

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
 100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228
 TELEPHONE: (843) 255-2180
www.beaufortcountysc.gov

STEWART H. RODMAN
 CHAIRMAN

D. PAUL SOMMERVILLE
 VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT
 GERALD DAWSON
 BRIAN E. FLEWELLING
 YORK GLOVER, SR.
 CHRIS HERVOCHON
 ALICE G. HOWARD
 MARK LAWSON
 LAWRENCE P. MCELYNN
 JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
 COUNTY ADMINISTRATOR

SARAH W. BROCK
 CLERK TO COUNCIL

AGENDA
 COUNTY COUNCIL OF BEAUFORT COUNTY
 REGULAR SESSION
 Monday, November 18, 2019
 6:00 p.m.
 Council Chambers, Administration Building
 Beaufort County Government Robert Smalls Complex
 100 Ribaut Road, Beaufort

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman 6:00 p.m.

2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Councilman Joe Passiment

[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF MINUTES** (backup)

- A. September 23, 2019
- B. October 14, 2019

5. **ADMINISTRATOR’S REPORT**

6. **LIASION REPORTS**

7. **CHAIRMAN’S MINUTE**

8. **CONSENT AGENDA (PLEASE REFER TO PAGE 3)**

9. **ACTION ITEMS**

1. **Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer** (backup)

- 1. Consideration of approval on November 18, 2019

2. **Approval of a transportation impact fee credit/refund to David Hornsby in the amount of \$60,882.84** (backup)

- 2. Consideration of approval on November 18, 2019
- 3. Public Facilities Committee recommended approval on November 4, 2019 / Vote 5:4



3. **Second Reading of an Ordinance to amend Beaufort County Ordinance 2019/32, FY 2019-2020 Beaufort County Budget, to appropriate \$2,506,069 from the General Fund to cover costs associated with the Jenkins Island Safety Improvement Project** (backup)
 1. Consideration of Second Reading on November 18, 2019
 2. First Reading approved on October 28, 2019 / Vote 7:4
 3. Public Hearing – Monday, December 9, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 4. Executive Committee recommended approval on October 14, 2019 / Vote 6:4

10. **COMMITTEE REPORTS**

Prior Meetings

1. Rules and Procedures Committee (November 4, 2019)
2. Finance Committee (November 4, 2019)
3. Public Facilities Committee (November 4, 2019)
4. Executive Committee (November 18, 2019)

Upcoming Meetings

1. Finance Committee (December 2, 2019)
2. Public Facilities Committee (December 2, 2019)
3. Executive Committee (December 9, 2019)

11. **CITIZEN COMMENTS** [See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]

12. **EXECUTIVE SESSION**

- A. **Discussion of legal issues related to pending Opioid Litigation** - Thomas J. Keaveny II, Beaufort County Attorney and Finger, Melnick & Brooks, P.A.
- B. **Receipt of legal advice regarding status of Retiree Litigation** - Thomas J. Keaveny II, Beaufort County Attorney and Al Nickles, Nickles Law Firm
- C. **Receipt of legal advice regarding delinquent stormwater fees** – Brittany Ward, Deputy County Attorney

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

14. **ADJOURNMENT**

CONSENT AGENDA
(As Referenced on Page 1)

A. Items Originating from the Finance Committee – Councilman Passiment

1. **Appointment of Dick Stewart and Constance Gardner to the County’s A-Tax Board** (backup)
2. **Third and Final Reading of an Ordinance authorizing the execution and delivery of a Fee Agreement by and between Beaufort County, South Carolina and Project Burnt Church Distillery providing for a payment of a Fee in Lieu of Taxes and other matters related thereto** (backup)
 1. Consideration of Third and Final reading on November 18, 2019
 2. Second reading approved on July 22, 2019 / Vote 9:2
 3. Public Hearing on July 22, 2019
 4. First reading approved, by title only, on June 24, 2019 / Vote 10:0
 5. Finance Committee discussion occurred on June 24, 2019 / (no vote was taken)
3. **Third and Final Reading of an Ordinance establishing the Finance Committee as the Internal Audit Committee** (backup)
 1. Consideration of Third and Final Reading on November 18, 2019
 2. Second Reading Approved on October 28, 2019 / Vote 11:0
 3. Public Hearing on October 28, 2019
 4. First Reading approved on October 14, 2019 / Vote 10:0
 5. Finance Committee recommended approval on September 23, 2019 / Vote 7:0
4. **Recommendation to Award to O’Quinn/Andrews/McSweeney; Design-Build Fort Frederick Boat Ramp RFP 051619E Phase I in the amount of \$1,166,227.20** (backup)
 1. Consideration of approval on November 18, 2019
 2. Finance Committee recommended approval on November 4, 2019 / Vote 9:0
5. **Approval of a Resolution for the total allocation of funds from the Beaufort County State 2% Accommodations Tax Funds provided in the fiscal year 2020 budget as recommended by the state accommodations tax board** (backup)
 3. Consideration of approval on November 18, 2019
 4. Finance Committee recommended approval on November 4, 2019 / Vote 9:0

B. Items Originating from the Public Facilities Committee – Councilman Flewelling

1. **Reappointment of James Clark and Patrick Mitchell to the Stormwater Management Utility Board** (backup)
 5. Consideration of approval on November 18, 2019
 6. Public Facilities Committee recommended approval on November 4, 2019 / Vote 9:0
2. **Approval of a Resolution to commission a Public Works Enforcement Officer** (backup)
 7. Consideration of approval on November 18, 2019
 8. Public Facilities Committee recommended approval on November 4, 2019 / Vote 9:0
3. **Approval of the 2018 One Cent Sales Tax Right of Way Resolution** (backup)

1. Consideration of approval on November 18, 2019
2. Public Facilities recommended approval on October 7, 2019 / Vote 7:0

4. First Reading of an Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve (backup)

1. Consideration of First Reading on November 18, 2019
2. Public Hearing – Monday, December 9, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
3. Public Facilities Committee recommended approval on November 4, 2019 / Vote 9:0

5. Second Reading of an Ordinance authorizing the execution and delivery of a deed conveying a portion of property owned by Beaufort County at 35 Fording Island Road Extension South Carolina (backup)

1. Consideration of Second Reading on November, 18, 2019
2. First Reading approved on October 28, 2019 / Vote 11:0
3. Public Hearing – Monday, December 9, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
4. Public Facilities Committee recommended approval on October 7, 2019 / Vote 7:0

6. Third Reading of an Ordinance for the Jenkins Island Right-of-Way Acquisition (backup)

1. Consideration of Third and Final Reading on November 18, 2019
2. Second Reading approved on April 22, 2019 / 11:0
3. Public hearing on April 22, 2019
4. First reading approved on April 8, 2019 / Vote 11:0
5. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0

C. Items Originating from the Natural Resources Committee – Councilwoman Howard

1. Approval of a Resolution to reserve \$4.235M for the planning and construction of public access and passive recreation projects on RCLP passive parks (backup)

1. Consideration of approval on November 18, 2019
2. Natural Resources Committee approved on October 21, 2019 / Vote 7:0

2. Third and Final Reading of an Ordinance authorizing the execution of a declaration of restrictive covenants on property located at 75 Confederate Avenue, also known as Bailey Memorial Park (backup)

1. Consideration of Third and Final Reading on November 18, 2019
2. Second Reading approved on October 14, 2019 / Vote 10:0
3. Public Hearing on October 14, 2019
4. First Reading approved on September 23, 2019 / 9:0
5. Natural Resources Committee recommended approval on August 19, 2019 / Vote 11:0

D. Items Originating from the Executive Committee – Chairman Rodman

1. Second Reading of an Ordinance appropriating funds not to exceed \$ 822,000 from the 3% local accommodations tax funds to Penn Center, Inc. to assist with Phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campuses (backup)

