwood Landfill	97	97	81	91.67

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Pricing Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Operational Efficiency Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/OAkwood Landfill	21.3	23	23.3	24	91.67

## INDIVIDUAL PROPOSAL SCORES

WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill	
Pricing   Points Based   25 Points (25%)	
	Bradley Harriott: 23
	Victoria Hoffman: 23
	Brad McAbee: 18
Approach   Points Based   25 Points (25%)	
	Bradley Harriott: 25
	Victoria Hoffman: 24
	Brad McAbee: 20
Operational Efficiency   Points Based   25 Points (25%)	
	Bradley Harriott: 25
	Victoria Hoffman: 25
	Brad McAbee: 20
Experience   Points Based   25 Points (25%)	
	Bradley Harriott: 24
	Victoria Hoffman: 25
	Brad McAbee: 23



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

### ITEM TITLE:

**RECOMMEND APPROVAL OF CONTRACT AWARD TO GREEN MOUNTAIN TECHNOLOGIES FOR RFP # 121024 PURCHASE, INSTALLATION AND SERVICING OF ENCLOSED COMPOSTING VESSEL (\$165,890)**

### MEETING NAME AND DATE:

Public Safety and Facilities Committee – February 18, 2025

### PRESENTER INFORMATION:

Victoria Hoffman, Solid Waste & Recycling Program Manager

5 minutes

### ITEM BACKGROUND:

Last year, Beaufort County was awarded a \$273,600 USDA grant to support a compost pilot program. As part of the grant, funds were allocated for equipment to enhance the composting process. The Solid Waste Department is requesting approval to purchase a composting unit to support the planned food waste diversion program.

To procure the equipment, the County issued a Request for Proposals (RFP 100324) in October, which resulted in only one responsive bid. To encourage more competition, the solicitation was reissued (RFP 121024), yielding four bids. After evaluating the proposals, the top three vendors were interviewed. Green Mountain Technologies was selected as the most qualified vendor based on their experience, expertise in composting, and overall suitability for the project.

### PROJECT / ITEM NARRATIVE:

Beaufort County intends to award a contract to Green Mountain Technologies (the contractor) for the purchase, installation, and servicing of an in-vessel composting unit. The proposed equipment, the Intermodal Earth Flow, is priced at \$119,950.00. The contract also includes product support and training for an additional \$16,950.00. Optional selected add-ons include a hydraulic tote loader (\$14,950.00), a WebMACS interface with temperature automation (\$12,450), and an oxygen and temperature probe (\$1,590.00).

The total cost of the proposed contract is \$165,890.

### FISCAL IMPACT:

The USDA grant provides for various components to establish compost pilot program grant. The portion of the grant allocated for equipment is up to \$95,000. The remainder of the funds, \$70,890, needed for the contract award will be funded from the Solid Waste budget.



NIFA Grant code 2555-10-0000-57130| Current Balance: **\$178,006.00 (funds to use \$95,000)**

GL Code 5010-90-1340-54500 | Current Balance: **\$615,977.00 (funds to use \$70,890)**

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of contract award to Green Mountain Technologies RFP # 121024 Purchase, Installation, and Servicing of Enclosed Composting Vessel.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny contract award to Green Mountain Technologies for RFP # 121024 Purchase, Installation, and Servicing of Enclosed Composting Vessel.

**Next Steps - If approved, county staff to execute contract.**



Beaufort County, SC  
Procurement  
David Thomas, Director  
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

RESPONSE DEADLINE: December 10, 2024 at 3:00 pm

Report Generated: Thursday, January 30, 2025

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Victoria Hoffman	Program Manager	Dec 13, 2024 10:10 AM
Brad McAbee	Operations Superintendent	Dec 13, 2024 1:04 PM
Chloee McGuigan	Recycling Coordinator	Dec 13, 2024 10:14 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Understanding	Points Based	25 (25% of Total)

Description:  
Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

The approach to the process and ability to meet objectives in all phases of the project are clearly defined. The proposed installation, servicing schedule and training of program staff meet the project's needs.

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 (25% of Total)

Description:  
Pricing of the composting vessel and services proposed are comparable to current market prices.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:  
Quality and breadth of experience as provided in the form of similar projects and operations.

AGGREGATE SCORES SUMMARY

Vendor	Victoria Hoffman	Brad McAbee	Chloee McGuigan	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	89	87	92	89.33
North American Trading House, LLC	81	80	85	82
EcoRich LLC	64	85	79	76
Engineered Compost Systems	51	65	71	62.33
Excluded				

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Pricing Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	23.7	22.3	20	23.3	89.33
North American Trading House, LLC	22.3	20.7	18.7	20.3	82
EcoRich LLC	19.7	18	20.3	18	76
Engineered Compost Systems	16.3	16	10	20	62.33
Excluded					

INDIVIDUAL PROPOSAL SCORES

EcoRich LLC
Understanding   Points Based   25 Points (25%)
Victoria Hoffman: 15
Brad McAbee: 25
Chloee McGuigan: 19
Approach   Points Based   25 Points (25%)
Victoria Hoffman: 15
Brad McAbee: 20
Chloee McGuigan: 19



**Pricing | Points Based | 25 Points (25%)**

Victoria Hoffman: 20

Brad McAbee: 20

Chloee McGuigan: 21

**Experience | Points Based | 25 Points (25%)**

Victoria Hoffman: 14

Brad McAbee: 20

Chloee McGuigan: 20

**Green Mountain Technologies (GMT)****Understanding | Points Based | 25 Points (25%)**

Victoria Hoffman: 22

Brad McAbee: 25

Gave good presentation about experience and equipment.

Chloee McGuigan: 24

**Approach | Points Based | 25 Points (25%)**

Victoria Hoffman: 21

Brad McAbee: 22

Chloee McGuigan: 24

EVALUATION TABULATION  
RFP No. 121024  
Purchase, Installation, and Servicing of Enclosed Composting Vessel

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Pricing   Points Based   25 Points (25%)	
	Victoria Hoffman: 22
	Brad McAbee: 18
	Chloee McGuigan: 20
Experience   Points Based   25 Points (25%)	
	Victoria Hoffman: 24
	Brad McAbee: 22
Have local support in Charleston.	
	Chloee McGuigan: 24
North American Trading House, LLC	
Understanding   Points Based   25 Points (25%)	
	Victoria Hoffman: 20
"Food Waste experts"	
	Brad McAbee: 25
	Chloee McGuigan: 22
Approach   Points Based   25 Points (25%)	
	Victoria Hoffman: 20
	Brad McAbee: 20
	Chloee McGuigan: 22

Pricing   Points Based   25 Points (25%)
Victoria Hoffman: 20
Brad McAbee: 15
Chloee McGuigan: 21
Experience   Points Based   25 Points (25%)
Victoria Hoffman: 21
Brad McAbee: 20
Chloee McGuigan: 20
Engineered Compost Systems (Excluded)
Understanding   Points Based   25 Points (25%)
Victoria Hoffman: 16
Aerated static pile system with bio cover. Site construction needed for pumps & leachate collection.
Brad McAbee: 15
Chloee McGuigan: 18
Approach   Points Based   25 Points (25%)
Victoria Hoffman: 10
Scalability. Great plan design, very informative. Not ideal for site.
Brad McAbee: 20
Chloee McGuigan: 18

EVALUATION TABULATION  
RFP No. 121024  
Purchase, Installation, and Servicing of Enclosed Composting Vessel

Pricing   Points Based   25 Points (25%)	
Victoria Hoffman: 5	
WAY over budget.	
Brad McAbee: 10	
Chloee McGuigan: 15	
Experience   Points Based   25 Points (25%)	
Victoria Hoffman: 20	
Brad McAbee: 20	
Chloee McGuigan: 20	

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Victoria Hoffman	Program Manager	Dec 13, 2024 10:10 AM
Brad McAbee	Operations Superintendent	Dec 13, 2024 1:04 PM
Chloee McGuigan	Recycling Coordinator	Dec 13, 2024 10:14 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Understanding	Points Based	25 (25% of Total)

Description:



EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

---

Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:  
The approach to the process and ability to meet objectives in all phases of the project are clearly defined. The proposed installation, servicing schedule and training of program staff meet the project's needs.

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 (25% of Total)

Description:  
Pricing of the composting vessel and services proposed are comparable to current market prices.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:  
Quality and breadth of experience as provided in the form of similar projects and operations.

AGGREGATE SCORES SUMMARY

EVALUATION TABULATION  
RFP No. 121024  
Purchase, Installation, and Servicing of Enclosed Composting Vessel

Vendor	Victoria Hoffman	Brad McAbee	Chloee McGuigan	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	84	87	89	86.67
North American Trading House, LLC	84	80	84	82.67
EcoRich LLC	77	85	81	81
Engineered Compost Systems	51	65	71	62.33

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Pricing Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	23.3	21.7	20	21.7	86.67
North American Trading House, LLC	22	21	19	20.7	82.67
EcoRich LLC	22	19.3	21	18.7	81
Engineered Compost Systems	16.3	16	10	20	62.33

INDIVIDUAL PROPOSAL SCORES

EcoRich LLC
Understanding   Points Based   25 Points (25%)
Victoria Hoffman: 21
Brad McAbee: 25

EVALUATION TABULATION  
RFP No. 121024  
Purchase, Installation, and Servicing of Enclosed Composting Vessel

Chloee McGuigan: 20
Approach   Points Based   25 Points (25%)
Victoria Hoffman: 18
Brad McAbee: 20
Chloee McGuigan: 20
Pricing   Points Based   25 Points (25%)
Victoria Hoffman: 22
Brad McAbee: 20
Chloee McGuigan: 21
Experience   Points Based   25 Points (25%)
Victoria Hoffman: 16
Brad McAbee: 20
Chloee McGuigan: 20
Engineered Compost Systems
Understanding   Points Based   25 Points (25%)
Victoria Hoffman: 16
Aerated static pile system with bio cover. Site construction needed for pumps & leachate collection.
Brad McAbee: 15
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EVALUATION TABULATION  
RFP No. 121024  
Purchase, Installation, and Servicing of Enclosed Composting Vessel

---

Approach   Points Based   25 Points (25%)	
Victoria Hoffman: 10	
Scalability. Great plan design, very informative. Not ideal for site.	
Brad McAbee: 20	
Chloee McGuigan: 18	
Pricing   Points Based   25 Points (25%)	
Victoria Hoffman: 5	
WAY over budget.	
Brad McAbee: 10	
Chloee McGuigan: 15	
Experience   Points Based   25 Points (25%)	
Victoria Hoffman: 20	
Brad McAbee: 20	
Chloee McGuigan: 20	
Green Mountain Technologies (GMT)	
Understanding   Points Based   25 Points (25%)	
Victoria Hoffman: 22	
Brad McAbee: 25	
Chloee McGuigan: 23	



EVALUATION TABULATION  
RFP No. 121024  
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	Brad McAbee: 22
	Chloee McGuigan: 23
Pricing   Points Based   25 Points (25%)	
	Victoria Hoffman: 22
	Brad McAbee: 18
	Chloee McGuigan: 20
Experience   Points Based   25 Points (25%)	
	Victoria Hoffman: 20
	Brad McAbee: 22
	Chloee McGuigan: 23
North American Trading House, LLC	
Understanding   Points Based   25 Points (25%)	
"Food Waste experts"	Victoria Hoffman: 20
	Brad McAbee: 25
	Chloee McGuigan: 21

Approach   Points Based   25 Points (25%)	
	Victoria Hoffman: 21
	Brad McAbee: 20
	Chloee McGuigan: 22
Pricing   Points Based   25 Points (25%)	
	Victoria Hoffman: 21
	Brad McAbee: 15
	Chloee McGuigan: 21
Experience   Points Based   25 Points (25%)	
	Victoria Hoffman: 22
	Brad McAbee: 20
	Chloee McGuigan: 20



Beaufort County, SC  
Procurement  
David Thomas, Director  
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION  
RFP No. 121024  
Purchase, Installation, and Servicing of Enclosed Composting Vessel  
RESPONSE DEADLINE: December 10, 2024 at 3:00 pm  
Report Generated: Wednesday, January 8, 2025

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Victoria Hoffman	Program Manager	Dec 13, 2024 10:10 AM
Brad McAbee	Operations Superintendent	Dec 13, 2024 1:04 PM
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Approach	Points Based	25 (25% of Total)

Description:

## EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

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Criteria	Scoring Method	Weight (Points)
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## Description:

Pricing of the composting vessel and services proposed are comparable to current market prices.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

## Description:

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Engineered Compost Systems	51	65	71	62.33

## EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

Page 2

## EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

## VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Pricing Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	23.3	21.7	20	21.7	<b>86.67</b>
North American Trading House, LLC	22	21	19	20.7	<b>82.67</b>
EcoRich LLC	22	19.3	21	18.7	<b>81</b>
Engineered Compost Systems	16.3	16	10	20	<b>62.33</b>



# Pricing

## Beaufort County

Quantity	Description	Cost	
	<b>20' Intermodal Earth Flow (EF IM20)</b>	<b>\$ 119,950.00</b>	
1	Insulated 20' retrofitted shipping container		
1	Local PLC controls NEMA 4x		
1	Stainless liner and mixing system		
1	In-floor aeration system		
1	Biofilter piping and blower		
1	Spare parts package & replacement flighting		
1	Temperature probe and port		
	<b>Project Support, On Site Commissioning &amp; Freight</b>	<b>\$ 16,950.00</b>	
3 days	Travel Costs for On Site Commissioning & Training		
1 pc	Freight CIP (mainland US estimate)		
30 hrs	Site design support		
	<i>*Does not include taxes</i>	<b>\$136,900.00*</b>	
Optional Add-Ons			
1	Hydraulic tote loader	<b>\$ 14,950.00</b>	
1	WebMACS interface & temperature automation	<b>\$ 12,450.00</b>	
1	Weigh station (WebMACS suggested)	<b>\$ 4,950.00</b>	
1	Cell plan & router (\$1,000 per year after 1 <sup>st</sup> year)	<b>\$ 1,950.00</b>	
1	Oxygen and temperature probe (20% discounted)	<b>\$ 1,590.00</b>	
1	Upgrade to 40' long Intermodal (2x capacity)	<b>\$ 49,950.00</b>	

# In-Vessel Compost Unit & Service Proposal

## Response to RFP “Purchase, Installation, and Servicing of Enclosed Composting Vessel”

### Beaufort County

10<sup>th</sup> of December, 2024

**Prepared For:**  
Beaufort County

**Prepared By:**  
Green Mountain Technologies, Inc.



# GMT Equipment Proposal

## Beaufort County

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## Table of Contents

1. Executive Summary
2. Approach to the Ranking/Planning Process
3. Work Plan and Scheduling
4. Experience and Qualifications
5. Exceptions, Qualifications, or Exclusions



# Executive Summary

---

Green Mountain Technologies (GMT) is delighted to propose the Earth Flow in-vessel composting system as a key component of Beaufort County's strategic initiative for sustainable organics management. This proposal aligns with the county's pilot program for organic waste diversion and aims to establish a new standard for integrated composting practices throughout the region, benefiting the community and the environment.