1. Consideration on Second Reading on November 18, 2019
 2. First Reading approved on October 28, 2019 / Vote 10:1
 3. Public Hearing – Monday, December 9, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 4. Executive Committee recommended approval on October 14, 2019 / Vote 9:1
2. **First Reading of an Ordinance authorizing the approval of an access and utility easement and a security fence easement encumbering property owned by Beaufort County and known as a portion of the Olsen Tract** (backup)
1. Consideration of First Reading on November 18, 2019
 4. Public Hearing – Monday, December 9, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 5. Executive Committee recommended approval on October 14, 2019 / Vote 10:0
3. **First Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease** (backup)
1. Consideration of First Reading on November 18, 2019
 2. Public Hearing – Monday, December 9, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 3. Executive Committee recommended approval on October 14, 2019 / Vote 10:0

E. Items originating from the Community Services Committee – Councilman McElynn

1. **Adoption of a Resolution of Beaufort County, South Carolina, encouraging the South Carolina General Assembly to adopt h. 3063, "Hate Crime Bill"** (backup)
 1. Consideration of approval on November 18, 2019
 2. Community Services approved on October 21, 2019 / Vote 7:0
2. **Approval of a contract with Ilderton Conversion Company, a State contract vendor, for two (2) new ADA vans from State Contract #4400019979 for the Beaufort County DSN Department in the amount of \$110,882** (backup)
 1. Consideration of approval on November 18, 2019
 3. Community Services approved on October 21, 2019 / Vote 7:0



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of Council Minutes

Council Committee:

Meeting Date:

November 18, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of Council minutes from September 23, 2019 and October 14, 2019

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION**

September 23, 2019

Conference Room, Buckwalter Recreation Center,
Buckwalter Regional Park, 905 Buckwalter Pkwy, Bluffton

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

Attendance

Present: Chairman Stu Rodman, Vice-Chair Paul Sommerville, and Council Members Joe Passiment, York Glover, Alice Howard, Michael Covert, Mark Lawson, Brian Flewelling, Chris Hervocho, and Gerald Dawson.

Absent: Lawrence McElynn and Mike Covert

CALL TO ORDER

Vice-Chair Sommeville called the meeting to order at 6:01 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION – Vice-Chair Paul Sommerville

FOIA COMPLIANCE

Vice-Chair Sommerville noted that public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve the agenda. The vote: YEAS: Councilman Hervocho, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Flewelling, Councilman Lawson, and Councilman Dawson. The motion passed 8-0.

APPROVAL OF MINUTES

Vice-Chair Sommerville asked for a motion to approve the minutes from the July 22, 2019 and August 26, 2019 County Council meetings.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council approve the July 22, 2019 and August 26, 2019 County Council meeting minutes. The vote: YEAS: Councilman Hervocho, Councilwoman Howard, Councilman Passiment,

Councilman Sommerville, Councilman Flewelling, Councilman Lawson, and Councilman Dawson. The motion passed 8-0. The motion passed 8-0.

PROCLAMATIONS

Vice-Chair Sommerville presented a Proclamation to leaders from the Drug and Alcohol Division honoring and recognizing September as “Recovery Month” in Beaufort County.

CITIZEN COMMENTS

Alan Arseneau spoke in support of the Park at Hampton Lake.

Eric Sommerville spoke against another stoplight pertaining to Jenkins Island 278.

Terry Lasiter spoke against amending the River Oaks/Malind Bluff PUD and development agreement.

Chad Cox in support of the Park at Hampton Lake.

Gustavo Gomez, volunteer with Bluffton Youth Sports, spoke in support of the Park at Hampton Lake and how important it is for the children in our community.

Joe Duggan spoke against amending the River Oaks/Malind Bluff PUD and development agreement.

Bill Friffin spoke against amending the River Oaks/Malind Bluff PUD and development agreement and asked what council is doing about water quality and stormwater runoff.

Justin Jasset, President of the Board for Bluffton Youth Sports, spoke in support of the Park at Hampton Lake.

Rikki Parker, with the Coastal Conservation League, addressed the new Rural and Critical Lands Ordinance and stated her origination supports a Super Majority Vote when it comes to land purchases.

Jannine Mutterer spoke in support of the Park at Hampton Lake.

ADMINISTRATOR’S REPORT

County Administrator Ashley Jacobs congratulated the Beaufort County Drug and Alcohol Department on the success of their recent audit and the fact that zero deficiencies were found. Administrator Jacobs also introduced David Wilhelm as the new Assistant County Administrator for Public Works and Sustainability and Chris Inglese was recently promoted to Deputy County Administrator.

CHAIRMAN’S MINUTES

Chairman Rodman reiterated to council that the Chairman should be notified if a member is not going to be able to make a meeting.

CONSENT AGENDA

A. Items Originating from the Public Facilities Committee – Councilman Flewelling

- 1. Third and Final Reading of an Ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County known as the Wright Family Park**

2. **Third and Final Reading of an Ordinance to appropriate \$21,677 from the local hospitality tax for waterfront structure inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier**
3. **Third and Final Reading of an Ordinance to appropriate \$27,000 each year for five (5) years from the 3% Local Accommodation Tax funds for the inspections of Broad River Fishing Pier subject to appropriation**
4. **Second Reading of an Ordinance to terminate the lease agreement on the “Lucky” Property**
5. **First Reading of an Ordinance authorizing the sale of property known as Bob Jones Field or Bob Jones Park**

C. Items Originating from the Community Services Committee – Councilman McElynn

1. **A Resolution to appropriate \$398,000 from the Community Services grants program funds as provided in the fiscal year 2020 budget as recommended by the Beaufort County Human Services Department**
2. **A Resolution approving the Memorandum of Understanding and Agreement between Beaufort County and the SC Association of Counties relating to the Setoff Debt Collection Act and Authorizing the Beaufort County Alcohol and Drug Abuse Department to Use the Procedures Allowing for Collection of Delinquent Fees**

D. Items Originating from the Governmental Committee – Councilwoman Howard

1. **Third Reading of an Ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)**
2. **First Reading of an Ordinance to adopt an amended and restated development agreement for River Oaks at Okatie Village**
3. **First Reading of an Ordinance authorizing the County Administrator to execute the Brewer Memorial park 2019 joint ownership agreement and operating policy with the Beaufort County Open Land Trust**
4. **First Reading of an Ordinance authorizing the execution of a declaration of restrictive covenants on property located at 75 Confederate Avenue, also known as Bailey Memorial Park**
5. **First Reading of a new Rural and Critical Lands Ordinance**
6. **First Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290)**

7. Approval to award BrightView the project management, landscape installation & maintenance services for the Highway 278 medians between Tanger 1 and Westbury Park Way

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council approve the consent agenda minus D.1, D.2, D.5, and D.6. The vote: YEAS: Councilman Hervochon, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman Glover, Councilman Flewelling, Councilman Lawson, and Councilman Dawson. The motion passed 9-0.

Item D.1. - Third Reading of an Ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)

This item will come forward on October 14th at the next County Council meeting.

Item D.2. - First Reading of an Ordinance to adopt an amended and restated development agreement for River Oaks at Okatie Village

Discussion: Councilman Dawson said he was in support of River Oaks moving forward but he now has an issue with the development agreement particularly the reduction in impact fees from \$6,000 per rooftop to \$1500 and therefore he is going to vote against it.

Councilman Sommerville stated he plans to vote against item D.2. as well. He is concerned about the infrastructure, roads and schools and the impact this will have.

Councilwoman Howard stated she voted against this item when it came before Natural Resources and she concurs with the prior comments and plans to vote against it again.

Councilman Hervochon said there was one point to make about the impact fees as in the Development Agreement states they will adopt the impact fee once the county is done with their study.

Councilman Flewelling stated he was not 100 percent convinced that this development is a good idea for Beaufort County but he is willing to let it ride through first reading in order to try and get more information.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment that Council approve first reading of an Ordinance to adopt an amended and restated development agreement for River Oaks at Okatie Village. The vote: YEAS: Councilman Hervochon, Councilman Passiment, Councilman Rodman, Councilman Flewelling, and Councilman Lawson. NAYS: Councilwoman Howard, Councilman Glover, Councilman Sommerville, and Councilman Dawson. The motion passed 5-4.