GMT values the strategic importance of Beaufort County's grant-funded organic waste diversion pilot program. This initiative not only implements a sustainable waste management solution but sets a precedent for broader countywide composting practices in the future.

The GMT in-vessel Earth Flow composting system meets the county's needs by efficiently processing organic materials, including yard waste and food scraps, into nutrient-rich compost, thus aligning with USDA grant requirements for agricultural use. By installing this 20-foot Intermodal Earth Flow system within the approximately 4,000 square-foot site at 9 Benton Field Road, GMT ensures a seamless fit that also allows for scalability with the following benefits:

**Local Support and Expertise:** With our sales representative only two hours away in Charleston, S.C., GMT ensures prompt service, site visits as needed, and same zone availability and technical assistance to Beaufort County.

**Cutting-Edge Technology:** The Earth Flow system provides superior odor control, efficient aerobic processes, automated mixing, and bioplastics compatibility- streamlining operations and maintaining a clean, odor-free environment that produces high quality compost.

**Proven Durability and Craftsmanship:** Proudly made in America, our systems demonstrate reliability proven to last for over 15 years of heavy use, ensuring long-term value.

**Education and Community Engagement:** The visibility of the composting process within the Earth Flow system serves as a powerful educational tool, promoting community awareness, environmental literacy, and sustainability practices.

**Makes High Value Compost:** The GMT in-vessel Earth Flow has a proven track record of making high value finished compost for over 15 years. Composting takes time – biologically, it is impossible to produce finished compost in less than a month. The Earth Flow provides microbes with the ideal conditions needed to transform organic material into a microbially rich, stable compost that enhances local soils to be more absorbent and productive for agricultural and horticultural purposes.

For the past 32 years, GMT has partnered with numerous municipalities, positioning us uniquely to support Beaufort County's sustainable waste management goals. We offer scalable solutions tailored to local needs, ensuring long-term success. Moreover, GMT not only provides state-of-the-art technology but also delivers personalized, family-oriented training and ongoing support essential for a thriving composting operation.

With GMT's steadfast commitment to collaboration, quality, and innovation, we are excited to partner with Beaufort County to reduce landfill waste and greenhouse gas emissions. Together, we aim to enhance local soil health and foster community engagement and environmental literacy through effective composting initiatives.

For further information or questions, please feel free to contact us.






## Approach to the Ranking/Planning Process

---

At Green Mountain Technologies (GMT), we prioritize a structured and transparent ranking and planning process to ensure the project's success. Our approach comprises several key elements:

1. **Criteria Definition:** We begin by establishing clear criteria from the RFP and aligning them with Beaufort County's goals. This includes evaluating operational efficiency, scalability, collaboration and engagement with the county & community, and sustainability impacts.
2. **Systematic Evaluation:** We utilize a repeatable ranking system based on defined parameters such as cost-effectiveness, scalability, and technical feasibility. This ensures all project components are assessed uniformly.
3. **Stakeholder Engagement:** Throughout the planning stages, we involve relevant stakeholders, including municipal staff and community members, to gather feedback and insights that inform our decision-making process.
4. **Project Milestones:** We outline key milestones and deliverables tied to the ranking criteria, enabling us to monitor progress and make necessary adjustments as the project evolves.
5. **Reporting and Transparency:** Regular reporting updates will be shared with Beaufort County to maintain transparency around project implementation status and to ensure ongoing alignment with defined goals.

Through this systematic and collaborative approach, GMT is committed to delivering a project that meets and exceeds Beaufort County's expectations while fostering community engagement and support.



## Work Plan & Scheduling

---

GMT embraces a strategic approach with comprehensive planning to ensure a successful setup and operation of the Earth Flow system. Our comprehensive approach emphasizes not only the deployment of the Earth Flow machine but also robust support & consultation during the planning and construction phases, including coordination with local and regulatory agencies as needed. GMT commits to being available for consulting to ensure the site infrastructure is adequately prepared for the successful installation & compatibility with the composting equipment. This proactive collaboration with Beaufort County ensures alignment with all project requirements and readiness for future scalability as peak monthly inbound volumes of waste will naturally increase over time as the popularity of the program increases with residents.

GMT will provide expert consulting services to address site preparation needs and verify that all foundational requirements are met, thus ensuring the proposed equipment can operate optimally within the designated area. This engagement includes readiness assessments and recommendations for infrastructure needs and foundational enhancements that may be specific to the Earth Flow composting system.

## Installation Planning and Timeline Coordination

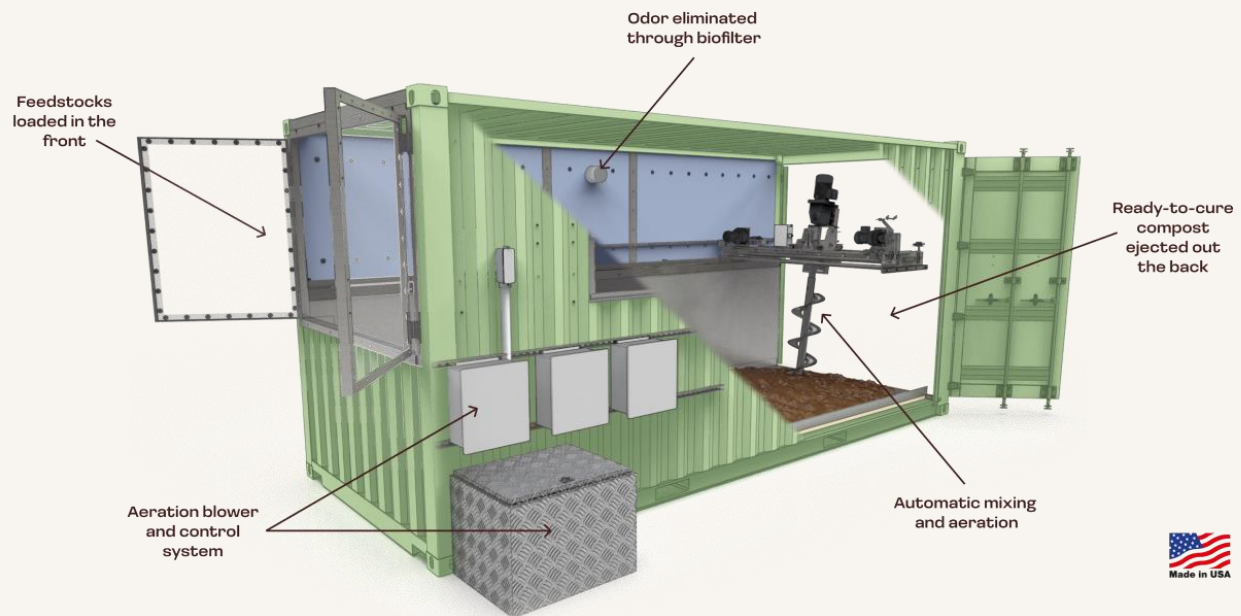
**Manufacturing Lead Times and Installation Timeline:** GMT offers an estimated lead time of six months from order to delivery, ensuring alignment with project timelines. Installation will take place on-site, with in-person staff training on operating and maintaining the system following the electrical energization of the site. This approach guarantees seamless integration and optimal use of on-site time. We are committed to closely coordinating Beaufort County's scheduling requirements to align with electricity preparation, facilitating a smooth project rollout.

## Thorough Installation Planning and Execution

**Site Integration:** GMT will conduct detailed in-person and remote site assessments to ensure the Earth Flow system integrates seamlessly into the existing infrastructure at 9 Benton Field Road. This includes advising on necessary site enhancements such as electric line installations and potential construction modifications like pole barns or asphalt paving. Our system's design ensures it fits the roughly 4,000 square



foot area while allowing room for scalability, accommodating future growth demands.



**Electrical and Installation Coordination:** To ensure a well-integrated composting system, GMT will provide detailed wiring schematics that will form the basis for the project's electrical components. During our on-site commissioning and training, we will complete all low-voltage terminations, ensuring that all connections comply with operational standards.

Based on the information provided in the RFP's question and answer section, we understand that Beaufort County will be responsible for all high-voltage wiring. The GMT Earth Flow is compatible with both single-phase 220V commercial power and three-phase power. While three-phase power is generally more efficient, the performance of the Earth Flow machine remains unaffected by the type of electricity used.

This proactive collaboration allows us to meticulously fulfill all electrical requirements, ensuring that the integrated systems operate efficiently and effectively within the project timeline.

**Pre-Installation Site Assessment:** GMT will conduct a detailed site visit prior to installation to assess site conditions, including the existing electrical infrastructure, ensuring all prerequisites are identified and addressed.

**Logistics and Equipment Setup:** We will oversee the logistics of equipment shipping, including offloading and storage, while collaborating closely with Beaufort County staff to ensure alignment with the delivery schedule.

**Collaborative Installation Process:** Our Earth Flow system engineers will be onsite to work directly with Beaufort County's electricians to facilitate the accurate connection of our system to the existing power infrastructure.





**Compliant Technology:** The Earth Flow composting system is specifically engineered to meet all the compost unit requirements outlined in Section 4.2 of the RFP. It includes:

**Continuous Flow Operations:** The Earth Flow system efficiently processes food scraps and other organic waste, allowing for regular addition and removal of materials to maintain a steady workflow. It can produce ready-to-cure compost in as little as 21 days. With a completely flexible loading schedule, operators can customize the addition of approximately 1,000 pounds of feedstocks daily to meet their changing needs and seasonal fluctuations. The system also facilitates the removal of about 500 pounds of ready-to-cure compost, ensuring adaptability to varying operational demands.

**Fully Enclosed Design:** The unit is entirely enclosed and constructed with a high-quality stainless-steel liner on all wet surfaces, ensuring durability and resistance to corrosion.

**Advanced Mixing and Aeration:** The Earth Flow system features a cutting-edge self-mixing and fully automated aeration system, which optimizes the composting process by enhancing the breakdown of organic materials and maintaining ideal environmental conditions.

**Ability to Compost BPI Certified Compostable Products:** The Earth Flow system is designed to handle BPI certified compostable products effectively, ensuring that a wider range of organic materials can be processed efficiently. This capability not only helps in diverting waste from landfills but also aligns with sustainable practices, enhancing the overall compost quality and supporting effective waste diversion strategies in the community.

**Visible Composting Process:** The Earth Flow system is designed with accessible windows and doors that allow operators and visitors to easily check on the composting process at any time. This unique visibility fosters valuable educational tours and programming opportunities, enabling stakeholders to witness firsthand how organic materials are transformed into rich compost — a distinct advantage over traditional drum-style systems, where the composting process is concealed.

**Integrated Monitoring Capabilities:** Equipped with temperature ports for precise monitoring, the system allows operators to track internal conditions and ensure optimal operation.

**Rodent-Proof Sealing:** The system design includes sealed openings to prevent rodent access, maintaining a hygienic and secure composting environment.

**Biofiltration for Effective Odor and Emissions Control:** All process air is captured and directed through an integrated biofilter system, which effectively reduces odor and lowers emissions by up to 95%, supporting environmental compliance and community satisfaction.

By meeting these comprehensive requirements, the Earth Flow system demonstrates its capability to provide a reliable, efficient, and environmentally friendly composting solution tailored to the needs of Beaufort County's innovative pilot program.

## Comprehensive System Testing and Support

**Installation and Commissioning:** From equipment offloading to full system integration, GMT manages the entire installation process.



**System Testing and Optimization:** Post-installation, GMT conducts an extensive test run using a variety of feedstocks to guarantee optimal performance upon pilot launch and seamless integration with electrical setups. This step ensures that all systems are fine-tuned and fully operational before launching full-scale operations.

**Ongoing Support and Warranty:** Operational excellence is pivotal to our partnerships. With our proximity in Charleston, South Carolina, we provide robust support through remote means such as phone calls and online consultations and offer additional site visits or training sessions for a nominal fee. Our proposal includes a one-year parts-only warranty and complimentary support during the first year of system operations, featuring regular check-ins to ensure optimal performance, remote diagnostics for troubleshooting any issues, and swift issue resolution. As a family-owned and operated company based in the U.S., we pride ourselves on delivering family-style service and support, emphasizing accessibility and personalized customer care to meet our clients' needs effectively.

## Targeted Training for County Staff

**In-Depth Training Programs:** Proper composting hinges on proper operations. At the core of this is operator knowledge and training. Our training programs are designed to empower Beaufort County staff with the skills needed to operate and maintain the Earth Flow system effectively. These sessions cover operational procedures, safety protocols, and routine maintenance practices, supported by detailed operation and maintenance manuals.

## Commitment to Project Objectives

**Continuous Learning and Support:** In the first year of composting with the Earth Flow, GMT offers free and unlimited training and support to facilitate a successful transition to on-site organic waste management, including guidance on compost recipe generation, balancing feedstock ratios, troubleshooting frequently asked questions and more. Following this initial year of regular interaction and check-ins, GMT provides access to ongoing training resources and remote consultations, promoting a deeper understanding and consistent operational efficiency among program staff. Additionally, we supply a comprehensive operations and maintenance manual for the Earth Flow system, offering detailed guidance on routine inspections, maintenance protocols, and troubleshooting steps to ensure long-term sustainability, best practices for preventative maintenance, and ease of use.

**Collaborative Project Management:** Our approach emphasizes collaboration at every project phase, ensuring all actions align with Beaufort County's goals. GMT's experience in managing similar scale municipal in-vessel composting programs ensures we anticipate potential challenges and address them proactively.

**Adaptability and Customization:** Our modular design facilitates scalable growth and future enhancements with minimal disruption, allowing Beaufort County to respond nimbly to increased waste volumes or regulatory updates.

With this strategic approach, GMT is well-equipped to fulfill Beaufort County's composting system objectives, effectively integrating our technology into the community and laying a foundation for sustainable composting practices.

### Scalability Plan:



Green Mountain Technologies recognizes Beaufort County's strategic approach to implementing a scalable organics management solution. The program will initially focus on receiving food scraps from the drop-off location at the convenience center; we are fully equipped to support this foundational phase. As the initiative progresses, GMT will facilitate the integration of added volume from organic waste from schools and ultimately expanded contributions from businesses and residences. Our expertise and commitment to fostering comprehensive waste management solutions enable us to align with Beaufort County's vision and ensure a successful, long-term implementation of organic waste diversion across the community.

For Beaufort County's pilot project, we propose starting with a 20' Intermodal Earth Flow composter. As the volume of waste generated through the composting program increases, GMT is committed to supporting Beaufort County in scaling up operations to meet their evolving needs and goals.

Scaling options include:

1. **Adjusting Retention Times:** By reducing the retention time in the Earth Flow composting vessel from three weeks to two weeks or less, we can significantly increase the annual processing capacity of the system.
2. **Aerated Static Pile (ASP):** We can design and install an aerated static pile adjacent to the Earth Flow unit to finish the composting process more efficiently. This method allows for additional volume management while enhancing the quality of the finished compost.
3. **Upgrading to a Larger Unit:** If the composting needs exceed the capacity of the 20' Intermodal, we can transition to a larger 40' Intermodal Earth Flow, which offers over double the processing capacity.

Additionally, the 20' Intermodal unit can be relocated within the county to support on-site composting at different locations or used in tandem with a second vessel installed side by side, providing further flexibility to adapt to the county's waste management strategies.

This scalability plan ensures that Beaufort County can effectively manage increasing waste volumes while optimizing their composting processes over time.

## Project Timeline Overview

- **Project Award and Initial Engagement:** Date to Be Determined (TBD)
  - Finalize contract details and receive deposit.
  - Establish regular communication with Beaufort County to detail project timeline and key deliverables.
- 1. **Order and Production Phase (0–6 Months Post-Contract Award)**
  - **Week 1:** Confirm project specifics and receive the installation deposit to initiate production.
  - **Weeks 2–8 (Months 1–2):** Begin manufacturing of the Earth Flow system components.
- 2. **Pre-Installation Planning and Site Visit (1–3 Months)**



- **Months 1–2:** Conduct a preliminary site visit to evaluate site conditions and commence detailed consultation.
    - Confirm site readiness for equipment installation and validate infrastructure plans, including electrical requirements.
  - **Months 2–3:** Provide comprehensive planning and project support.
    - Address any infrastructure needs (e.g., site modifications, electrical enhancements).
    - Collaborate with Beaufort County for necessary permitting or regulatory compliance.
- 3. Completion of Production and Preparation for Shipping (3–6 Months)**
- **Months 3–5:** Finalize manufacturing processes for the system components.
  - **Month 6:** Prepare for shipment of the system.
    - Coordinate with logistics partners for equipment shipment.
    - Align delivery schedule with site readiness.
- 4. On-Site Installation and Training (6–7 Months)**
- **Week 1 (Month 6):** Deliver and offload equipment at the project site.
  - **Weeks 2–3:** Perform on-site installation.
    - Integrate with existing infrastructure and complete electrical setup.
  - **Week 4:** Conduct comprehensive training for Beaufort County staff, setting up operational procedures.
    - Distribute operations and maintenance manuals.
    - Conduct system testing with various feedstocks to ensure optimal performance.
- 5. Post-Installation Support (Ongoing Post-Installation)**
- Offer ongoing technical support and conduct additional training sessions and site visits as needed.
  - Perform routine system check-ins to ensure efficiency and effectiveness.
  - Utilize remote diagnostics for quick issue identification and resolution.

## Key Milestones

- **Deposit Received:** Triggers start of production and initial planning consultation.
- **Site Visit Completed:** Ensures site and infrastructure readiness.
- **Production Completed:** System ready for shipping.



- **Complete installation:** System operational and staff training finalized.
- **Post-Launch Support Initiated:** Continuous support and system monitoring begin.





# Experience and Qualifications

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Founded in 1992, Green Mountain Technologies (GMT) is dedicated to realizing the environmental and economic benefits of well-designed composting facilities. We have designed over 400 compost facilities globally, 60 of which feature our Earth Flow in-vessel systems, as proposed in this RFP.

GMT engages in projects nationwide, processing over 2.5 million tons of waste annually. In 2024, we deployed systems for municipal governments in Traverse City, Michigan; Boulder County, Colorado; Billings, Montana; and King County, Washington. Betsy La Force, a key member of our Earth Flow team, played a significant role in the City of Charleston's residential food scrap composting program. Her insights from this experience will be instrumental in helping Beaufort County achieve its goals.

The City of Charleston's data guides our estimate of a 356-ton capacity for Beaufort County's initial phase, with the 20' Intermodal Earth Flow capable of processing over 300 tons of food scraps annually, offering scalability. This is based on conservative estimates despite Beaufort County's smaller population compared to Charleston.

It is important to note, that in a rapidly evolving market, some emerging technologies present themselves as quick composting solutions but often function more like dehydrators. While these systems can offer rapid turnaround times, they do not achieve the same level of organic matter breakdown and nutrient-rich output as conventional composting systems, nor do they produce material that qualifies as finished compost for direct application and use in agriculture and horticulture. GMT's patented aerobic composting process ensures comprehensive breakdown and stabilization of organic waste, resulting in a high-quality, USCC-certified compost that supports agricultural applications.

**Project Manager: Cameron Snow**



Cameron is an Engineer at GMT managing the technical elements of the Earth Flow product line and provides storm water and CAD design for ASP systems.

Cameron graduated from the University of Idaho with a B.S. in Biological and Agricultural Engineering. At GMT Cameron works designing, constructing and commissioning the Earth Flow and supporting design for the ASP systems. Prior to joining GMT, Cameron worked in conservation with Northwest Watershed Institute and at the UI Industrial Assessment Center.

Cameron will serve as the site manager/coordinator, overseeing the actual installation process alongside another GMT engineer and the local sales representative.



**Technical Lead:** Orion Black-Brown

**Orion Black-Brown**  
 Director of Operations

Orion Black-Brown has helped design, permit, and construct over a dozen compost facilities around the world. He brings his attention to detail, project management experience and mechanical background to ensure client needs are addressed in a professional and prompt fashion. He oversees GMT's project management, administrative and drafting teams. Prior to working at GMT, Orion spent three years in new product development supporting startups, universities, and Fortune 500 companies as they brought their ideas to life. These experiences taught him the importance of transparency, empathy, and organization to successful project execution, and he brings these lessons to his work at GMT.

**Education**

University of Washington B.S. Mechanical Engineering (BSME)

**Affiliation & Awards**

The United States Composting Council  
 NWRA Organics Management Facility of the Year Award

**Industry Experience**

2019 – Present: Green Mountain Technologies  
 2018 – 2019: Synapse Product Development  
 2017 – 2018: Researcher University of Washington  
 2016: Researcher. OUT

**Local Earth Flow Representative:** Betsy La Force

Betsy La Force serves as the Earth Flow Sales & Business Development Manager at Green Mountain Technologies (GMT), bringing nearly a decade of extensive experience in the composting industry. Her expertise encompasses essential areas such as organic waste hauling, environmental advocacy



at both local and state levels, and project management, providing her with a well-rounded understanding of sustainable waste solutions.

A native of South Carolina and a graduate of the College of Charleston, Betsy has augmented her industry knowledge with certifications in Permaculture Design from the Occidental Arts & Ecology Center in California, Master Naturalist training from Clemson University, Compost Operations Training Certification through the North Carolina Compost Council, and Climate Reality Leadership training through the Al Gore Climate Reality Project, enhancing her ability to champion environmentally responsible initiatives.

Based in Charleston, South Carolina, Betsy has been instrumental in developing and managing composting systems specifically tailored to municipal needs, focusing on efficient and scalable solutions. Her experience uniquely positions her to navigate and execute complex composting projects that align seamlessly with Beaufort County's strategic objectives.

In her role as the lead project manager, Betsy will coordinate site visits to Bluffton, facilitate in-person planning and permitting meetings, and provide essential support for on-site training and installation. She will also play a critical role in planning and rolling out the logistics and details of the compost program.

## Traverse City, Michigan Earth Flow Installation

**Year Installed:** 2024

**Contact name:** Frank Dituri, Director of Public Services, City of Traverse City

**Key GMT staff involved in project:** Cameron Snow, Betsy La Force

**Contact email & phone:** fdituri@traversecitymi.gov; 231-922-4900 ext116

**Summary:** In 2024, GMT installed an Earth Flow IM20 in-vessel composting system as part of a pilot project to enhance organic waste collection. Partnering with Carter's Compost and SEEDS Ecology & Education Center, this system processes up to 180 tons of waste annually. It features a fully contained, odor-controlled design, employing wood chips as a "brown matter" supplement. This initiative underscores Traverse City's commitment to sustainable waste management and serves as a model for effective community-scale composting practices.





## Boulder County, Colorado Earth Flow Installation

**Year Installed:** 2024

**Key GMT staff involved in project:** Cameron Snow, Betsy La Force

**Contact name:** J. Cody Lillstrom, Deputy Director

**Contact email & phone:** [jlillstrom@bouldercounty.gov](mailto:jlillstrom@bouldercounty.gov); 720-564-2757

**Summary:** In Boulder County, Colorado, GMT successfully installed a 20' Intermodal Earth Flow system at the county transfer station. This installation supports the county's residential food scrap drop-off program by processing food scraps and shredded yard waste directly on-site. The Earth Flow system provides an effective solution for the community, which is located far from existing large-scale commercial composting infrastructure. By enabling reliable, odor-free, and critter-free composting, Boulder County offers its residents high-quality compost, enhancing local sustainability efforts and bridging the gap in access to composting facilities.





## University of Idaho, Earth Flow Installation

**Year Installed:** 2024

**Key GMT staff involved in project:** Cameron Snow, Betsy La Force

**Contact name:** Sarah Dawson, University Sustainability Director

**Contact email & phone:** [sdawson@uidaho.edu](mailto:sdawson@uidaho.edu); 1-208-310-5985

**Summary:** The University of Idaho addressed high landfill disposal costs and a 450-mile waste transport journey by implementing an Intermodal Earth Flow composting system from GMT. This initiative is part of the university's broader recycling and waste reduction efforts, aimed at minimizing the campus's greenhouse gas footprint. The system processes approximately 300 tons of food waste annually, 60% of the campus's total waste—, saving \$30,000 in landfill costs. Students actively manage the system, which produces compost used for campus landscaping and organic gardens and considered for sale to the local community.



GMT is happy to provide additional references if desired! Feel free to reach out to us.



# Conclusion

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Partnering with GMT provides Beaufort County with the opportunity to lead in sustainable organic waste management on the South Coast of South Carolina. Our national and local expertise ensures effective waste diversion, enhanced soil health, and increased economic opportunities through compost sales, all while fostering community engagement.

By choosing GMT, Beaufort County not only invests in a state-of-the-art composting solution but also secures reliable, ongoing local support to promote long-term sustainability. We are fully committed to delivering a tailored and innovative composting system that meets the county's specific needs.

Our extensive experience and local presence equip us to navigate the complexities of the project effectively. From assessing site conditions and ensuring seamless electrical integration to providing hands-on training and continuous monitoring, GMT is dedicated to achieving and exceeding the county's goals for reducing landfill waste and contributing to a healthier environment. We believe our Earth Flow composting system will significantly foster community engagement and long-term environmental stewardship for years to come.





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

<b>ITEM TITLE:</b>
Request to purchase six waste compactor units for Beaufort County Convenient Centers (\$480,822.86).
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee - February 18, 2025.
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator - Infrastructure Victoria Hoffman, Solid Waste & Recycling Time needed for discussion = 5 minutes
<b>ITEM BACKGROUND:</b>
Compactor units at the Convenient Centers have surpassed their recommended service life of 10 years. They experience mechanical issues and services at the Convenient Centers are negatively affected by this. The selected vendor is under a state contract. Quote prices were compared with other vendors with similar units. The state contract is preferable as it provides all services needed: installation of metal guards, removal of existing units, and installation of new units. Based on the center's individual needs, the following units are being proposed for purchase: Shanklin—RJ-500 HD (3), RJ-500 (3), total cost: \$480,822.86. The total cost of the 6 units and additional parts is \$480,822.86.
<b>PROJECT / ITEM NARRATIVE:</b>
Solid Waste & Recycling would like to replace compactor units that are in disrepair. Staff requests to move forward with the purchase of the compactor units under state contract# 4400032006 with Becker Complete Compactor Inc.
<b>FISCAL IMPACT:</b>
The vendor is under a state contract. The estimated cost for the purchase is \$480,822.86, which has been budgeted for FY25. A quote has been provided for the units at each center. The current funding account is 5010-90-1340-54100. The current funds remaining in the account are \$615,977.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends moving forward with Becker to purchase the waste compactor units.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to accept /deny the request to purchase waste compactor units. <i>(Next Step – Forward action to County Council on February 25, 2025 for approval.)</i>



## Becker Complete Compactor

Becker Complete, LLC  
2542 CHARLESTON HWY  
WEST COLUMBIA, SC 29172-3902  
Phone: 803-755-0075

Order #	Date
S7742	01/31/2025

Bill To:	Ship To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902	County of Beaufort 100 Ribaut Rd Beaufort, SC 29902
Customer: County of Beaufort	

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	01/31/2025

Item #	Number	Description	Total Price
1	RJ-500 HD	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed NOTE: 3 PH 230; Shanklin;	\$ 292,770.00
2	RJ-500	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed	\$ 198,327.00
3	000444	Fullness package Includes advanced warning and container full	\$ 10,044.00
4	000284	Controls on 20' sealtite in lieu of 13'	\$ 2,256.00
5	000005	Pressure gauge on 20' hose - Single needle & single color	\$ 4,596.00
6	000014	Container guide 5' long	\$ 21,816.00
7	000016	Container stops	\$ 3,096.00
8	RJ-40 OC XHD	RJ-40 OC XHD NOTE: Required receiver box for RJ-500 HD models;	\$ 95,097.00
9		Subtotal	\$ 628,002.00
10	30%	30% Discount	-\$ 188,400.60
11		Subtotal	\$ 439,601.40
12	FREIGHT-01	Freight with Shipping and Handling NOTE: Delivery of (6) compactors and (3) RJ-40 OC XHD;	\$ 17,600.00





Becker Complete Compactor

Becker Complete, LLC  
2542 CHARLESTON HWY  
WEST COLUMBIA, SC 29172-3902  
Phone: 803-755-0075

Estimate Item 12.

Order #	Date
S7742	01/31/2025

Subtotal:	\$457,201.40
Sales Tax:	\$23,621.46
Total:	\$480,822.86

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



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

<b>ITEM TITLE:</b>
Resolution to Commission one Solid Waste and Recycling Enforcement Officer
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – February 18, 2025
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Infrastructure -Assistant County Administrator (Time Needed for Item Discussion = 5 minutes)
<b>ITEM BACKGROUND:</b>
Beaufort County Solid Waste seeks to commission a Litter Enforcement Officer to enhance the efforts in combating litter and illegal dumping, ensuring cleaner and safer communities. The employee is the current Litter Control Supervisor, and is responsible for enforcing litter ordinances, and overseeing the litter collection program. Employee will receive training from Palmetto Pride.
<b>PROJECT / ITEM NARRATIVE:</b>
Solid Waste and Recycling requests the current Litter Control Supervisor Jesus Rodriguez (EMP # 11682) to be appointed and commissioned to serve as a Beaufort County Enforcement Officer to enforce local litter ordinances, issue citations, and conduct public outreach on proper waste disposal. The employee will support the existing program.
<b>FISCAL IMPACT:</b>
Current employee – no fiscal impact.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve current employee to be appointed and commissioned as a County Litter Officer.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the appointment and commission of Jesus Rodriguez as County Litter Officer.
<b>(Next Step – Bring to County Council for approval- February 24, 2025)</b>

## RESOLUTION 2025 /

**A RESOLUTION TO COMMISSION SOLID WASTE AND RECYCLING ENFORCEMENT OFFICER TO ENFORCE BEAUFORT COUNTY CONVENIENCE CENTERS AND ALL LITTER AND ENVIRONMENTAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.**

**WHEREAS**, Beaufort County Council may appoint and commission as many litter control/enforcement officer as may be necessary for proper security, general welfare and convenience of the County; and

**WHEREAS**, the candidate for appointment as a Beaufort County Solid Waste and Recycling Enforcement Officer has completed training and whatever certification may be necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina that

1. County Council hereby appoints and commissions the following individual as Solid Waste and Recycling Officers for Beaufort County:

Jesus Rodriguez – EMP #11682, Beaufort County Solid Waste and Recycling Enforcement Officer

2. The Solid Waste and Recycling Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as a Litter Officer for Solid Waste and Recycling.