Item D.5. - First Reading of a new Rural and Critical Lands Ordinance

Motion to Amend: It was moved by Councilman Flewelling, seconded by Councilman Passiment to amend the current ordinance and include language requiring Super Majority for sale or swap of property that has been purchased by the Rural and Critical Lands Program. The vote: YEAS: Councilman Hervochoon, Councilman Passiment, Councilman Rodman, Councilman Glover, Councilman Sommerville, Councilman Flewelling, and Councilman Dawson. NAYS: Councilwoman Howard, and Councilman Lawson. The motion passed 7-2.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve the ordinance as amended. The vote: YEAS: Councilman Hervochoon, Councilman Passiment, Councilman Rodman, Councilman Glover, Councilman Sommerville, Councilman Flewelling, Councilman Dawson, Councilwoman Howard, and Councilman Lawson. The motion passed 9-0.

Item D.6. - First Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290)

Discussion: Councilman Dawson stated he was not opposed to Rural and Critical Board Members receiving compensation for their travel but there are a lot of boards and commissions members that are not being compensated and he will vote against it until council compensates all boards and commission members.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to approve first reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290). The vote: YEAS: Councilman Hervochoon, Councilman Passiment, Councilman Rodman, Councilman Glover, Councilman Sommerville, Councilman Flewelling, Councilwoman Howard, and Councilman Lawson. NAYS: Councilman Dawson. The motion passed 8-1.

PUBLIC HEARINGS AND SECOND READINGS

Item: Public Hearing and Third Reading of an Ordinance authorizing the issuance and sale of General Obligation Bonds, series 2019c, in the amount not to exceed \$25,000,000; fixing the form and details of the bonds; authorizing the County Administrator or her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

Chairman Rodman opened the floor for a public hearing.

No one came forward.

Chairman Rodman closed the public hearing.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council approve Public Hearing and Third Reading of an Ordinance authorizing the issuance and sale of General Obligation Bonds, series 2019c, in the amount not to exceed \$25,000,000; fixing the form and details of the bonds; authorizing the County Administrator or her lawfully-authorized

designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto. The vote: YEAS: Councilman Hervochon, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Lawson, and Councilman Dawson. The motion passed 9-0.

COMMITTEE REPORTS

Finance Committee, Chairman Passiment

Councilman Passiment stated that the finance committee discussed a resolution authorizing an exemption of property from ad valorem taxation, a resolution approving the expenditure of the 2006 1 Cent Transportation Sales Tax Program Remaining Funds, a change order for the relocation of the Historic Latrine for the Fort Fremont Interpretive Center, an Ordinance to appropriate \$2,506,069.00 from the South Beaufort County service area road impact fees for the US 278 safety improvements project across Jenkins Island with \$2,295,688.00 coming from the Hilton Head Island/Daufuskie Island road impact fees fund and \$210,381.00 coming from the Bluffton impact fees fund, a request for \$10,000 for the Hilton Head Island Concours D'elegance & Motoring Festival, Jenkins Island Safety Improvements Approval of Funding Not to Exceed \$35,000 for 3rd Party Engineering Services, a request for Qualifications for Coordinated Comprehensive Master Planning Services between Beaufort County and the Town of Port Royal, an Ordinance establishing the Finance Committee as the Internal Audit Committee and received an update on 2018 Boat and Watercraft Taxation.

Natural Resources Committee, Chairwoman Howard

Councilwoman Howard stated at the prior meeting they had a presentation from Adams Outdoor Advertising and discussed all of the ordinances that came forward tonight.

Public Facilities Committee, Chairman Flewelling

Councilman Flewelling stated he was not able to have a PF meeting on September 18th with the failure of the finance committee to raise a quorum and not wanting to make council members stay around for 2 hours in order to attend his. He plans to discuss Jenkins Island Safety Improvements at his next scheduled meeting.

Governmental Committee, Chairman Sommerville

Vice-Chair Sommerville stated they had a great meeting that afternoon and thanked the Mayors and their representatives their time and effort. He stated they are going to create a LOST subcommittee.

Upcoming Meetings

Finance (October 7, 2019)

Public Facilities (October 7, 2019)

Executive (October 14, 2019)

CITIZEN COMMENTS

Mike Garrigan, representative of Jenkins Island Residents, stated he is confused as to what took place this evening. Councilman Flewelling stated he would talk to him before executive session.

EXECUTIVE SESSION

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment to go into executive session. The vote: YEAS: Councilman Hervocho, Councilman Flewelling, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman Lawson, and Councilman Dawson. The motion passed 9-0.

ADJOURNMENT

The meeting adjourned at 8:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
CAUCUS

Monday, October 14, 2019

5:00 p.m.

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

ATTENDANCE

Present: Chairman Stu Rodman, and Council Members York Glover, Alice Howard, Lawrence McElynn, Chris Hervocho, Michael Covert, Gerald Dawson, Mark Lawson and Brian Flewelling.

Absent: Paul Sommerville and Joe Passiment

CALL TO ORDER

Chairman Rodman called the meeting to order at 5:35 p.m.

PLEDGE OF ALLEGIANCE

[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]

APPROVAL OF AGENDA

Chairman Rodman asked for a motion to approve the agenda.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert that Council approve the agenda. The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Lawson, Councilman Dawson, Councilman Hervocho and Councilman Covert. The motion passed unanimously 9-0.

CITIZEN COMMENTS

No citizens came forward.

EXECUTIVE SESSION

Chairman Rodman asked for a motion to go into Executive Session.

Motion: It was moved by Councilman Covert, seconded by Councilman Flewelling that Council go into Executive Session to discuss the proposed purchase of property and issues incident thereto (Pineview Fee Simple), incidents to proposed contractual negotiations and the proposed sale of real property (St. James Baptist Church), receive legal advice regarding Hampton Lakes Property,

and to receive legal advice regarding status of Retiree Litigation. The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Lawson, Councilman Dawson, Councilman Hervochoch and Councilman Covert. The motion passed unanimously 9-0.

ADJOURNMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION**

October 14, 2019

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

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

Attendance

Present: Chairman Stu Rodman, and Council Members Paul Sommerville, Chris Hervochon, Alice Howard, York Glover, Lawrence McElynn, Brian Flewelling, Michael Covert, Gerald Dawson and Mark Lawson

Absent: Joseph Passiment

CALL TO ORDER

Chairman Rodman called the meeting to order

PLEDGE OF ALLEGIANCE AND INVOCATION – Councilman Mark Lawson

FOIA COMPLIANCE

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

APPROVAL OF AGENDA

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert to approve the agenda. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 10-0.

PROCLAMATIONS

A. World Polio Day- Presented to Rotary by Councilwoman Howard

B. Anti- Bullying Awareness- Presented to Beaufort County School District Teachers by Councilwoman Howard

C. Penn Center Heritage Days- Postponed

D. Red Ribbon Week- Presented to Young Marines by Councilman McElynn

APPROVAL OF MINUTES

Chairman Rodman asked for a motion to approve the minutes from the September 9, 2019 County Council meeting.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Dawson that Council approve the September 9, 2019 County Council meeting minutes. The vote: YEAS: Councilman Hervochoon, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Lawson, and Councilman Dawson. The motion passed 10-0.

CITIZEN COMMENTS

Herbert Glaze – spoke about item 11A. Rezoning request to build 40 additional units for affordable housing. Community is not in favor.

LP Bryan- Item 11A. The horrible traffic around the schools off of Broad River Road and in the area for the additional units for affordable housing. Not in favor.

Wendy- Item 11A. Approve the rezoning. It is a favorable area for the rezoning for affordable housing.

Angela Childers, Director of Beaufort Housing Authority- agreeing with the rezoning for affordable housing.

Against the internal financial committee.

ADMINISTRATOR'S REPORT

County Administrator Ashley Jacobs spoke about Beaufort County being awarded the Certificate of Achievement for Excellence in financial reporting from the government finance officers association for the fiscal year 2018 comprehensive annual financial report. The certificate of achievement is the highest form of recognition in the area of governmental accounting and financial reporting and it is a significant accomplishment by a government and its management. Additionally, this is the tenth year in a row that we have received the Certificate of Achievement. Senator Davis came before the council and asked that Beaufort and Jasper county to partner up on storm water monitoring related to the able recycling facility in Jasper county. Our storm water department has been working in coordination with South Carolina DHEC, EPA, and the Savannah

River keeper and we have been monitoring the outfall coming underneath highway 170. The current bacterial levels and E. coli concentrations are lower than previous samples but we will continue to monitor this location with our partners. Also Senator Davis' suggestion was for Beaufort County to partner with Jasper County to submit an application to South Carolina DHEC for a grant to develop a watershed protection plan for the Cheechessee river. The proposed project will focus on both counties.

Beaufort County EMS has received a grant from South Carolina DHEC for over \$15,000.00. We will use those funds to buy two machines that will securely dispense controlled medication.

Lady's Island Fire Department wrote a letter commending our public works team.

CHAIRMAN'S MINUTES

Chairman Rodman commended emergency management on the hurricane drill on how smoothly the drill was run compliments of Sheriff Tanner.

Jenkins Island Improvement project; at our executive committee we voted to proceed with an ordinance to fund the difference between the bid cost and what we have available. There will be three things that will happen over the next two months. 1) three readings for funding 2) the contract itself 3) the administration that stood up with engineering efforts, the county, town, SCDOT, hired independent engineer and asked for a windmill harbor engineer to be involved. Their task is to find opportunities to solve the safety issues in a less expensive way.

CONSENT AGENDA

A. Items Originating from the Finance Committee – Councilman Hervochon

- 1. First Reading of an Ordinance establishing the Finance Committee as an internal Audit Committee**
- 2. Consideration of a Resolution authorizing the County Administrator to execute the necessary documents and to partner with the City of Beaufort to purchase a fifty percent (50%) interest in a parcel of land known as r100 024 000 0410 0000 and also known as the Gray Family Property**
- 4. Consideration of a Resolution authorizing an exemption of property from Ad Valorem Taxation.**
- 5. Consideration of a Resolution approving the expenditure of the 2006 1 Cent Transportation Sales Tax Program Remaining Funds**
- 6. Approval of Qualifications for Coordinated Comprehensive Master Planning Services between Beaufort County and the Town of Port Royal**

Motion: It was moved by Councilman Fluellin, seconded by Councilman Hervochoon that Council approve the consent agenda only items 1,2,4,5, & 6. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochoon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

Motion: It was moved by Councilman Sommerville, seconded by Councilman Glover for Consideration for a modification of the Resolution authorizing the County Administrator to execute the necessary documents for the purchase of approximately 110 acres of real property know as tax map serial number r200 010 000 0170 0000 and also known as Pineview with the addition of restricted convenient for conservation and passive recreation as presented in executive session. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochoon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0

3. Consideration of a Resolution authorizing the County Administrator to execute the necessary documents for the purchase of approximately 110 acres of real property known as tax map serial number r200 010 000 0170 0000 also known as Pineview as modified by amendment.

Motion: It was moved by Councilman Sommerville, seconded by Councilman Glover for the approval of the consent agenda item 3 as modified. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochoon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed as modified 10-0

PUBLIC HEARINGS

A. Public Hearing and Third Reading of an Ordinance to terminate the lease agreement on the “Lucky” Property.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to terminate the lease agreement on the “Lucky” Property The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochoon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0

B. Public Hearing and Second Reading of an Ordinance authorizing the sale of property known as Bob Jones Field or Bob Jones Park.

Discussion:

Councilman Flewelling: The field is adjacent to a private church school and that school wishes to obtain the property to reconstruct the building that they are in on that property and forming a

baseball field on the current property that their structure is on. Negotiated and the City of Beaufort is in agreement.

Mr. Keaveny: Gibson/Solomon's asked if council would reconsider line "If Holy Trinity decides to leave its current location after expanding the footprint of the school onto the field so that the field can no longer be used as a recreational facility, it agrees to pay beaufort County the full appraised value (land and improvements) of \$444,000.00" Would Council consider limiting that requirement to 20 years. If considered it would read; If, within 20 years of the date of sale, Holy Trinity decides to leave its current location... and the rest would remain exactly as it is.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to amend the ordinance authorizing the sale of the property known as Bob Jones Field or Bob Jones Park, by adding the considered terms; "within 20 years of the date of sale, Holy Trinity decides to leave its current location" The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

Motion: It was moved by Councilwoman Howard, seconded by Councilman Flewelling to approved the amended ordinance authorizing the sale of the property known as Bob Jones Fields or Bob Jones Park. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

C. Public Hearing of an Ordinance to adopt an amended and restated development agreement for River Oaks at Okatie Village.

Chairman Rodman opened the floor for public comment

Mr. Lassiter, resident on Cherry Point Rd, stated he is not in agreement with the development for River Oaks.

Ms. Scott, resident in Cherry Point, also is not in agreement with the development for River Oaks.

Mr. Duggan, resident in Cherry Point, not in agreement with the development for River Oaks.

Chairman Rodman Closed public comment.

D. Public Hearing and Second Reading of an Ordinance authorizing the County Administrator to execute the Brewer Memorial park 2019 joint ownership agreement and operating policy with the Beaufort County Open Land Trust

Chairman Rodman opened the floor for public comment

No one came forward.

Chairman Rodman closed public comment.

Motion: It was moved by Councilwoman Howard and seconded by Councilman Flewelling to approve the Second Reading of an Ordinance authorizing the County Administrator to execute the Brewer Memorial Park 2019 joint ownership agreement and operating policy with the Beaufort County Open Land and Trust. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervocho, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

E. Public Hearing and Second Reading of an Ordinance authorizing the execution of a declaration of restrictive covenants located at 75 Confederate Avenue, also known as Bailey Memorial Park.

Chairman Rodman opened the floor for public comment

No one came forward.

Chairman Rodman closed public comment.

Motion: It was moved by Councilman Flewelling and seconded by Councilwoman Howard to make an amendment to the base restrictive covenants that are already in place today, the amendment would direct the administration to acquire language regarding additional properties to be added to the base restrictive covenants on 75 Confederate Avenue, also known as Bailey Memorial park. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervocho, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

Main Motion: It was moved by Councilman Covert and seconded by Councilman Flewelling to adopt the amended Second Reading of an Ordinance authorizing the execution of a declaration of restrictive covenants located at 75 Confederate Avenue, also known as Baily Memorial Park. The vote: YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervocho, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

F. Public Hearing and Second Reading of a new Rural and Critical Lands Ordinance

Chairman Rodman opened the floor for public comment

Ricky Parker, Coastal Conservation League- ordinance has 3 positive and significant changes 1) established quarterly review process 2) Pool of eligible applicants for rural and critical land dollars have been expanded. Would like a suggested change to not allow an Environmental Advocacy Organization to apply for funding 3) commend the 2/3 vote of council for any sale, swap or condemnation of any property.

Chuck Newton, Chairman Sea Island Corridor Coalition- FOIA, transparency compliance issues, public information discussed only during executive session meetings.

Joe Barth, Owner of Highway 21 Drive In- FOIA, transparency compliance.

Chairman Rodman closed public comment.

Motion: It was moved by Councilwoman Howard, seconded by Councilman Flewelling for the Second Reading of a new Rural and Critical Land Ordinance. YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Lawson. The motion passed 9-1.

G. Public Hearing and Second Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290)

Chairman Rodman opened the floor for public comment

No one came forward.

Chairman Rodman closed public comment.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard for the Second Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290). The Vote YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 10-0.

ACTION ITEMS

A. Third Reading of an Ordinance regarding a Northern Beaufort county map amendment (change the zoning of the property from C3-NMU to C5-RCMU)

Discussion: Eric Greenway: Presented Zoning Map. The owners of a 10.69- acre parcel located on the north side of Broad River Boulevard approximately 1,200 feet west of the intersection with US 21 (Parris Island Gateway) is requesting to change the zoning of the property from C3-NMU to C5-RCMU. The owner is interested in developing multi-family affordable housing on the property. C3-NMU limits the maximum number of dwellings and the maximum height of the

dwelling. This zoning amendment has the potential to foster the development of affordable housing in a centrally located area with relatively close proximity to employment, school, and retail.