Adopted this \_\_\_\_ day of\_\_\_\_\_, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Alice Howard, Chairwoman

ATTEST:

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



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

<b>ITEM TITLE:</b>
Recommendation of a change order to IPW Construction Group for IFB #120123E Laurel Bay Rd Pathway Project (\$350,000)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – February 18, 2025
<b>PRESENTER INFORMATION:</b>
Bryan Bauer, PE, Director of Engineering (5 mins)
<b>ITEM BACKGROUND:</b>
On October 31, 2023, Beaufort County published IFB #120123E Laurel Bay Road Pathway Project requesting competitive bids for the material procurement and construction of a pathway along Laurel Bay Rd. On December 1, 2023. On February 14, 2024 Beaufort County entered into a contract with IPW Construction Group for the scope of work, with an approved total of \$4,950,940.79, including contingency.
<b>PROJECT / ITEM NARRATIVE:</b>
Unforeseen circumstances have transpired that have caused the project cost to exceed the approved contingency amount. Items included in the change order are repairs and delays due to tropical storms Helene and Milton, additional utility relocation costs (some of which will be reimbursed), additional earthwork, and scope additions.
<b>FISCAL IMPACT:</b>
The change order for materials and construction in the amount of \$350,000.00 which will complete the project. The change order will be funded from the 2018 One Cent Sales Tax – Sidewalks and Multi-Use Pathways account number 4705-80-0000-54500-PTHWY with a balance of \$13,722,444.91.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of change order to IPW Construction Group for IFB #120123E Laurel Bay Pathway Project of \$350,000
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation of a change order to IPW Construction Group for IFB #120123E Laurel Bay Rd Pathway Project of \$350,000 <i>Next Step: Move forward to County Council to approve/deny the recommended change order.</i>



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY FOR CHEROKEE FARMS ROAD ASSOCIATED WITH A DEVELOPMENT AGREEMENT DATED DECEMBER 15, 2014</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting February (2/18/2025)
<b>PRESENTER INFORMATION:</b>
Bryan Bauer PE, ENV SP, Director of Engineering (5 Minutes)
<b>ITEM BACKGROUND:</b>
<p>This ordinance was originally presented to County Council on 3-26-24 and 4-22-24. The item was never presented to County Council for 3<sup>rd</sup> and final reading. The ordinance has been updated to reflect a change in County leadership and an updated exhibit identifying the right of way to be conveyed.</p> <p>On December 15, 2014, Beaufort County entered into a Development Agreement with Cherokee Beaufort, LLC, and Burton Development, LLC, via County Council Ordinance 2014/2. Under <u>Section IX subsection C(ii)</u> of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County staff have been working with the developers associated with designs outlined in the Development Agreement. Part of the agreement outlines conditions for the conveyance of Cherokee Farms Right of Way to be donated to the County. Beaufort County desires to fulfill the conditions of the Development Agreement by accepting Cherokee Farms Road Right of Way identified in attached Exhibit “A”.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of Cherokee Farms Right of Way conveyance.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<p><i>Motion to either approve, deny or amend an Ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of right of way for Cherokee Farms Road associated with a Development Agreement dated December 15, 2014.</i></p> <p><i>Next Step – three readings and a public hearing from County Council</i></p>



**ORDINANCE 2025/\_\_\_\_****AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY FOR CHEROKEE FARMS ROAD ASSOCIATED WITH A DEVELOPMENT AGREEMENT DATED DECEMBER 15, 2014**

**WHEREAS**, Beaufort County (“County”) entered into a Development Agreement (“Agreement”) with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company (“Cherokee Beaufort”) and Burton Development, LLC, a South Carolina Limited Liability company (“Developer”) on December 15, 2014; and

**WHEREAS**, Beaufort County Council adopted Ordinance 2014/24 providing the authority for the County to enter into the Agreement; and

**WHEREAS**, Under Section IX subsection C(ii) of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County; and

**WHEREAS**, Beaufort County Staff have reviewed the attached Cherokee Farms Road Right of Way plans identified as Exhibit “A” and recommend acceptance of Right of Way to be conveyed to Beaufort County; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to accept Right of Way associated with Cherokee Farms Road ; and

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council authorize the Interim County Administrator to execute any and all documents associated with conveyance Cherokee Farms Road Right of Way identified in attached Exhibit “A” .

DONE this \_\_\_\_ day of \_\_\_\_\_ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Alice Howard , Chair

ATTEST:

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Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

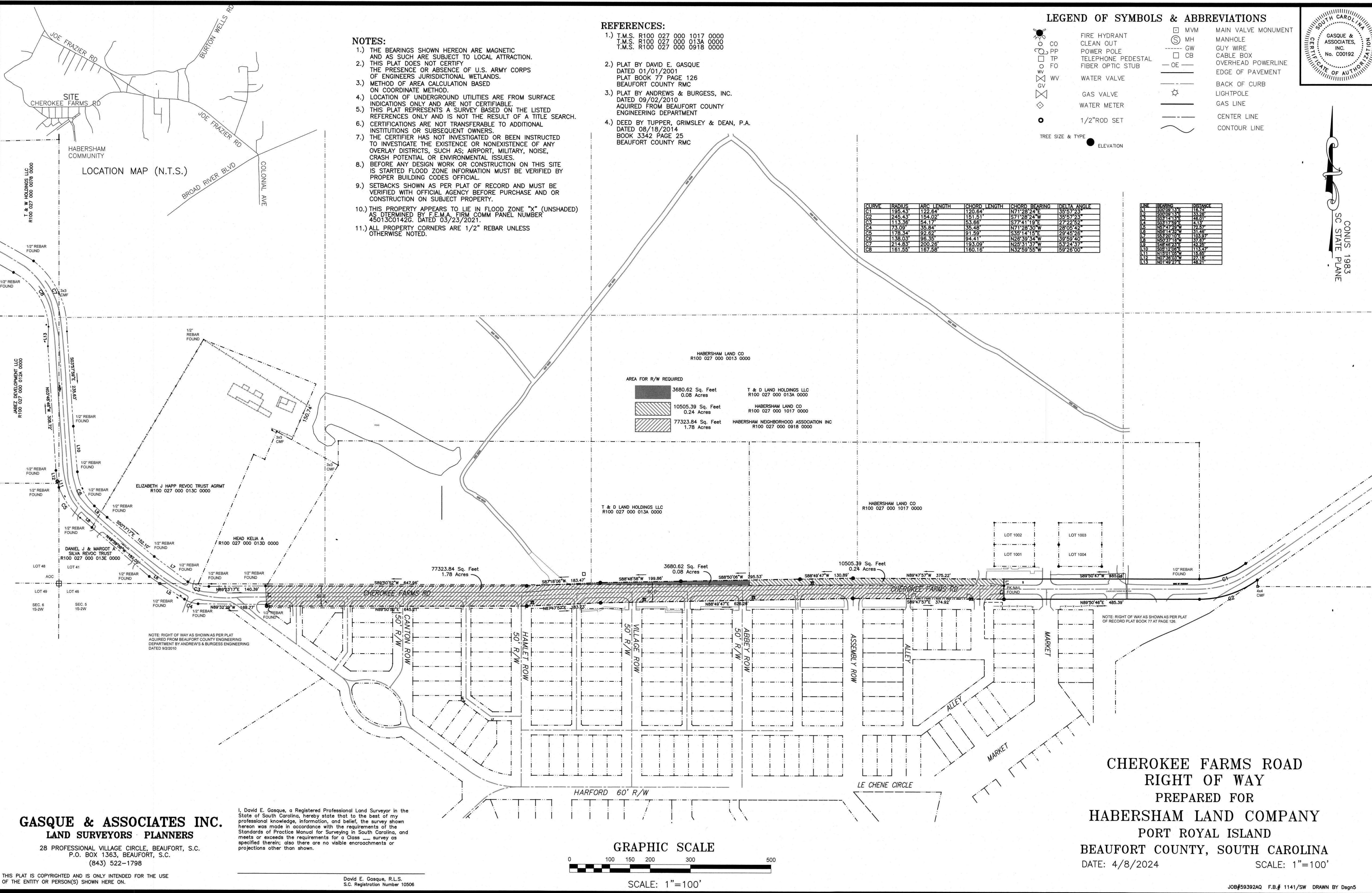
Second Reading:

First Reading:



# EXHIBIT "A"

Item 15.







Beaufort County, SC  
Procurement  
David Thomas, Director  
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

RESPONSE DEADLINE: January 21, 2025 at 3:00 pm

Report Generated: Tuesday, January 21, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Blythe Construction, Inc.	\$645,526.50

TABLE 1

Table 1					Blythe Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	1031000 MOBILIZATION	1	LS	\$70,000.00	\$70,000.00
X	2	1032010 BONDS AND INSURANCE	1	LS	\$15,000.00	\$15,000.00
X	3	1050800 CONSTRUCTION STAKES, LINES & GRADES	4	EA	\$1,450.00	\$5,800.00
X	4	1071000 TRAFFIC CONTROL	1	LS	\$46,000.00	\$46,000.00
X	5	4011044 LIQUID ASPHALT BINDER PG64-22	161	TON	\$575.00	\$92,575.00
X	6	4012060 FULL DEPTH ASPH. PAV. PATCHING 6" UNIF.	671	SY	\$59.00	\$39,589.00
X	7	4013400 MILLING EXISTING ASPHALT PAVEMENT 4.0"	13428	SY	\$5.80	\$77,882.40
X	8	4019000 MILLED-IN RUMBLE STRIP	0.44	MI	\$18,125.00	\$7,975.00

## EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Table 1					Blythe Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	9	4020330 HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1343	TON	\$108.50	\$145,715.50
X	10	4030320 HOT MIX ASPHALT SURFACE COURSE TYPE B	1343	TON	\$101.00	\$135,643.00
X	11	6021120 PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	224	SF	\$11.50	\$2,576.00
X	12	6241005 4" WHITE BROKEN LINES (GAPS EXCL.) PERM.PVMT.MARKING	1346	LF	\$0.85	\$1,144.10
X	13	6241010 4" WHITE SOLID LINES (PVT. EDGE LINES) PERM.PVMT.MARKING	2324	LF	\$0.55	\$1,278.20
X	14	6241025 24" WHITE SOLID LINES (STOP/DIAGONAL LINES) PERM.PVMT.MARKING	54	LF	\$14.40	\$777.60
X	15	6241030 WHITE SINGLE ARROWS (LT, STRGHT, RT) PERM.PVMT.MARKING	3	EA	\$115.00	\$345.00
X	16	6241035 WHITE WORD MESSAGE "ONLY" PERM.PVMT.MARKING	3	EA	\$115.00	\$345.00
X	17	6241074 4" YELLOW SOLID LINES(PVT.EDGE LINES) PERM.PVMT.MARKING	1862	LF	\$0.60	\$1,117.20
X	18	6250005 4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1346	LF	\$0.15	\$201.90
X	19	6250010 4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	2324	LF	\$0.15	\$348.60
X	20	6250025 24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	54	LF	\$1.15	\$62.10
X	21	6250030 WHITE SINGLE ARROWS (LT, STRGHT, RT) FAST DRY PAINT	3	EA	\$17.30	\$51.90

## EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

## EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Table 1					Blythe Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	22	6250035 WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	3	EA	\$17.30	\$51.90
X	23	6250110 4"YELLOW SOLID LINE(PVT.EDGE & NO PASSING ZONE) FAST DRY PAINT	1862	LF	\$0.20	\$372.40
X	24	6300005 PERMANENT CLEAR PAVEMENT MARKERS - MONO-DIR.- 4"X4"	78	EA	\$8.65	\$674.70
Total						\$645,526.50

## VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Blythe Construction, Inc.
Certification	Pass
Contact information of authorized representative?	Pass
Please Provide Licenses and Certificate of Insurance	Pass
100% Labor and Material Payment Bond	Pass
Bidder Confirmation	Pass
Communications	Pass
Are you submitting this bid as a local vendor?	Pass
Local Vendor Preference - Participation Affidavit	Pass
Non-Collusion Affidavit of Prime Bidder	Pass
Will you be using subcontractors?	Pass
Non-Collusion Affidavit of Subcontractor	Pass
Certification By Contractor Regarding Non-Segregated Facilities	Pass

## EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06



## EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Consent of Surety	Pass
Business Organization	
Type of Business Organization:	Pass
If you selected "Other" for your type of business, please explain:	Pass
If applicable, please provide name of partners and additional information below:	Pass
If your agency is a Corporation:	
Are you a Subchapter S Corporation?	Pass
Please provide Subchapter S Shareholders:	No Response
If individually owned:	Pass
Have you ever operated under another name?	Pass
Please provide all other business names and addresses of principal place of business for each business:	Pass
Bonding	
Please provide the Bonding information:	Pass
Do you intend to use any alternative form of security	Pass
Indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)	No Response
Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim.	No Response

## EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

## EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)	No Response
Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:	
In the last in the last five years, received any fines or citations for building code violations which were unrelated to design?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been found to be guilty of charges relating to conflicts of interest:	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last five years, been found guilty of any minority contracting law violations?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last five years, pleaded no contest in any criminal proceeding related to contracting?	Pass

## EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

## EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been disbarred from doing Federal, state, or local government work for any reason?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been terminated on a contract due to your default?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last five years, paid liquidated damages for being late on a project?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	Pass
In the last five years, been subject to tax collection proceedings?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last seven years, filed for bankruptcy?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Under what chapter of bankruptcy did you file?	No Response
If you filed under Chapter 11 Reorganization, how long did you operate under this status?	No Response
Are you operating under Chapter 11 status now?	No Response
Safety	

## EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

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## EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?	Pass
State date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.	No Response
List your worker's compensation experience modifier for the last three years.	No Response
References	
Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.	Pass
Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:	
The contractor certifies:	Pass
Explain fully if it has been involved in any litigation involving performance.	No Response
Small and Minority Business Participation Program	
Are you a Small or Minority Business ?	Pass
Upload your Small/Minority Documentation	No Response
Are you self-performing 100%?	Pass
Self-Performing 100% Affidavit	No Response
Good Faith Agencies Distribution List	Pass

## EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

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## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