Motion: It was moved by Councilman Dawson to deny the Third Reading of an Ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU). No second. Motion Denied

Motion: It was moved by Councilman Dawson, seconded by Councilwoman Howard to extend meeting past 8:00 p.m. The Vote. YEAS: Councilman Rodman, Councilwoman Howard, Councilman Dawson, and Councilman Lawson. The motion denied 4:6.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to approve the Third Reading of an Ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU) The Vote. YEAS: Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Flewelling, Councilman Covert, and Councilman Lawson. The motion passed 8-2.

COMMITTEE REPORTS

Upcoming Meetings

1. Vice-Chairs Committee (October 21, 2019)
2. Community Services (October 21, 2019)
3. Natural Resources (October 21, 2019)
4. Governmental (October 21, 2019)

Councilman McElynn, Community Services:

Informational Items will be. Construction projects and site updates for the Beaufort County Board of Disabilities and Special Needs Department. Reports on Bostick Circle and 1604 Dean Lane in Beaufort. Action Item will be approval of the contract to purchase two vans for the Beaufort County Board of Disabilities and Special Needs Department in the amount of \$110,000.00. Approval for the Beaufort County Library System to use the impact fees in the amount of \$44,000.00 for the purpose of funding architectural engineering services for the partial interior renovation of the children's area in the Bluffton Branch based on the completed Library interior space study. Resolution being proposed for consideration by County Council to support the efforts of the South Carolina general assembly to authorize a hate crime bill for South Carolina

Councilwoman Howard, Natural Resources Committee:

Camp Saint Mary's, discussing the existing buildings there. Planning Bid for White Hall will be presented. Phase II funding request for public access in passive parks. Possibly text amendment regarding septic issue and density on Lady's Island. Appoint a new member to the Beaufort County Metro Commission.

Ribbon cutting at TCL in Bluffton at 4:00 pm October 15, 2019

Public meeting with Councilman Glover at 6:00 pm October 15, 2019

Citizen Comments:

Skip Hogland spoke regarding transparency issues

The meeting adjourned at 8:35 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.

Council Committee:

Beaufort County Council

Meeting Date:

November 18, 2019 County Council Meeting

Committee Presenter (Name and Title):

Robert Merchant, AICP, Deputy Director, Community Development Department

Issues for Consideration:

The amendment would do the following in the Lady's Island Community Preservation (LICP) and the Lady's Island Expanded Home Business District (LIEHB) Districts:

- Limit minimum lot size for minor subdivisions (4 lots or fewer) to ½ acre.
- Limit density of major subdivisions (greater than 4 lots) that are served by on-lot septic systems to one dwelling unit per 2 acres.

Points to Consider:

This amendment was initiated by the Beaufort County Community Development Department to implement one of the recommendations of the Lady's Island Plan.

Funding & Liability Factors:

None

Council Options:

Approve or disapprove

Recommendation:

Approve zoning text changes as submitted.



MEMORANDUM

To: Natural Resources Committee – Beaufort County Council
From: Robert Merchant, AICP, Deputy Community Development Director
Subject: Text amendment to the Lady’s Island Community Preservation District (LICP) and the Lady’s Island Expanded Home Business District (LIEHB) to limit residential density to developments not located on public sewer (Appendix A, Division A.2 and A.3).
Date: October 21, 2019

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2019-01
Applicant: Community Development Department
Proposed Text Change: Amend Appendix A of the Community Development Code to limit residential density when public sewer is not available in the Lady’s Island Community Preservation District (LICP) and the Lady’s Island Expanded Home Business District (LIEHB).

B. SUMMARY OF REQUEST. Both the Community Preservation District and the Expanded Home Business District on Lady’s Island allow residential development of up to three dwelling units per acre to occur with no requirement to tap into public sewer. This amendment would limit residential density in these districts to one dwelling unit per two acres for development served by on-lot septic systems. The purpose of the proposed amendment is to manage growth on Lady’s Island by encouraging more orderly development patterns. This amendment also promotes environmental health by limiting the proliferation of on-lot septic systems on small lots.

The amendment would do the following in the LICP and LIEHB Districts:

- Limit minimum lot size for minor subdivisions (4 lots or fewer) to ½ acre.
- Limit density of major subdivisions (greater than 4 lots) that are served by on-lot septic systems to one dwelling unit per 2 acres.

The minimum lot size for minor subdivisions provides flexibility for owners of small properties without public sewer access. These owners would otherwise not be permitted to subdivide their properties if an outright density restriction of 1 dwelling unit per 2 acres were applied.

The proposed amendment is consistent with Subsection 6-29-720(B) of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, which requires regulations to be uniform for each class or kind of building, structure, or use throughout each zoning district. The uniformity requirement has exceptions that are outlined in Subsection 6-29-720(C) that include such zoning and planning techniques as cluster development, floating zones, performance zoning, planned development districts, overlay zones, conditional uses, and priority investment zones. This proposed amendment falls under the category of conditional use which specifies conditions that must be met to develop single-family detached subdivisions.

C. LADY’S ISLAND PLAN. This proposed amendment is specifically recommended in the Lady’s Island Plan as one component of an overall growth management strategy for the island. The plan raised concern that the amount of growth that could happen under current policies and regulations could exceed the capacity of infrastructure and natural systems on the island. The plan offers the following framework for growth management on Lady’s Island:

1. Match provision of sewer or septic to development density.
2. Consider policies and regulations to limit fill dirt.
3. Consider establishment of a Sea Level Rise Overlay Zone.

4. Modify the growth boundary.
5. Monitor growth trends to ensure infrastructure concurrency.
6. Purchase land and conservation easements.
7. Consider other growth management tools.

The Community Development Department is currently working with other local governments and stakeholders to address other items in the list above.

D. ANALYSIS: Sec. 7.7.30(C). Code Text Amendment Review Standards. The advisability of amending the text of this Development Code is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan:

The proposed amendment is consistent with the goal of the Comprehensive Plan to maintain a distinct regional form of compact urban and suburban development surrounded by rural development for the purpose of reinforcing the valuable sense of unique and high quality places within the region (Land Use Element pg. 4-1). Also, Beaufort County should not target the expansion and location of new regional sewage collection and transmission facilities in rural areas except where a documented public health or environmental safety issue has been identified (Community Facilities Element pg. 11-51). Finally, this amendment implements a key growth management recommendation in the Lady's Island Plan.

2. Is not in conflict with any provision of this Development Code or the Code of Ordinances:

The proposed change does not conflict with any other provisions of the Community Development Code or Code of Ordinances.

3. Is required by changed conditions: Not Applicable

4. Addresses a demonstrated community need: The Lady's Island Plan expresses the need for a clearly defined and coordinated pattern of growth that respects the capacity of the island's infrastructure, public services, and natural resources, including emergency evaluation needs (pg. 31). This amendment would address that need by limiting the density of single family development which will help to establish a more orderly growth pattern.

5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County: This amendment is consistent with the intent of the LICP and LIEHB districts. It is the intent of the LICP to guide residential development in such a manner as to encourage and plan for the availability of public services and infrastructure, and this amendment would align with that purpose. The same standards should be adopted in the LIEHB, as development in this district must blend into and maintain the residential fabric of the area.

6. Would result in a logical and orderly development pattern: See response to Item 4 above.

7. Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment: The proposed amendment would not result in adverse impacts on the natural environment.

E. RECOMMENDATION: Staff recommends approval.

F. METRO PLANNING COMMISSION (MPC): This text amendment was reviewed by the Metro Planning Commission at their August 19, 2019 meeting where they unanimously voted to support the staff recommendation.

G. BEAUFORT COUNTY PLANNING COMMISSION: This text amendment was reviewed by the Beaufort County Planning Commission at their October 7, 2019 meeting where they unanimously voted to support the staff recommendation

H. ATTACHMENTS:

- Proposed changes to the CDC
- Map of Impacted Zoning Districts

Lady’s Island Community Preservation (LICP)

A.2.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.2.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

M. Single-family detached, single-family cluster, and duplexes

1. Major Subdivisions
 - a. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.2.60.A.
 - b. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.
2. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.2.60.A.
3. Single-family clusters (see Table A.3.40.A) and duplexes (see Subsection 5.1.90) are required to be served by public sewer.

A.2.60 Development Standards

Table A.2.60.A Open Space and Density Standards

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40
Other Permitted Uses	35%	n/a	n/a	OS	10,000 SF

Table A.2.60.B Lot and Building Standards

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Single-family without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Single-family	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet

Lady's Island Expanded Home Business (LIEHB)

A.3.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.3.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

G. Single-family detached, single-family cluster, and duplexes

1. Major Subdivisions
 - a. With public sewer. Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.3.60.A.
 - b. Without public sewer. Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.
2. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.3.60.A.
3. Single-family clusters (see Table A.3.40.A) and duplexes (see Subsection 5.1.90) are required to be served by public sewer.

A.3.60 Development Standards

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
<u>Single-family without sewer</u>	<u>20%</u>	<u>0.5</u>	<u>0.5</u>	<u>OS</u>	<u>0.5</u>
Single-family <u>with sewer</u>	20%	2.0	3.0	<u>OS P</u>	1
Single-family Cluster	35%	2.2	3.2	<u>OS P</u>	5
Duplex	35%	3.0	3.7	<u>OS P</u>	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
<u>Residential without sewer</u>	<u>21,780 SF</u>	<u>100 feet</u>	<u>20 feet</u>	<u>15 Feet</u>	<u>20 Feet</u>	<u>35 Feet</u>
Residential <u>with sewer</u>	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet
Non-Residential	10,000 SF	60 Feet	30 Feet	10 Feet	20 Feet	35 Feet



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Mr. David Hornsby Transportation Impact Fee Credit Request

Council Committee:

Council

Meeting Date:

November 18th, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

Section 82.88.-Credits (a) of the Beaufort County Code of Ordinances provides that any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP. Section 82.88. -Credits (b) (2) provides that a "Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County." These credits must be approved by the County Council (see attached). In 2016 Mr. Hornsby was notified by the City of Beaufort's Technical Review Committee that his Traffic Impact Analysis for the Phase I construction of Home 2 Suites by Hilton, located at the intersection of Trask Parkway, Parris Island Gateway and County Shed Road, was acceptable so long as he platted " an access easement for the driveway that connects County Shed Road to US21..." (See Attached). Mr. Hornsby is requesting that the County authorize an impact fee credit equal to the cost of construction.

Points to Consider:

These improvements are not detailed in the Beaufort County CIP, as a system improvement ,as required by Section 82.88 of the Impact Fee Ordinance even though some relief at the Trask Parkway, Parris Island Gateway, and County Shed Road intersections may occur for individuals entering and exiting the site.

The recommendation from A&R Engineering was that off-site improvements not be required "... but that sufficient access from the property be provided to other routes for use during peak hours...". The platted access easement was an apparent solution to achieve this recommendation.

The access easement to connect County Shed Road to Hwy. 21 (Trask Parkway) and a decel lane on Trask Parkway, at the curb cut for the platted easement was installed at a cost to the developer of \$231,000.

Funding & Liability Factors:

The request approved credits against future transportation impact fee collections for the Tru Hotel being constructed at the intersection of Hwy. 21 and Parris Island Gateway. There is no funding issue since the credit simply cancels the amount owed by the developer to the county for the Tru Hotel construction.

Council Options:

Approve the Credit in the amount of \$60,882.84 as recommended by the Public Facilities Committee at the November 4, 2019 meeting.
Reject the recommendation by Public Facilities, Deny the request and require the payment of the impact fees.

Recommendation:

The Public Facilities Committee, on a vote of 5 in favor and 4 opposed, approved the credit in the amount of \$60,882.84 at the November 4, 2019 meeting.



WILLIAM PROKOP
City Manager

LIBBY ANDERSON
Director of Planning
and Development Services

CITY OF BEAUFORT
DEPARTMENT OF PLANNING
AND DEVELOPMENT SERVICES
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7011
FAX (843) 986-5606
www.cityofbeaufort.org

August 1, 2016

Mr. David Hornsby
P.O. Box 2324
Beaufort, SC 29901

RE: Hotel Development Traffic Impact Analysis

Dear Mr. Hornsby:

The City of Beaufort Technical Review Committee (TRC) has reviewed the response to the DOT comments regarding the Traffic Impact Analysis (TIA) for the hotel at the corner of Trask Parkway and Parris Island Gateway, dated March 10, 2016. It is the understanding of the TRC that the property will be developed in Phases. Phase 1 is the development of the Home2 by Hilton hotel, which will have one access on US 21 and one access on County Shed Road. The TRC has approved the TIA for Phase 1 with the following conditions:

- An access easement be platted on the driveway that connects County Shed to US 21. This will allow vehicles currently using County Shed Road to avoid the County Shed/Parris Island Gateway intersection and exit directly onto US 21.
- Wayfinding signage shall be approved and installed in the development to help ensure that drivers heading east and west use the US 21 access, not the County Shed access.
- Before any additional development is approved for the site, an updated traffic impact report shall be prepared. The intention is that any mitigation actions needed at the intersection of Parris Island Gateway and County Shed Road be evaluated and approved by the City's Technical Review Committee (as required by our ordinance) in conjunction with County transportation staff and DOT.

Please contact me with any questions. I can be reached at (843) 525-7014, or lkelly@cityofbeaufort.org.

Thank you for your patience and cooperation during the review process.

Sincerely,

Handwritten signature of Lauren Kelly in cursive script.

Lauren Kelly
Project Development Planner

cc: Joshua Johnson, DJ Desai



A&R Engineering Inc.

2160 Kingston Court, Suite O
 Marietta, GA 30067
 Tel: (770) 690-9255 Fax: (770) 690-9210
 www.areng.com

Memorandum

To: Libby Anderson, Planning Director, City of Beaufort
 Date: March 10, 2016
 Subject: Response to Comments Received for the Proposed Hotel Development on US 21 TIS

The purpose of this memorandum is to address comments received from the City of Beaufort Technical Review Committee (TRC). These comments address the Traffic Impact Analysis dated February 2016 submitted by A&R Engineering for the Proposed Hotel Development on US 21 and are as follows:

1. The proposed right-in/right-out access onto Parris Island Gateway shall include a raised concrete median in the right-of-way (ROW) of the road to prevent left turns. Experience with other projects has shown that a concrete island in the driveway is not sufficient to prevent this movement. A physical barrier to prevent left turns is particularly important at this busy intersection. A raised median may be able to be constructed in the Parris Island Gateway ROW without moving curbs, if a multi-purpose path was constructed on the Parkers' property to replace the widened outside curb lanes and the existing sidewalk. It may be possible to partner with SC DOT on this project as part of their work in constructing the right-turn lane on Trask Parkway.
2. Mitigation of the Level of Service (LOS) F condition at the intersection of County Shed Road and Parris Island Gateway must be explored. The stop delay at this intersection is expected to increase from 318 seconds to 602 seconds. Mitigation of this situation is required. There may be several ways to mitigate, or partially mitigate, this condition. The engineer should study several alternatives and provide a recommendation on the feasibility and benefit of each alternative.

A&R Engineering concurs with the first comment to use a raised island to prohibit illegal left turns at the proposed right-in / right-out driveway. In response to the second comment regarding the intersection of County Shed Road at Parris Island Gateway, we would offer the following:

The operations on County Shed Road at Parris Island Gateway are shown to operate with high delays (Level-of-service "F") in the Existing and Future No-Build conditions, prior to added traffic from the proposed development. The side-street approach and mainline left turn delays are shown in Table 1, below.