<b>ITEM TITLE:</b>
Recommendation of Contract Award to Blythe Construction for US Hwy 278 Resurfacing IFB# 012125 (\$710,079.15)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee-February 18 <sup>th</sup> 2025
<b>PRESENTER INFORMATION:</b>
Bryan Bauer, Director of Engineering (5Min.)
<b>ITEM BACKGROUND:</b>
<p>On December 17,2024, Beaufort County Published IFB 012125 US Hwy 278 resurfacing project requesting competitive bids for the material procurement and construction of a hot mixed asphalt roadway resurfacing. On January 21, 2025. The County received (1) Bid to perform the specified scope.</p> <p>Blythe Construction was the only responsive bid.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
<p>The Beaufort County CTC received one-time funding to extend roadway improvements previously performed with the SC 170/278 improvements and resurfacing.</p> <p>Resurfacing will be from the Okatie river bridge to Hampton Parkway, approximately .22 miles</p> <p>This award was presented to the County Transportation Committee on February 5, 2025, and approved</p>
<b>FISCAL IMPACT:</b>
<p>The Contract fee is for Materials and Construction in the amount of \$645,526.50. Staff recommends a 10% contingency of \$64,552.65, Bringing the project total cost to \$710,079.15.</p> <p>The funding for this project will be CTC Infrastructure account number 2343-30-000-54500 with a balance of \$5,541,909.41</p>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of contract award to Blythe Construction for US 278 Resurfacing for IFB# 012125.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<p>Motion to approve/deny recommendation of contract award to Blythe Construction for IFB #012125</p> <p><b><i>Next step: Move to County Council for approval</i></b></p>







## **Scope of Work**

- All work shall be performed and completed in accordance with South Carolina Department of Transportation (hereinafter “SCDOT”) Standard Specifications for Highway Construction, 2025, or latest edition, including revisions (hereinafter “Standard Specifications”), the SCDOT Supplemental Specifications in effect at the time of letting, the SCDOT Construction Manual, 2004 Edition (hereinafter “Construction Manual”), the SCDOT Standard Drawings for Roadway Construction, the American Association of the State Highway and Transportation Officials Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, 2002 (including the latest interim specifications thereto) and A Policy on Geometric Design of Highways and Streets, 7<sup>th</sup> Edition, 2018 (the last two hereinafter referred to collectively as “AASHTO”), the Manual on Uniform Traffic Control Devices, 2009 Edition, (hereinafter “MUTCD”) or latest version, and all other specifications and special provisions included in the specifications and plans of this document, and any modification which may be recommended and approved by the SCDOT, the County, and the Federal Highway Administration (hereinafter “FHWA”).
- All work must confirm with the SCDOT encroachment permit and provisions thereof once issued.
- All material certifications and submittals shall be submitted prior to work commencing.
- Provide Traffic Control per SCDOT Standard Drawings, specifications, and MUTCD throughout ALL activities.
- Provide cleaning and edge preparations for all roads to be resurfaced. Remove clippings from road and shoulder and dispose of off-site immediately.
- Restore and/or replace shoulder where necessary due to resurfacing operations. Provide topsoil and seed at areas to restore shoulders flush to pavement. Shoulder restoration is considered incidental and has not been included in bid quantities.
- Mill asphalt pavement as required for transitions and tie-ins to all concrete curb/gutter, medians and islands etc. and butt joints to existing asphalt. Milling for tie-ins and joints is considered incidental and has not been included in bid quantities.
  - Time between milling roadway and asphalt application will not exceed 3 calendar days.
- It is the responsibility of the contractor, in the presence of the County’s representative, to mark all full depth patch locations. The County’s representative shall be present to review and verify field marked full depth patch areas.
- Provide **INDEPENDENT** third-party SCDOT Certified Level 1 Inspector. Field inspection includes:

- Set-up roller patterns, monitor asphalt placement, verify temperature, receiving load tickets.
- Document all work and inspections in accordance with SCDOT procedures. Provide weekly copies of reports to County Project Manager.
- Provide independent SCDOT Certified inspector at plant during batching operations to monitor and document product and tests in accordance with SCDOT requirements.
- Third Party Quality Assurance (QA) observations will be administered by the County's representative.
- Eradicate pavement markings as needed for a smooth final surface.
- Apply Tack Coat to all roads in accordance with SCDOT standards to provide sufficient bond between existing asphalt and new asphalt surface course.
- Immediately prior to resurfacing, adjust all manholes and valve covers flush with surface of new asphalt. Coordinate, as needed, with the respective agency responsible for this work to ensure it is completed with the resurfacing operation.
- Paving extents shall begin at back of radius return or at nearest existing joint if one occurs within 50 feet of intersection. Prior to paving, start and stop locations must be verified with Beaufort County and SCDOT representatives.
- Mainline paving activities shall include resurfacing of intersecting roadways to back of radius return.
- Apply temporary paint striping, including crosswalks, symbols and words, immediately following paving operations. Paint scheme shall match existing unless specified by County representative.
- Apply Thermoplastic Pavement Markings and Raised Pavement Markers in accordance with SCDOT Specifications to match existing, unless otherwise noted.
  - Edge lines, median lines, lane lines, center lines at 90 mils.
  - Symbols, words and all other lines at 125 mils.
  - Prior to beginning the work, inventory all roads for existing markings and raised pavement markers locations, including blue hydrant location markers.
  - Pavement markings and raised pavement markers that are currently incomplete and/or missing on roads shall be provided.
  - Thermoplastic pavement markings and RPM's shall be completed as soon as possible once required cure times have been met.
- **Provide advance public notifications for resurfacing activities and lane closures. Media notices**

**shall be disseminated at least a week (seven calendar days) prior to resurfacing operations.**

- The replacement of traffic signal detection shall be by contractor. All detection shall be replaced by traffic control loops.
- When a road or street falls within the limits of an incorporated Town or City, the successful bidder shall directly coordinate their resurfacing activities with that municipality so as to avoid disruptions to the contractor's operations as well as other business enterprises. Beaufort County encourages early coordination with municipalities to avoid conflicts during the peak tourist season.
- All punchlist items shall be completed withing 30 days of substantial completion.
- Allowances for delays and weather shall be built into project schedule. Additional time will not be given.

### **Clarifications**

1. Photo illustrations showing resurfacing limits, highlighted by yellow lines, are approximate and could vary by several feet.
2. Bid quantities included on the exhibits and bid package are approximate only. Bidders are responsible for verifying all quantities of work including allowances noted for full depth patching.
3. Any items not included in the bid quantities and required to complete the project shall be considered incidental and included in the unit rates elsewhere.
4. All turns lanes, acceleration/deceleration lanes, medians, shoulders, bike lanes etc. associated with the roadway, are a part of the resurfacing projects, unless otherwise stated.
5. The bidders shall be advised that work on US 278 must be performed as nighttime work. Lane closures are only permitted between 9:00PM and 6:00AM.
6. The Contractor is advised that the Lane Closure Restrictions outlined in the Traffic Control Special Provisions will be strictly enforced. Should lane closures remain in place or not be completely removed by the time specified in the Traffic Control Special Provisions, liquidated damages will be assessed at the rate of \$2,500.00 (Two Thousand Five hundred Dollars) for each 1/4 hour interval (or any portion thereof). Should lane closures remain in place or not be completely removed for a period of longer than one hour beyond the time specified by the Traffic Control Special Provisions the damages will increase to \$5,000.00 (Five Thousand Dollars) for each 1/4 hour interval (or any portion thereof)

7. The 2007 Standard Specifications for Highway Construction Section 401.4.4, Weather and Surface Restrictions will be followed regardless of the month in which paving occurs. During the months of December, January, and February an approved Cold Weather Paving Plan will be submitted to the County Project Manager for approval prior to starting paving operations.
8. Asphalt indexing using the SCDOT Index will be utilized for this project.
9. Contractor shall be SCDOT preapproved prime contractor.

**Project Administration:**

Beaufort County Engineering  
 104 Industrial Village Rd  
 Building 3  
 Beaufort, SC 29906

**Contract Type:**

Unit Rate.

Asphalt indexing using the SCDOT Index will be utilized for this project.

Payment for full-depth patching and leveling will be paid based on quantity certified by inspector and unit costs provided on the bid form.

**Contract Documents:**

Beaufort County Resurfacing Improvements Contract, including the South Carolina Department of Transportation, Standard Specifications for Highway Construction, Edition of 2025.

**Contract Time:**

- Contractor shall complete all work (including shoulder fills, thermoplastic pavement markings, and rpm's) within 120 days of NTP and must be completed by June 1, 2025.
- Liquidated damages will be \$1,200 per day

## SPECIAL PROVISIONS

### Beaufort County Road Resurfacing – US 278: Okatie River Bridge (approx. mile point 2.84) to Hampton Pkwy (approx. mile point 3.06)

- 1     **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**
- 2     **There shall be no pre-qualifications of the Bidders.**
- 3     **Progress and Shop Drawing Schedules**

Before starting construction, the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- 3.1     Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements of the work including durations and resources necessary for the successful and timely completion of the project. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start and end dates of each major item or phase of the work.
- 3.2     Bi-Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the BidDocument.
  - 3.3     The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
  - 3.4     Failure to provide timely updates and shop drawings may result in the withholding of progress payments.
- 4     **Progress and Job-Site Meetings**
  - 4.1     A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice to Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.



## 5 Survey and Stakeouts

- 5.1 The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

## 6 Supervision and Superintendence

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- 6.1 Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- 6.2 The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

## 7 Construction Notes

- 7.1 **CONTRACTOR** to contact all utility companies before any work commences. Verify utilities within project area.
- 7.2 All work shall conform to the applicable Federal, State, and Local requirements and codes.
- 7.3 Temporary control of storm water drainage shall be the responsibility of the general contractor and shall be maintained throughout the period of the construction.

- 7.4 All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements.
- 7.5 In the event of a conflict with a sewer, water, drainage, or other utility lines or services, the **CONTRACTOR** shall coordinate with the affected utility and the **ENGINEER** and shall field adjust as directed.
- 7.6 Any utilities that are damaged and are not to be removed shall be paid for or replaced at the **CONTRACTOR'S** expense.
- 7.7 Location, existence, or non-existence of any utility does not constitute responsibility of the **ENGINEER**.
- 7.8 The location of any shown utilities is approximate.
- 7.9 All watercourse ditch excavation quantities will be monitored by the **ENGINEER**.

## TECHNICAL SPECIFICATIONS

### TECHNICAL REQUIREMENTS FOR BEAUFORT COUNTY ROAD RESURFACING - YEAR 7 PROJECTS

All Technical Specifications for this project will be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction and any modifications identified in the bid documents and bid plan sheets.

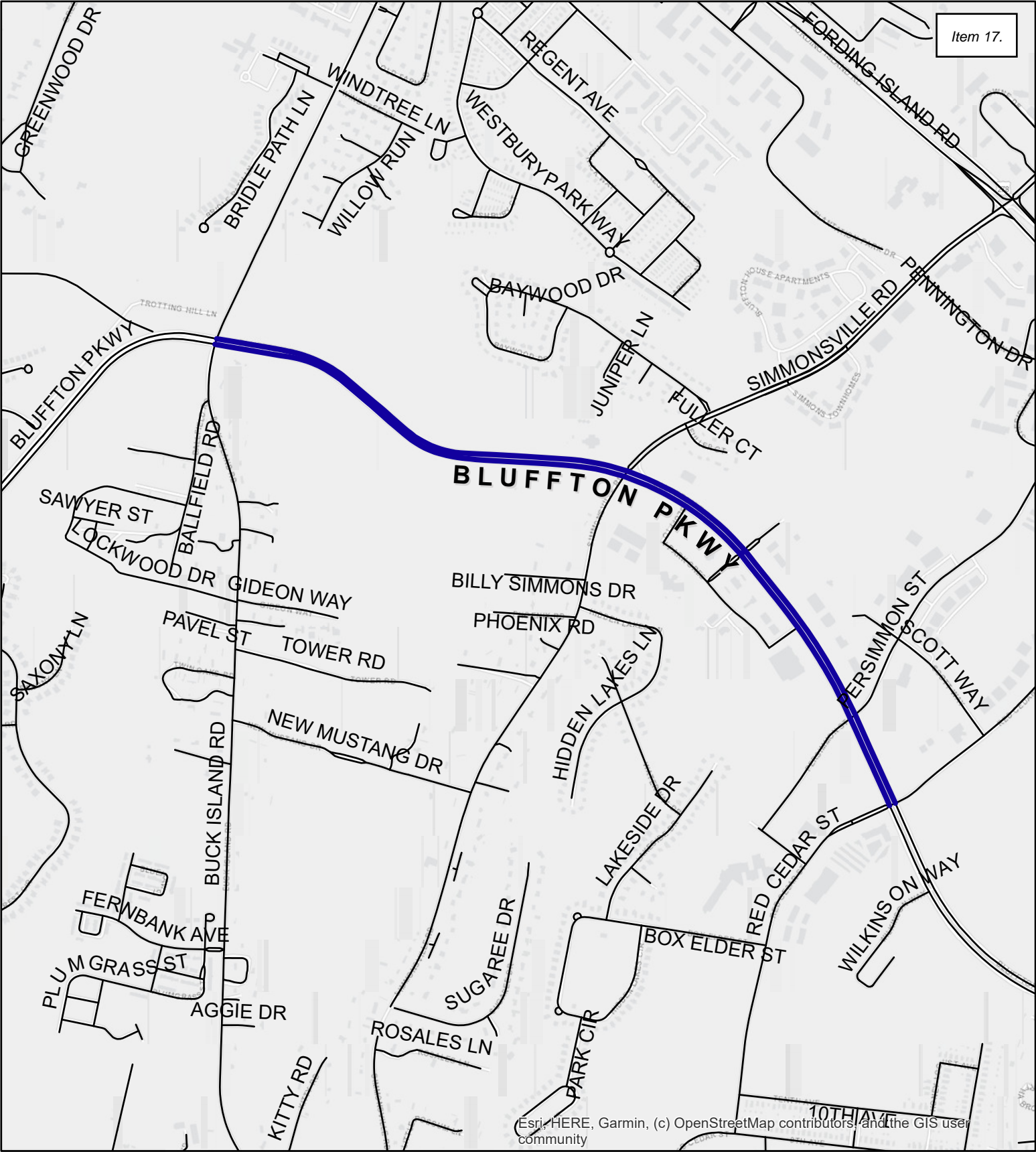
All Traffic Control Technical Specifications for this will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements, and any modifications identified in the bid documents and bid plan sheets.