TABLE 1 — INTERSECTION OPERATIONS FROM TIS

US 21 (Parris Island Gtwy) @ County Shed Rd	Existing 2016			Future No-Build 2025			Future Build 2025		
	AM	MID	PM	AM	MID	PM	AM	MID	PM
-Eastbound Approach	D (33.1)	D (27.7)	F (128.3)	E (48.2)	E (37.2)	F (318.5)	F (64.8)	E (43.7)	F (601.9)
-Westbound Approach	C (20.3)	C (23.2)	F (64.7)	C (24.9)	D (28.9)	F (*)	D (30.1)	D (34.4)	F (*)
-Northbound Left	A (9.0)	A (9.0)	B (10.4)	A (9.3)	A (9.2)	B (11.0)	A (9.5)	A (9.4)	B (11.5)
-Southbound Left	A (8.9)	A (8.5)	A (9.4)	A (9.2)	A (8.7)	A (9.8)	A (9.2)	A (8.8)	A (9.8)

* Results beyond range

The site is anticipated to add mostly right-out movements at this intersection as it has multiple alternative access points for its traffic. Research has shown the calculated values for TWSC delay in the HCM methodology increases more rapidly than the actual observed control delay once the total intersection approach volume increases above 2,000 vehicles per hour^{1,2}. While increased delays would be expected, it is feasible that the addition of 24 right-out movements and 7 left-out movements within an hour would not increase the average wait times by as much as 300 seconds as is indicated in the analysis.

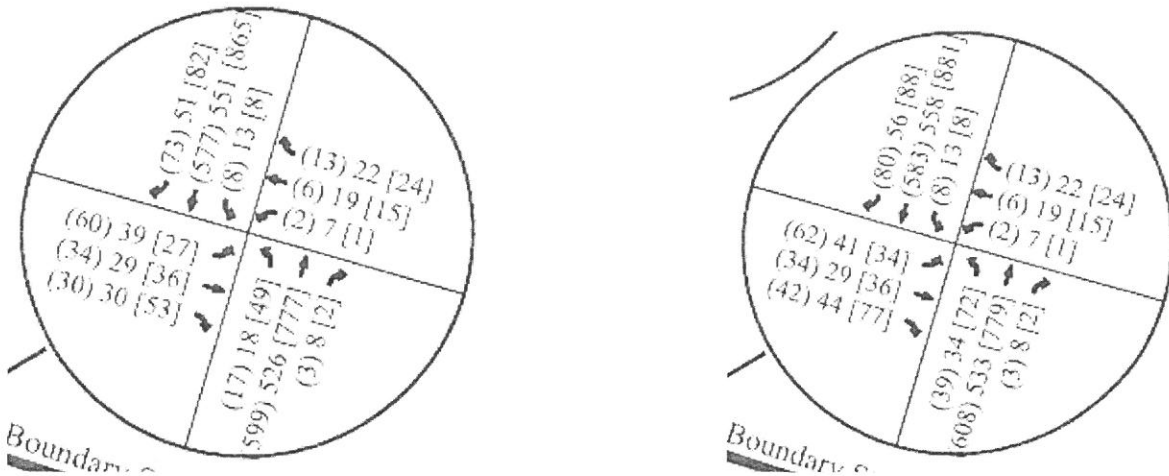


Figure 1 – Future 2025 No-Build Volumes (left) and Future 2025 Build Volumes (right)

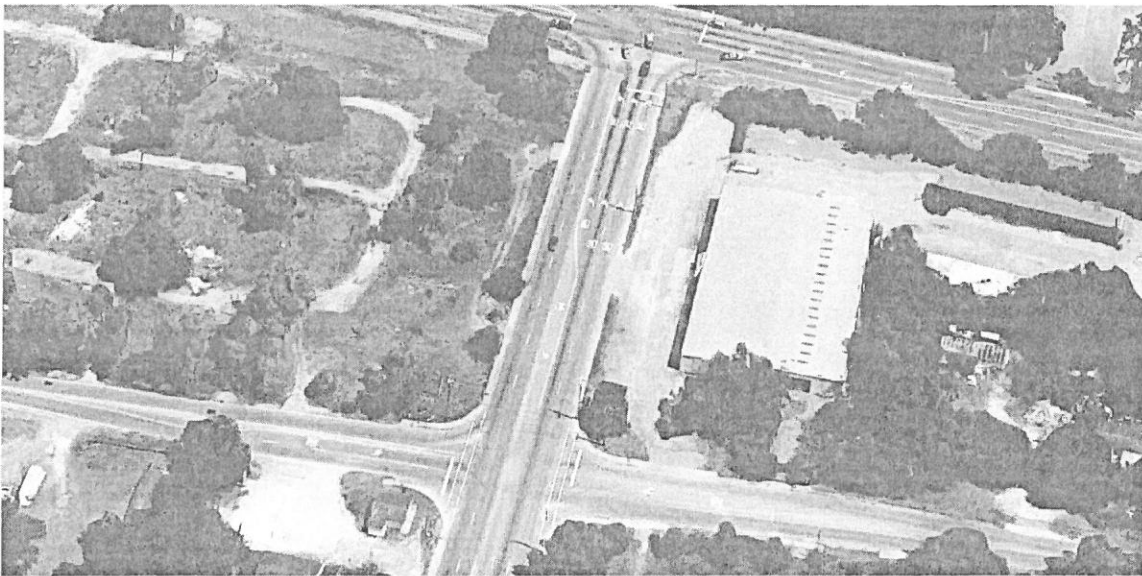


Figure 2 – Aerial of County Shed Road at US 21 (Parris Island Gateway)

¹ Preston, Erik. "Control Delay at High-Volume Two-Way Stop-Controlled Intersections with Two-Way Left-Turn-Lane Medians: Validation and Recommendations." TRB 85th Annual Meeting Compendium of Papers CD-ROM: January 22-25, 2006, Washington, D.C. Washington, D.C.: Transportation Research Board, 2006. Paper 06-2371

² Simpson, S., Matthias, J. 2000. "Validation of left-turn delay at two-way stop-controlled intersections." Transportation Research Record, 1710:181-188.

Regardless of the source, there is a sizable delay for the left and through movements from County Shed Road. For side-street stop-controlled intersections on arterial roadways such as this, there are a few options to consider for reducing these delays. These fall into the category of either (1) added traffic control to create gaps on the mainline for side-street turns or (2) prohibiting/redirection side-street movements at the intersection.

1. Signalization

This is not a recommended improvement because the spacing between this intersection and the nearby signal at US 21 (Trask Pkwy) is less than 500 feet, which is far below the desired spacing by SCDOT (1/4 mile). Furthermore there is a documented case of the queues for the northbound approach to US 21 (Trask Pkwy) extending beyond County Shed Road during peak periods, which could cause issues with signal operations.

2. Roundabout

This is not a recommended improvement due to the queuing issues noted under the signal improvement. Furthermore, there may not be sufficient right-of-way for a two-lane roundabout that would sufficiently serve heavy vehicle movements at the intersection.

3. Prohibit Movements

This is a feasible improvement; however, it may not be desirable to redirect the traveling public to mitigate delays. As the traffic in the area increases, it may be more advantageous to plan for added capacity on alternative routes that would serve those that are utilizing side-streets with less-than-desirable spacing from a major intersection.

4. Redirect Site Traffic

The site traffic can be provided sufficient alternative access points to other routes such that delays to County Shed Road during peak hours be reduced.