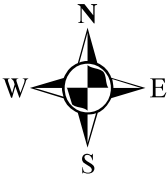
## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

<b>ITEM TITLE:</b>
Recommendation of Contract Award to Blythe Construction, Inc for Bluffton Parkway Resurfacing IFB# 012225 (\$2,672,481.79)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee-February 18 <sup>th</sup> 2025
<b>PRESENTER INFORMATION:</b>
Bryan Bauer, Director of Engineering (5 Min.)
<b>ITEM BACKGROUND:</b>
<p>On December 17,2024, Beaufort County Published IFB 012225 Bluffton Park Way resurfacing project requesting competitive bids for the material procurement and construction of a hot mixed asphalt roadway resurfacing. On January 22, 2025. The County received (2) Bids to perform the specified scope.</p> <p>Blythe Construction was the apparent lowest responsive bid.</p> <p>The bid was presented to and approved by County Transportation Committee (CTC) on February 4, 2025.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
<p>A Pavement Condition report for Bluffton Parkway was prepared by A. Morton Thomas and Associates Inc. and dated November 20, 2023. One time funding was provided to the CTC from SCDOT and the CTC made the decision to allocate some of that funding to resurface a section of Bluffton Parkway from Buck Island Road to Red Cedar Rd.</p>
<b>FISCAL IMPACT:</b>
<p>The Contract fee is for Materials and Construction in the amount of \$2,429,528.90. Staff recommends a 10% contingency of \$242,952.89, Bringing the project total cost to \$ 2,672,481.79.</p> <p>The funding for this project will be CTC Infrastructure account number 2343-30-0000-54500 with a balance of \$5,541,909.41</p>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of contract award to Blythe Construction for IFB#012225 Bluffton Parkway resurfacing for a total of \$2,672,481.79.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<p>Motion to approve/deny recommendation to award contract to Blythe Construction for IFB #012225 for a total of \$2,672,481.79.</p> <p><b><i>Next step: Move forward to County Council for approval</i></b></p>



**Bluffton Parkway Resurfacing Project**  
**Buck Island Road to Red Cedar St**



**Legend**

 Bluffton Parkway Resurfacing





## EVALUATION TABULATION

IFB No. 012225

Bluffton Parkway Resurfacing

RESPONSE DEADLINE: January 22, 2025 at 3:00 pm

Report Generated: Wednesday, January 22, 2025

### SELECTED VENDOR TOTALS

Vendor	Total
Blythe Construction, Inc.	\$2,429,528.90
APAC Atlantic, Inc.	\$3,183,046.25

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	1031010	MOBILIZATION	1	ea	\$195,000.00	\$195,000.00	\$170,000.00	\$170,000.00
X	1032010	BONDS AND INSURANCE	1	ea	\$31,500.00	\$31,500.00	\$32,000.00	\$32,000.00
X	1071000	TRAFFIC CONTROL	1	ea	\$228,000.00	\$228,000.00	\$85,000.00	\$85,000.00
X	4011004	LIQUID ASPHALT BINDER PG 64-22	704	TON	\$675.00	\$475,200.00	\$614.00	\$432,256.00
X	4012080	FULL DEPTH ASPH. PAV. PATCHING 8" UNIFORM	100	SY	\$127.00	\$12,700.00	\$190.00	\$19,000.00
X	4013175	MILLING EXISTING ASPHALT PAVEMENT 1.75" (FOR PLACEMENT OF 175 LB/SY SURFACE COURSE)	4950	SY	\$8.90	\$44,055.00	\$7.30	\$36,135.00

EVALUATION TABULATION  
 IFB No. 012225  
 Bluffton Parkway Resurfacing

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	4013140	MILLING EXISTING ASPHALT PAVEMENT 4.0" (FOR PLACEMENT OF 400 LB/SY HMA)	49850	SY	\$7.90	\$393,815.00	\$5.30	\$264,205.00
X	4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B (200 LB/SY FOR MAINLINE PAVING)	5110	TON	\$153.00	\$781,830.00	\$93.00	\$475,230.00
X	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B (200 LB/SY FOR MAINLINE SURFACE COURSE)	5110	TON	\$118.00	\$602,980.00	\$93.00	\$475,230.00
X	4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C (175 LB/SY FOR DRIVES/SIDESTREET SURFACE COURSE)	1800	TON	\$107.00	\$192,600.00	\$110.00	\$198,000.00
X	6250005	4" WHITE BROKEN LINES -(GAPS EXCLUDED) - FAST DRY PAINT	18000	LF	\$0.17	\$3,060.00	\$0.20	\$3,600.00
X	6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) - FAST DRY PAINT	6400	LF	\$0.17	\$1,088.00	\$0.20	\$1,280.00
X	6250015	8" WHITE SOLID LINES (CROSSWALK & CHANNELIZATION) FAST DRY PAINT	9000	LF	\$0.17	\$1,530.00	\$0.20	\$1,800.00
X	6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) - FAST DRY PAINT	3400	LF	\$0.55	\$1,870.00	\$0.60	\$2,040.00
X	6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) - FAST DRY	144	EA	\$16.50	\$2,376.00	\$17.35	\$2,498.40
X	6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING) - FAST DRY PAINT	61200	LF	\$0.17	\$10,404.00	\$0.20	\$12,240.00

EVALUATION TABULATION  
 IFB No. 012225  
 Bluffton Parkway Resurfacing

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	6250112	6"YELLOW SOLID LINE ON CURB/MEDIAN - FAST DRY PAINT	100	LF	\$2.75	\$275.00	\$3.00	\$300.00
X	6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC-90 MIL.	500	LF	\$0.83	\$415.00	\$1.15	\$575.00
X	6271007	6" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC-90 MIL.	4100	LF	\$1.05	\$4,305.00	\$1.15	\$4,715.00
X	6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	500	LF	\$0.55	\$275.00	\$0.75	\$375.00
X	6271012	6" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	1200	LF	\$0.83	\$996.00	\$1.00	\$1,200.00
X	6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	2237	LF	\$2.75	\$6,151.75	\$3.50	\$7,829.50
X	6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.- 125 MIL	841	LF	\$13.75	\$11,563.75	\$15.00	\$12,615.00
X	6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	36	EA	\$110.00	\$3,960.00	\$135.00	\$4,860.00
X	6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	100	LF	\$0.55	\$55.00	\$1.00	\$100.00
X	6271076	6" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	15300	LF	\$0.83	\$12,699.00	\$1.00	\$15,300.00

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	6300005	PERMANENT CLEAR PAVEMENT MARKERS - MONO-DIR. - 4"x4"	167	EA	\$8.25	\$1,377.75	\$10.00	\$1,670.00
X	6301005	PERMANENT YELLOW PAVEMENT MARKER MONO-DIR. - 4"x4"	10	EA	\$8.25	\$82.50	\$10.00	\$100.00
X	6301100	PERMANENT YELLOW PAVEMENT MARKER BI-DIR. - 4"x4"	10	EA	\$8.25	\$82.50	\$10.00	\$100.00
X	6750000	TRAFFIC LIGHT TIMING LOOPS- MOTORCYCLE SENSITIVE (COMPLETE)	37	EA	\$4,400.00	\$162,800.00	\$4,575.00	\$169,275.00
Total						\$3,183,046.25		\$2,429,528.90

**VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Certification	Pass	Pass
Contact information of authorized representative?	Pass	Pass
Please Provide Licenses and Certificate of Insurance	Pass	Pass
100% Labor and Material Payment Bond	Pass	Pass
Bidder Confirmation	Pass	Pass
Communications	Pass	Pass
Are you submitting this bid as a local vendor?	Pass	Pass
Local Vendor Preference - Participation Affidavit	No Response	Pass
Non-Collusion Affidavit of Prime Bidder	Pass	Pass

EVALUATION TABULATION  
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 Bluffton Parkway Resurfacing

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Will you be using subcontractors?	Pass	Pass
Non-Collusion Affidavit of Subcontractor	Pass	Pass
Certification By Contractor Regarding Non-Segregated Facilities	Pass	Pass
Consent of Surety	Pass	Pass
Business Organization		
Type of Business Organization:	Pass	Pass
If you selected "Other" for your type of business, please explain:	Pass	Pass
If applicable, please provide name of partners and additional information below:	Pass	Pass
If your agency is a Corporation:	Pass	Pass
Are you a Subchapter S Corporation?	Pass	Pass
Please provide Subchapter S Shareholders:	No Response	No Response
If individually owned:	Pass	Pass
Have you ever operated under another name?	Pass	Pass
Please provide all other business names and addresses of principal place of business for each business:	Pass	Pass
Bonding		
Please provide the Bonding information:	Pass	Pass
Do you intend to use any alternative form of security	Pass	Pass



EVALUATION TABULATION  
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Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)	No Response	No Response
Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?	Pass	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim.	No Response	No Response
Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?	Pass	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)	No Response	No Response
Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:		
In the last in the last five years, received any fines or citations for building code violations which were unrelated to design?	Pass	Pass

EVALUATION TABULATION  
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 Bluffton Parkway Resurfacing

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been found to be guilty of charges relating to conflicts of interest:	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last five years, been found guilty of any minority contracting law violations?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last five years, pleaded no contest in any criminal proceeding related to contracting?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been disbarred from doing Federal, state, or local government work for any reason?	Pass	Pass

EVALUATION TABULATION  
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 Bluffton Parkway Resurfacing

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been terminated on a contract due to your default?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last five years, paid liquidated damages for being late on a project?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	Pass
In the last five years, been subject to tax collection proceedings?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last seven years, filed for bankruptcy?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Under what chapter of bankruptcy did you file?	No Response	No Response
If you filed under Chapter 11 Reorganization, how long did you operate under this status?	No Response	No Response
Are you operating under Chapter 11 status now?	No Response	No Response
Safety		

EVALUATION TABULATION  
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Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?	Pass	Pass
State date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.	No Response	No Response
List your worker's compensation experience modifier for the last three years.	No Response	No Response
References		
Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.	Pass	Pass
Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:		
The contractor certifies:	Pass	Pass
Explain fully if it has been involved in any litigation involving performance.	No Response	No Response
Small and Minority Business Participation Program		
Are you a Small or Minority Business ?	Pass	Pass
Upload your Small/Minority Documentation	No Response	No Response
Are you self-performing 100%?	Pass	Pass
Self-Performing 100% Affidavit	No Response	No Response

EVALUATION TABULATION  
IFB No. 012225  
Bluffton Parkway Resurfacing

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Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Good Faith Agencies Distribution List	Pass	Pass

**Scope of Work**

- All work and materials shall meet all applicable and SCDOT standards.
- All material certifications and submittals shall be submitted prior to work commencing.
- Provide Traffic Control per SCDOT Standard Drawings, specifications, and MUTCD throughout ALL activities.
- Provide cleaning and edge preparations for all roads to be resurfaced. Remove clippings from road and shoulder and dispose of off-site. Clippings shall not remain on roadway shoulders for longer than one week after clipping.
- Restore and/or replace shoulder where necessary due to resurfacing operations. Provide topsoil and seed at areas to restore shoulders flush to pavement. Shoulder restoration is considered incidental and has not been included in bid quantities.
- Mill asphalt pavement as required for transitions and tie-ins to all concrete curb/gutter, medians and islands etc. and butt joints to existing asphalt. Milling for tie-ins and joints is considered incidental and has not been included in bid quantities.
  - Time between milling roadway and asphalt application will not exceed 3 calendar days.
- 8" Full Depth Patching (FDP), SCDOT intermediate C
  - Allowances are established for the Owners benefit. Contractor will be paid only for materials actually used for allowance items.
  - It is the responsibility of the contractor, in the presence of the County's representative, to mark all full depth patch locations. The County's representative shall be present to review and verify field marked full depth patch areas.



- Provide **INDEPENDENT** third-party SCDOT Certified Level 1 Inspector. Field inspection includes:
  - Set-up roller patterns, monitor asphalt placement, verify temperature, receiving load tickets.
  - Document all work and inspections in accordance with SCDOT procedures. Provide weekly copies of reports to County Project Manager.
- Provide independent SCDOT Certified inspector at plant during batching operations to monitor and document product and tests in accordance with SCDOT requirements.
- Third Party Quality Assurance (QA) observations will be administered by the County's representative.
- Eradicate pavement markings as needed for a smooth final surface.
- Apply Tack Coat to all roads in accordance with SCDOT standards to provide sufficient bond between existing asphalt and new asphalt surface course.
- Immediately prior to resurfacing, adjust all manholes and valve covers flush with surface of new asphalt. Coordinate, as needed, with the respective agency responsible for this work to ensure it is completed with the resurfacing operation.
- Paving extents shall begin at back of radius return or at nearest existing joint if one occurs within 50 feet of intersection.
- Mainline paving activities shall include resurfacing of intersecting roadways to back of radius return.
- Apply temporary paint striping, including crosswalks, symbols and words, immediately following paving operations. Paint scheme shall match existing unless specified by County representative.
- Apply Thermoplastic Pavement Markings and Raised Pavement Markers in accordance with SCDOT Specifications to match existing, unless otherwise noted.
  - Edge lines, median lines, lane lines, center lines at 90 mils. Edge lines shall be installed at 6" width.
  - Symbols, words and all other lines at 125 mils.
  - Prior to beginning the work, inventory all roads for existing markings and raised pavement markers locations, including blue hydrant location markers.
  - Pavement markings and raised pavement markers that are currently incomplete and/or missing on roads shall be provided.
  - Thermoplastic pavement markings and RPM's shall be completed within 30 days of completion of road resurfacing.
  - Spacing of RPM shall be 40'.

- **Provide advance public notifications for resurfacing activities and lane closures. Media notices shall be disseminated at least a week prior to resurfacing operations.**
- Replacement of traffic signal control loops and sensor pucks shall be by contractor.
- When a road or street falls within the limits of an incorporated Town or City, the successful bidder shall directly coordinate their resurfacing activities with that municipality so as to avoid disruptions to the contractor's operations as well as other business enterprises. Beaufort County encourages early coordination with municipalities to avoid conflicts during the peak tourist season.
- All punchlist items shall be completed within 30 days of substantial completion.
- Allowances for delays and weather shall be built into project schedule. Additional time will not be given.

#### **Clarifications**

1. Photo illustrations showing resurfacing limits, highlighted by yellow lines, are approximate and could vary by several feet.
2. Bid quantities included on the exhibits and bid package are approximate only. Bidders are responsible for verifying all quantities of work including allowances noted for full depth patching.
3. Any items not included in the bid quantities and required to complete the project shall be considered incidental and included in the unit rates elsewhere.
4. All turns lanes, acceleration/deceleration lanes, medians, shoulders, bike lanes etc. associated with the roadway, are a part of the resurfacing projects.
5. Parallel street parking areas immediately adjacent to the drive lane are a part of the resurfacing.
6. All brick and asphalt decorative crosswalks shall be preserved. Mill on each side of crosswalk to tie new asphalt surface into existing crosswalk. Crosswalks shall be adequately protected from tracking tack or asphalt over the surface during paving operations.
7. The bidders shall be advised that work on Bluffton Parkway must be performed as nighttime work. Lane closures are only permitted between 9:00PM and 6:00AM.
8. The 2007 Standard Specifications for Highway Construction Section 401.4.4, Weather and

Surface Restrictions will be followed regardless of the month in which paving occurs. During the months of December, January, and February an approved Cold Weather Paving Plan will be submitted to the County Project Manager for approval prior to starting paving operations.

9. Asphalt indexing using the SCDOT Index will be utilized for this project.

**Project Administration:**

Beaufort County Engineering  
104 Industrial Village Rd  
Building 3  
Beaufort, SC 29906

**Contract Type:**

Unit Rate.

Asphalt indexing using the SCDOT Index will be utilized for this project.

Payment for full-depth patching and leveling will be paid based on quantity certified by inspector and unit costs provided on the bid form.

**Contract Documents:**

Beaufort County Resurfacing Improvements Contract, including the South Carolina Department of Transportation, Standard Specifications for Highway Construction, Edition of 2025.

**Contract Time:**

- Contractor shall complete all work (including shoulder fills, thermoplastic pavement markings, and rpm's) within 120 days of NTP and must be completed by June 1, 2025.
- Liquidated damages will be \$1,200 per day

## **SPECIAL PROVISIONS**

### **Beaufort County Road Resurfacing - Year 7**

- 1     **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**

## 2     **There shall be no pre-qualifications of the Bidders.**

## 3     **Progress and Shop Drawing Schedules**

Before starting construction, the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- 3.1     Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements of the work including durations and resources necessary for the successful and timely completion of the project. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start and end dates of each major item or phase of the work.
- 3.2     Bi-Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the BidDocument.
  - 3.3     The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
  - 3.4     Failure to provide timely updates and shop drawings may result in the withholding of progress payments.

## 4     **Progress and Job-Site Meetings**

- 4.1     A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice to Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.

## 5 Survey and Stakeouts

- 5.1 The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

## 6 Supervision and Superintendence

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- 6.1 Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- 6.2 The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

## 7 Construction Notes

- 7.1 **CONTRACTOR** to contact all utility companies before any work commences. Verify utilities within project area.
- 7.2 All work shall conform to the applicable Federal, State, and Local requirements and codes.
- 7.3 Temporary control of storm water drainage shall be the responsibility of the general contractor and shall be maintained throughout the period of the construction.



- 7.4 All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements.
- 7.5 In the event of a conflict with a sewer, water, drainage, or other utility lines or services, the **CONTRACTOR** shall coordinate with the affected utility and the **ENGINEER** and shall field adjust as directed.
- 7.6 Any utilities that are damaged and are not to be removed shall be paid for or replaced at the **CONTRACTOR'S** expense.
- 7.7 Location, existence, or non-existence of any utility does not constitute responsibility of the **ENGINEER**.
- 7.8 The location of any shown utilities is approximate.
- 7.9 All watercourse ditch excavation quantities will be monitored by the **ENGINEER**.

## TECHNICAL SPECIFICATIONS

### TECHNICAL REQUIREMENTS FOR BEAUFORT COUNTY ROAD RESURFACING - YEAR 7 PROJECTS

All Technical Specifications for this project will be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction and any modifications identified in the bid documents and bid plan sheets.

All Traffic Control Technical Specifications for this will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements, and any modifications identified in the bid documents and bid plan sheets.



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE BIG ESTATE JENKINS COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 132 BOOKER T. WASHINGTON CIRCLE</b>
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee February 18, 2025
<b>PRESENTER INFORMATION:</b>
Eric, Brown, Director, Parks and Recreation <i>5 minutes</i>
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
The Big Estate Jenkins Community Center (the Center) is the fee simple owners of the real property located at 132 Booker T. Washington Circle, Yemassee, SC 29945. The Center desires to lease the Property to the County for the of continuation of the County's use and the purpose of providing the community with a recreational facility.
<b>FISCAL IMPACT:</b>
Nominal yearly lease rate  Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends that the County enters into the lease agreement
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to County Council for a Public Hearing and Approval/Denial.

**ORDINANCE 2025/\_\_\_\_\_****AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE BIG ESTATE JENKINS COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 132 BOOKER T. WASHINGTON CIRCLE**

**WHEREAS**, The Big Estate Jenkins Community Center (the Center) is the fee simple owners of the real property located at 132 Booker T. Washington Circle, Yemassee, SC 29945 ("Property"); and

**WHEREAS**, Beaufort County ("County"), a political subdivision of the State of South Carolina, through its Parks and Recreation Department provide the public with recreational programs at facilities throughout Beaufort County; and

**WHEREAS**, the Center desires to lease to County the Property for the continuation of the County's use and the purpose of providing the community with a public recreational facility; and

**WHEREAS**, the County has negotiated certain lease terms with the Center and pursuant to the current Beaufort County Lease Policy, it has deemed it appropriate and necessary to reduce the lease rate to a nominal amount because the Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with the Center for the Property.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with the Big Estate Jenkins Community Center, for the real property located at 132 Booker T. Washington Circle, Yemassee, SC 29945.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Alice Howard, Chairman

ATTEST:

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

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	<b>REAL PROPERTY LEASE AGREEMENT</b>

**THIS REAL PROPERTY LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_ day of January, 2025, by and between **the Big Estate Jenkins Community Center** (hereinafter the "Landlord") and **Beaufort County** ("Tenant"), a political subdivision of the State of South Carolina, collectively referred to as the "Parties".

**WHEREAS**, the Parties desire to enter into a long term lease agreement in order for the continuation of the County's use and purpose of providing the community with a recreational facility.

**NOW, THEREFORE**, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below and pursuant to the terms as follows:

**I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 132 Booker T. Washington Circle, Yemassee, SC 29945, with the current Parcel Number R700 015 000 0014 0000, hereinafter collectively referred to as "Premises".

**II. TERM**

2.1 *Term.* The Lease Term shall be for a term of twenty-five (25) years ("Tenancy") commencing on January \_\_\_\_, 2025 ("Commencement Date") and terminating on January \_\_\_\_, 2050 ("Termination Date").

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period of ten (10) years. This Lease may only be renewed up to two (2) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. The terms set forth in this Paragraph shall collectively be referred to hereafter as a "Renewal Term".

**III. RENTAL PAYMENT**

3.1 *Payment of Rent.* Tenant shall pay to Landlord **One and 00/100 (\$1.00) Dollars** as a yearly rent payment ("Rent") during the Lease Term. The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 13.1 of this Lease. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall remain the same during any Renewal Term.

3.3 *Security Deposit.* The Parties agree that no security deposit is required.

3.4 *Taxes and Fees.* The Landlord agrees to be responsible for paying all taxes and fees associated with the Premises.

**IV. UTILITIES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

## **V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

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

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating a community center for public use ("Permitted Use"). Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.2.1 *Landlords Use of Premises.* And the Tenant grants to the Landlord, the right and privilege of using all facilities on said Premises without any charges or fees whenever the tenant is not using said facilities. If Landlord desires to use Premises, the Landlord shall request use of the Premises in writing to Tenant seven (7) calendar days prior to the date of desired use.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any maintenance to the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Premises shall be maintained in a clean and orderly manner. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any repairs to the Premises.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant is permitted to make improvements in the form of structural alterations, modifications, additions, decorations or improvements to the Premises and is not required to obtain Landlord's consent prior to; although, the Tenant will provide a written notice to Landlord prior to the commencement of any improvement herein described. The Tenant is not required to complete any Improvements, but may at its discretion.

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

5.5.3 *Compliance.* All such Tenant's Improvements and related work shall be performed diligently and in a first-class workmanlike manner and shall comply with all legal requirements. Any of

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



Tenant's Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

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

## **VI. DESTRUCTION OR DAMAGE**

- 6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.
- 6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Lease. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.
- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's purpose in the Premises to the extent reasonably practicable from the standpoint of good practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

## VII. ASSIGNMENT AND SUBLETTING

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

Landlord agrees and acknowledges that Tenant may, without notice to Landlord, allow for third parties to use the Premises for activities that further promote the purpose of the Tenant's use of the Premises. The use of the Premises by third parties may be for a fee to be paid to the Tenant.

## VIII. TERMINATION. This Lease shall end on the Termination Date or at the end of any Renewal Term. This Lease may be terminated by Landlord prior to the Termination Date upon the occurrence of any default event as set forth in Section IX of this Lease. The Parties may mutually agree to terminate this Lease in writing for any reason.

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

## IX. DEFAULT

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

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

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall have thirty (30) days to cure said default. Failure to cure may result in Landlord terminating the Lease with a thirty (30) day written notice. Landlord agrees that there are no other remedies

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

available and Landlord shall not have the right to request additional funds from Tenant for any reason if Lease is being terminated due to a default.

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

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and Landlord agrees it is limited in its remedies to those provide for in this Lease.

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

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

10.1 *First Right of Refusal.* The Parties agree that if the Landlord desires to sell the Premises at any time, then the Landlord shall first offer to the Tenant the ability to purchase the Premise at fair market value as determined by a South Carolina licensed appraiser. The Landlord shall provide to Tenant in writing the desire to sell, and Tenant shall have sixty (60) days to provide a written response.

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

**XII. INSURANCE LIABILITY AND INDEMNIFICATION**

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

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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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

### **XIII. MISCELLANEOUS PROVISIONS**

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

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

Copy To:                Beaufort County  
                                  Attn: Beaufort County Parks and Recreation Director  
                                  Post Office Box 1228  
                                  Beaufort, SC 29901

AS TO LANDLORD:    \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

**(Signature Page to Follow)**

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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

**LANDLORD (Big Estate Jenkins Community Center):**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

**TENANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael Moore  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 19.

<b>ITEM TITLE:</b>
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE YOUNG MEN’S SOCIAL CLUB AND SOUTH PINE LADIES UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT 242 AND 228 SCOTT HILL ROAD
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee February 18, 2025
<b>PRESENTER INFORMATION:</b>
Eric Brown, Director, Parks and Recreation <i>5 minutes</i>
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
The Young Men’s Social Club and South Pine Ladies Union are the fee simple owners of the real property located at 242 and 228 Scott Hill Road, St. Helena, SC 29920. The Club and Union desire to lease to the County the properties for the continuation of the County’s use and the purpose of the community with a recreational facility.
<b>FISCAL IMPACT:</b>
Nominal yearly lease rate  Property will remain open to the public at all times and the County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends that the County enters into the lease agreement
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to County Council for a Public Hearing and Approval/Denial.

**ORDINANCE 2025/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A  
LEASE AGREEMENT WITH THE YOUNG MEN’S SOCIAL CLUB AND SOUTH PINE  
LADIES UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT  
242 AND 228 SCOTT HILL ROAD**

**WHEREAS**, Young Men’s Social Club and South Pine Ladies Union (Club and Union) are the fee simple owners of the real property located at 242 and 228 Scott Hill Road, St. Helena, SC 29920 (“Properties”); and

**WHEREAS**, Beaufort County (“County”), a political subdivision of the State of South Carolina, through its Parks and Recreation Department provide the public with recreational programs at facilities throughout Beaufort County; and

**WHEREAS**, the Club and Union desire to lease to County the Properties for the continuation of the County’s use and the purpose of providing the community with a public recreational facility; and

**WHEREAS**, the County has negotiated certain lease terms with Club and Union and pursuant to the current Beaufort County Lease Policy, it has deemed it appropriate and necessary to reduce the lease rate to a nominal amount because the Properties will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with Club and Union for the Properties.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Young Men’s Social Club and South Pine Ladies Union, for the real property located at 242 and 228 Scott Hill Road.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Alice Howard, Chairman

ATTEST:

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

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

**REAL PROPERTY  
LEASE AGREEMENT**

**THIS REAL PROPERTY LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_ day of November, 2024, by and between **Young Men's Social Club** and **South Pine Ladies Union** (collectively hereinafter the "Landlord") and **Beaufort County** ("Tenant"), a political subdivision of the State of South Carolina, collectively referred to as the "Parties".

**WHEREAS**, the Parties desire to enter into a long term lease agreement in order for the continuation of the County's use and purpose of providing the community with a recreational facility.

**NOW, THEREFORE**, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below and pursuant to the terms as follows:

- I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 242 Scott Hill Road, St. Helena Island, SC 29920 with the current Parcel Number R300 022 000 0016 0000 and 228 Scott Hill Road, St. Helena Island, SC 29920 with current Parcel Numbers R300 022 000 099C 0000 and R300 022 000 0015 0000, hereinafter collectively referred to as "Premises".
- II. TERM**
- 2.1 *Term.* The Lease Term shall be for a term of twenty-five (25) years ("Tenancy") commencing on November \_\_\_\_, 2024 ("Commencement Date") and terminating on November \_\_\_\_, 2049 ("Termination Date").
- 2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period of ten (10) years. This Lease may only be renewed up to two (2) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. The terms set forth in this Paragraph shall collectively be referred to hereafter as a "Renewal Term".
- III. RENTAL PAYMENT**
- 3.1 *Payment of Rent.* Tenant shall pay to Landlord **One and 00/100 (\$1.00) Dollars** as a yearly rent payment ("Rent") during the Lease Term. The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 13.1 of this Lease. All Rent payments shall be made in the form of check or direct deposit.
- 3.2 *Renewal Rate.* The Rent shall remain the same during any Renewal Term.
- 3.3 *Security Deposit.* The Parties agree that no security deposit is required.
- 3.4 *Taxes and Fees.* The Landlord agrees to be responsible for paying all taxes and fees associated with the Premises.
- IV. UTILITIES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas,

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

## **V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

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

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating a community center for public use ("Permitted Use"). Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.2.1 *Landlords Use of Premises.* And the Tenant grants to the Landlord, the right and privilege of using all facilities on said Premises without any charges or fees whenever the tenant is not using said facilities. If Landlord desires to use Premises, the Landlord shall request use of the Premises in writing to Tenant seven (7) calendar days prior to the date of desired use.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any maintenance to the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Premises shall be maintained in a clean and orderly manner. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any repairs to the Premises.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant is permitted to make improvements in the form of structural alterations, modifications, additions, decorations or improvements to the Premises and is not required to obtain Landlord's consent prior to; although, the Tenant will provide a written notice to Landlord prior to the commencement of any improvement herein described. The Tenant is not required to complete any Improvements, but may at its discretion.

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

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

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

## **VI. DESTRUCTION OR DAMAGE**

- 6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.
- 6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Lease. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.
- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's purpose in the Premises to the extent reasonably practicable from the standpoint of good practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

## **VII. ASSIGNMENT AND SUBLETTING**

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

Landlord agrees and acknowledges that Tenant may, without notice to Landlord, allow for third parties to use the Premises for activities that further promote the purpose of the Tenant's use of the Premises. The use of the Premises by third parties may be for a fee to be paid to the Tenant.

## **VIII. TERMINATION.** This Lease shall end on the Termination Date or at the end of any Renewal Term. This Lease may be terminated by Landlord prior to the Termination Date upon the occurrence of any default event as set forth in Section IX of this Lease. The Parties may mutually agree to terminate this Lease in writing for any reason.

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

## **IX. DEFAULT**

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

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

- 9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default,

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



and Tenant shall have thirty (30) days to cure said default. Failure to cure may result in Landlord terminating the Lease with a thirty (30) day written notice. Landlord agrees that there are no other remedies available and Landlord shall not have the right to request additional funds from Tenant for any reason if Lease is being terminated due to a default.

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

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and Landlord agrees it is limited in its remedies to those provide for in this Lease.

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

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

10.1 *First Right of Refusal.* The Parties agree that if the Landlord desires to sell the Premises at any time, then the Landlord shall first offer to the Tenant the ability to purchase the Premise at fair market value as determined by a South Carolina licensed appraiser. The Landlord shall provide to Tenant in writing the desire to sell, and Tenant shall have sixty (60) days to provide a written response.

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

**XII. INSURANCE LIABILITY AND INDEMNIFICATION**

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

12.2 *Indemnity.* Landlord hereby agrees to indemnify and hold harmless Tenant against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use

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of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

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

### **XIII. MISCELLANEOUS PROVISIONS**

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

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

Copy To:            Beaufort County  
Attn: Beaufort County Parks and Recreation Director  
Post Office Box 1228  
Beaufort, SC 29901

AS TO TENANT:

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- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

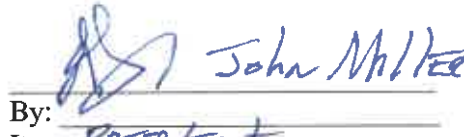
***(Signature Page to Follow)***

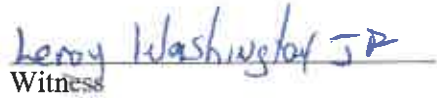
Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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

**LANDLORD (Young Men's Social Club):**

  
 Witness

  
 By: \_\_\_\_\_  
 Its: PRESIDENT

  
 Witness

**LANDLORD (South Pine Ladies Union):**

  
 Witness

  
 By: \_\_\_\_\_  
 Its: President

  
 Witness

**TENANT:**

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Michael Moore  
 Beaufort County Administrator

\_\_\_\_\_  
 Witness

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE DALE-LOBECO COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 15 COMMUNITY CENTER ROAD</b>
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee February 18, 2025
<b>PRESENTER INFORMATION:</b>
Eric Brown, Director, Parks and Recreation <i>5 minutes</i>
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
The Dale-Lobeco Community Center (the Center) is the fee simple owners of the real property located at 15 Community Center Road, Seabrook, SC 29940. The Center desires to lease the Property to the County for the of continuation of the County's use and the purpose of providing the community with a recreational facility.
<b>FISCAL IMPACT:</b>
Nominal yearly lease rate  Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as being responsible for all utility costs.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommend that the County enters into the lease agreement
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to County Council for a Public Hearing and Approval/Denial.

**ORDINANCE 2025/\_\_\_\_\_****AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE DALE-LOBECO COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 15 COMMUNITY CENTER ROAD**

**WHEREAS**, The Dale-Lobeco Community Center (the Center) is the fee simple owner of the real property located at 15 Community Center Road, Seabrook, SC 29940 (“Property”); and

**WHEREAS**, Beaufort County (“County”), a political subdivision of the State of South Carolina, through its Parks and Recreation Department provide the public with recreational programs at facilities throughout Beaufort County; and

**WHEREAS**, the Center desires to lease the Property to the County for the continuation of the County’s use and the purpose of providing the community with a public recreational facility; and

**WHEREAS**, the County has negotiated certain lease terms with the Center and pursuant to the current Beaufort County Lease Policy, it has deemed it appropriate and necessary to reduce the lease rate to a nominal amount because the Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with the Center for the Property.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with the Dale-Lobeco Community Center for the real property located at 15 Community Center Road, Seabrook, SC 29940.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Alice Howard, Chairman

ATTEST:

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



STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	<b>REAL PROPERTY LEASE AGREEMENT</b>

**THIS REAL PROPERTY LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_ day of January, 2025, by and between **the Dale-Lobeco Community Center** (hereinafter the "Landlord") and **Beaufort County** ("Tenant"), a political subdivision of the State of South Carolina, collectively referred to as the "Parties".

**WHEREAS**, the Parties desire to enter into a long term lease agreement in order for the continuation of the County's use and purpose of providing the community with a recreational facility.

**NOW, THEREFORE**, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below and pursuant to the terms as follows:

**I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 15 Community Center Road, Seabrook, SC 29940, with the current Parcel Number R700 037 000 0027 0000, hereinafter collectively referred to as "Premises".

**II. TERM**

2.1 *Term.* The Lease Term shall be for a term of twenty-five (25) years ("Tenancy") commencing on January \_\_\_\_, 2025 ("Commencement Date") and terminating on January \_\_\_\_, 2050 ("Termination Date").

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period of ten (10) years. This Lease may only be renewed up to two (2) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. The terms set forth in this Paragraph shall collectively be referred to hereafter as a "Renewal Term".

**III. RENTAL PAYMENT**

3.1 *Payment of Rent.* Tenant shall pay to Landlord **One and 00/100 (\$1.00) Dollars** as a yearly rent payment ("Rent") during the Lease Term. The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 13.1 of this Lease. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall remain the same during any Renewal Term.

3.3 *Security Deposit.* The Parties agree that no security deposit is required.

3.4 *Taxes and Fees.* The Landlord agrees to be responsible for paying all taxes and fees associated with the Premises.

**IV. UTILITIES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant

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agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

## **V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

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

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating a community center for public use ("Permitted Use"). Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.2.1 *Landlords Use of Premises.* And the Tenant grants to the Landlord, the right and privilege of using all facilities on said Premises without any charges or fees whenever the tenant is not using said facilities. If Landlord desires to use Premises, the Landlord shall request use of the Premises in writing to Tenant seven (7) calendar days prior to the date of desired use.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any maintenance to the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Premises shall be maintained in a clean and orderly manner. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any repairs to the Premises.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant is permitted to make improvements in the form of structural alterations, modifications, additions, decorations or improvements to the Premises and is not required to obtain Landlord's consent prior to; although, the Tenant will provide a written notice to Landlord prior to the commencement of any improvement herein described. The Tenant is not required to complete any Improvements, but may at its discretion.

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

5.5.3 *Compliance.* All such Tenant's Improvements and related work shall be performed diligently and in a first-class workmanlike manner and shall comply with all legal requirements. Any of Tenant's Improvements or other alterations, including, without limitation, moveable partitions that are

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affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

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

## **VI. DESTRUCTION OR DAMAGE**

- 6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.
- 6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Lease. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.
- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's purpose in the Premises to the extent reasonably practicable from the standpoint of good practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**VII. ASSIGNMENT AND SUBLETTING**

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

Landlord agrees and acknowledges that Tenant may, without notice to Landlord, allow for third parties to use the Premises for activities that further promote the purpose of the Tenant's use of the Premises. The use of the Premises by third parties may be for a fee to be paid to the Tenant.

**VIII. TERMINATION.** This Lease shall end on the Termination Date or at the end of any Renewal Term. This Lease may be terminated by Landlord prior to the Termination Date upon the occurrence of any default event as set forth in Section IX of this Lease. The Parties may mutually agree to terminate this Lease in writing for any reason.

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

**IX. DEFAULT**

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

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

- 9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall have thirty (30) days to cure said default. Failure to cure may result in Landlord terminating the Lease with a thirty (30) day written notice. Landlord agrees that there are no other remedies

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

available and Landlord shall not have the right to request additional funds from Tenant for any reason if Lease is being terminated due to a default.

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

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

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

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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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

### **XIII. MISCELLANEOUS PROVISIONS**

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

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

Copy To:                              Beaufort County  
    Attn: Beaufort County Parks and Recreation Director  
    Post Office Box 1228  
    Beaufort, SC 29901

AS TO LANDLORD: \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

**(Signature Page to Follow)**

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



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

**LANDLORD (Dale-Lobeco Community Center):**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

**TENANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael Moore  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



## BEAUFORT COUNTY COUNCIL

### AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of a resolution authorizing the demolition of a structure and funding for demolition of a structure on Beaufort County owned property located at 2 Mullet Street.
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – February 17, 2025
<b>PRESENTER INFORMATION:</b>
Jared Fralix, PE – Assistant County Administrator, Infrastructure (5 minutes)
<b>ITEM BACKGROUND:</b>
Parcel R60003900C0189000 (2 Mullet Street) is located in the Alljoy area in Bluffton. The County purchased the property in April 2024 for the purpose of the expanding improvements to the Alljoy Boat Landing. There is residential structure, approximately 3,366 SF in size, located on the parcel.
<b>PROJECT / ITEM NARRATIVE:</b>
<p>The County recently passed a resolution for the planned improvements at the Alljoy boat landing. The planned improvements include additional parking and public restrooms. In order to accommodate these improvements, the existing residential structure needs to be demolished and removed.</p> <p>Staff is in the process of obtaining quotes to accomplish this work. The planned budget for this work is \$75,000. has obtained quotes for the house demolition.</p>
<b>FISCAL IMPACT:</b>
The funding for this item is from the \$1.2 million direct appropriation from the FY2025 State Budget. The funding account is #1000-30-1301-51170 with a balance of \$1,200,000.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve the resolution authorizing the demolition of a structure and funding for demolition of a structure on Beaufort County owned property located at 2 Mullet Street
<b>OPTIONS FOR COUNCIL MOTION:</b>
<p>Motion to either approve/deny the resolution authorizing the demolition of a structure and funding for demolition of a structure on Beaufort County owned property located at 2 Mullet Street</p> <p><b><i>Next Steps – A Majority Vote for Acceptance by Committee would move item forward for Council approval.</i></b></p>

**RESOLUTION 2025 /\_\_****A RESOLUTION AUTHORIZING THE DEMOLITION OF A STRUCTURE AND  
FUNDING FOR DEMOLITION OF A STRUCTURE ON BEAUFORT COUNTY  
OWNED PROPERTY LOCATED AT 2 MULLET STREET**

**WHEREAS**, Beaufort County (“County”) is the fee simple owner of the real property located at 2 Mullet Street, Bluffton, SC (“Property”); and

**WHEREAS**, the Property was purchased for the purpose of expanding the infrastructure at the current Alljoy Boat Landing in order to better serve the citizens of the County; and

**WHEREAS**, the County has determined that the existing residence on the Property (“Structure”) is in the planned location for future parking and bathroom area and needs demolition; and

**WHEREAS**, the County has received \$1.2 million direct appropriation in the FY 25 state budget for improvements to the Alljoy Boat Landing; and

**WHEREAS**, the cost to demolish the Structure is not expected to exceed seventy-five thousand dollars (\$75,000); and

**WHEREAS**, the Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to authorize the demolition of the Structure on the Property and provide funding for the demolition from the account #1000-30-1301-51170 for the reasons stated herein.

**NOW, THEREFORE, BE IT RESOLVED THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA**, does hereby authorize the demolition of the Structure and funding of up to \$75,000.00 for demolition of the Structure on Beaufort County owned property located at 2 Mullet Street.

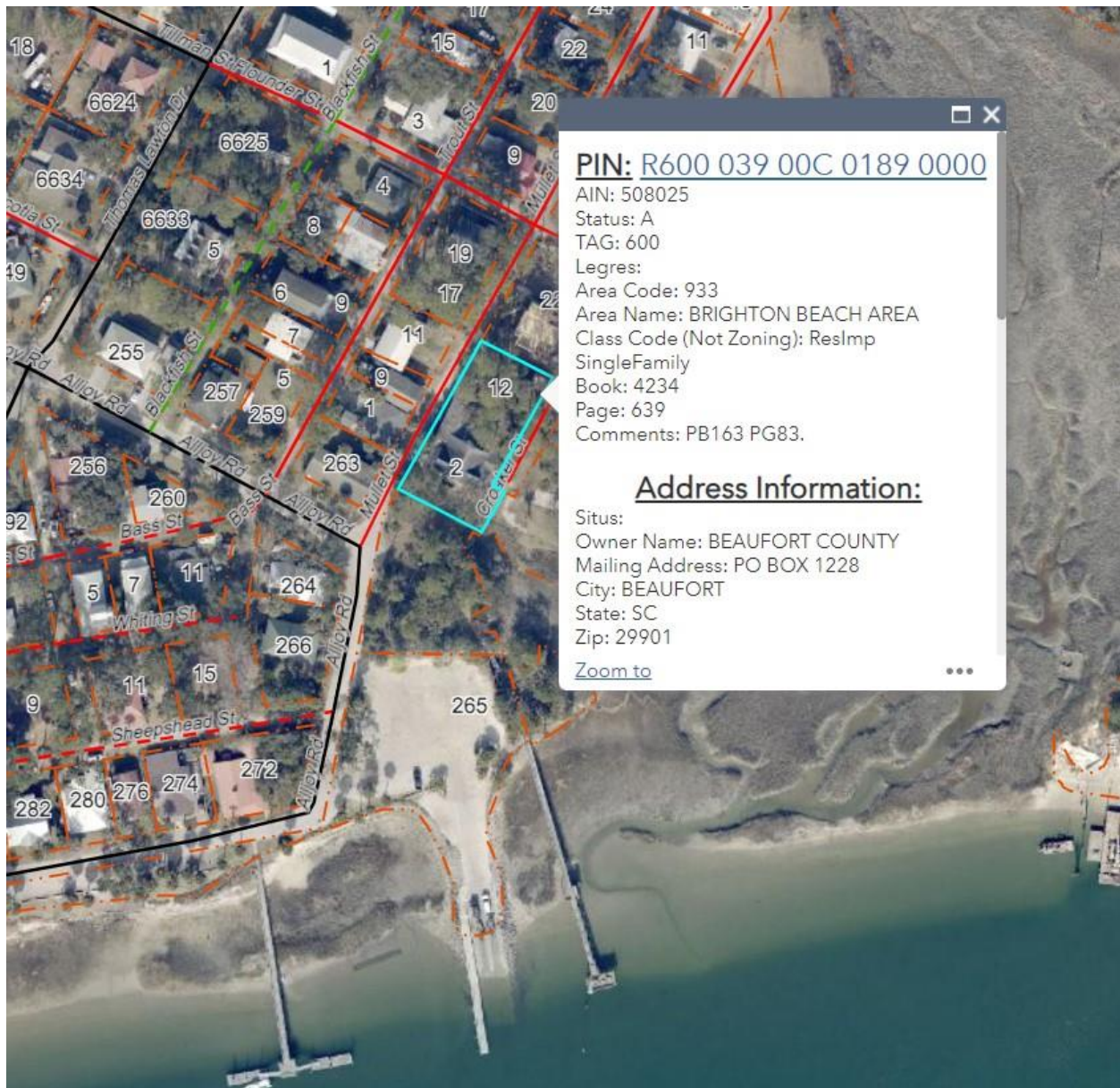
Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Alice Howard, Chairman

ATTEST:

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





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

**ITEM TITLE:**

Recommend Approval of Contract Award to Madco Contracting & Consulting Services for IFB #102324, Scott Community Center Renovation (\$153,965.00).

**MEETING NAME AND DATE:**

Public Facilities and Safety Committee – February 18, 2025

**PRESENTER INFORMATION:**

Robert Gecy - Interim Director, Capital Project Management (5 mins)

**ITEM BACKGROUND:**

On October 23, 2024 we received a bid from Madco Contracting & Consulting Services, in the amount of \$139,968.55, for the renovation of the Scott Community Center on St. Helena Island. There were 5 total bids received, with Madco Contracting & Consulting Services coming in as the low bidder.

**PROJECT / ITEM NARRATIVE:**

Parks and Recreation wishes to renovate the Scott Community Center on St. Helena Island. The facility is long overdue for a facelift, an update to the mechanical and electrical systems, as well as an upgraded kitchen. The project scope includes: Interior demolition, new cabinets and counter tops, flooring, painting of interior surfaces, ceiling tiles, and replace existing light fixtures with LED.

**FISCAL IMPACT:**

Funding comes from the Parks and Recreation Capital Fund, 4000-80-1600-54420.

The current account balance is \$8,653,311.32.

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of contract award to Madco Contracting & Consulting Services for IFB #102324, Scott Community Center Renovation in the amount of \$139,968.55 with a \$13,996.85 (10%) contingency for a total of \$153,965.00 for the renovation of Scott Community Center on St. Helena Island.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny recommendation of award to Madco Contracting & Consulting Services for IFB #102324, Scott Community Center Renovation.