Recommendation

Our recommendation is that the property not be targeted to perform specific offsite improvements as part of its development, but that sufficient access from the property be provided to other routes for use during peak periods. This can be done through the following means:

- Sufficient access to both US 21 (Trask Parkway) and US 21 (Parris Island Gateway)
- Way-finding signage for visitors to the site to find the best routes for ingress / egress during periods of peak traffic
- Configuration of the site's internal circulation to ease ingress / egress to routes other than County Shed Road

ALPHA CONSTRUCTION

556 Tammy Dive

Ridgeland, SC 29936

Tel: 843-621-0368

TURNING LANE

1/18/19

Home 2 Suites
Beaufort, SC

Complete turning Lane per Plans

1. Erosion Control	\$2,500
2. Demolition of curb and misc. concrete and removal	\$6,500
3. Excavation of unsuitable fill and removal	\$4,500
4. Import of Suitable fill for roadway	\$24,000
5. Mass Grading of roadway	\$3,500
6. Fine Grading of Roadway	\$4,500
7. 12" graded aggregate Base Course	\$20,000
8. 18" curb, gutter Installed	\$15,000
9. 24" Concrete Gutter (Valley Swale)	\$5,500
10. Road Way Storm Drainage	\$31,000
11. Binder Course Asphalt	\$18,000
12. Super Pave Asphalt	\$30,910
13. Geo thermal Striping	\$8,000
14. Ditch Grading	\$2,500
15. Rip Rap for Storm Pipes	\$4,500
16. Hydro Seeding Ditches and Road Banks	\$2,500
17. Traffic Control	\$7,500

Total \$190,910

Overhead and Profit \$19,090

Total Cost \$210,000

Contractor to provide traffic control and flag men per SCDOT requirements. Contractor to also perform certain work at night per SCDOT requirements.

All Permits By Owner

All Bonds By Owner

No retainage will be held

Contractor Ernie Hallen

Owner 

ALPHA CONSTRUCTION

556 Tammy Dive

Ridgeland, SC 29936

Tel: 843-621-0368

Tunnel

4/04/18

Home 2 Suites
Beaufort, SC


Install Tunnel, Ramps, Retaining Walls and Associated Work

1. Erosion Control	\$9,000
2. Demolition of concrete path way and removal	\$30,500
3. Tunnel Earthwork(by Ashlind Contracting)	\$35,565
4. Stone Bed for Compaction	\$18,000
5. Storm Drain System for Tunnel(by Ashlind Contracting)	\$69,540
6. Temporary Rails of Trail Path(Install and Removal)	\$28,500
7. Temporary Signage for Trail Path Users	\$3,500
8. Retaining wall Footings	\$155,500
9. Retaining wall(Split face Block)	\$183,000
10. Tunnel Structure(Prefab/Assemble on Site)	\$35,000
11. Concrete Collars around Tunnel	\$8,500
12. Curb and Railing in Tunnel	\$17,500
13. Striping of pathway and tunnel	\$1,200
14. Grading of pathway	\$6,500
15. New Pathway Installation	\$78,000

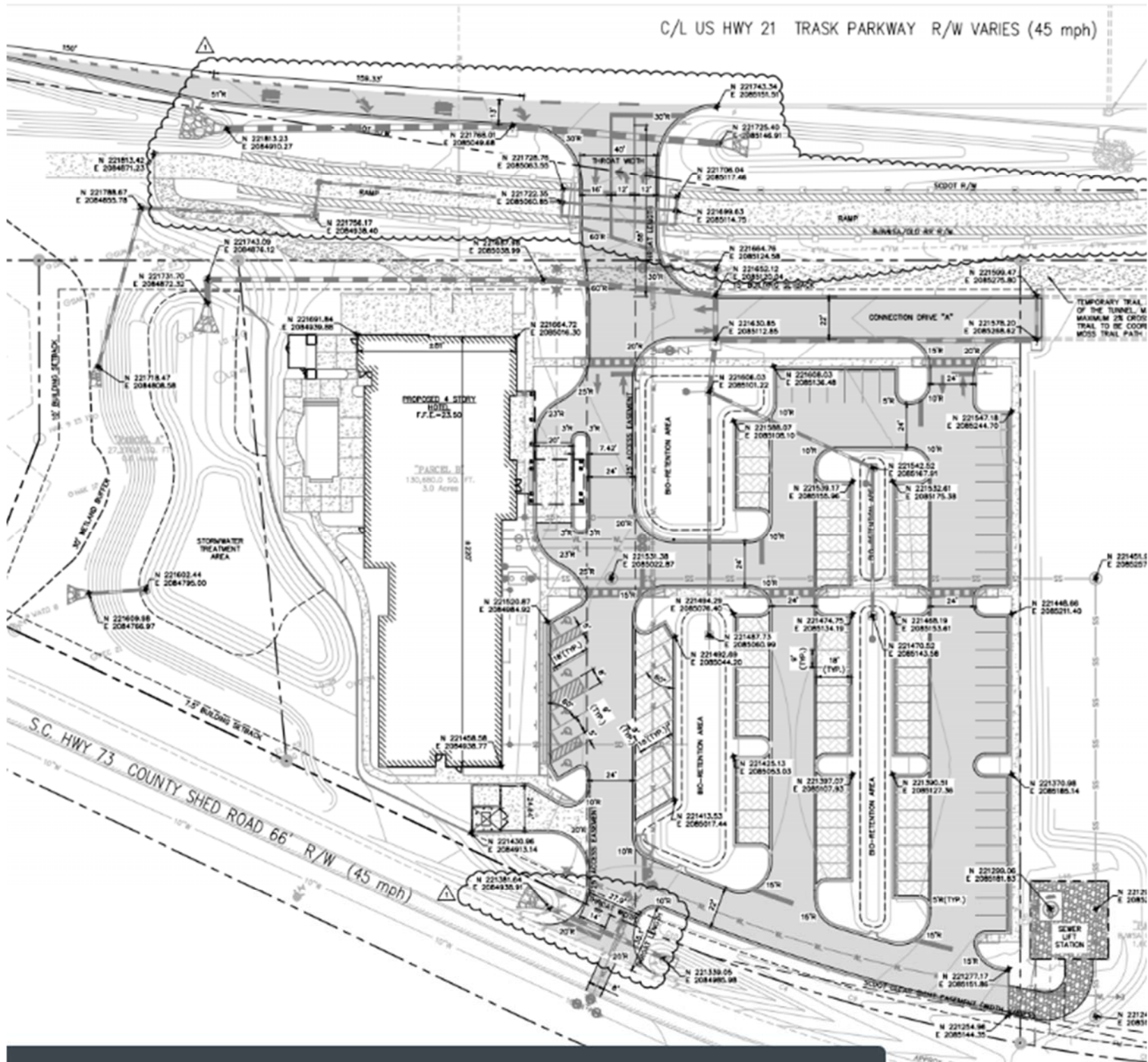
Total	\$679,805
Overhead and Profit	\$67,980
Total Cost	\$747,785

All Permits By Owner
All Bonds By Owner

Contractor Bernie Hallin

Owner 

C/L US HWY 21 TRASK PARKWAY R/W VARIES (45 mph)



Sec. 82-88. - Credits.

- (a) *[Credit Against Fees Due.]* Any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP.
- (b) *Valuation of Credits .*
 - (1) Credit for land dedication for ROW, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the fee payor.
 - (2) Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County.
 - (3) Contributions for road improvements shall be based on the value of the contribution or payment at the time it is made to the County.
- (c) *When Credits Become Effective .*
 - (1) Credits for land dedication for ROW shall become effective after the credit is approved by County Council pursuant to this section, a Credit Agreement/Development Agreement is entered into, and the land has been conveyed to the County in a form established by the County at no cost to the County and the dedication of ROW has been accepted by County Council.
 - (2) Credits for construction of road improvements shall become effective after the credit is approved by County Council, a Credit Agreement/Development Agreement is entered into and (a) all required construction has been completed and has been accepted by the County, (b) a suitable maintenance and warranty bond has been received and approved by the County, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County and State requirements. Approved credits for the construction of road improvements may become effective at an earlier date if the fee payor posts security in the form of a performance bond, irrevocable letter of credit, or escrow agreement and the amount and terms of such security are accepted by County Council. At a minimum, such security must be in the amount of the approved credit or an amount determined to be adequate to allow the County to construct the road improvements for which the credit was given, whichever is higher.
 - (3) Credits for contributions for road improvements shall become effective after the credit is approved pursuant to this section, a Credit Agreement/Development Agreement is entered into and the contribution is actually made to the County in a form acceptable to the County and has been accepted by County Council.
 - (4) Credits for contributions, construction or dedication of land for ROW for road improvements on the CIP shall be transferable within the same development for road impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this article are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County for registration.
 - (5) The total amount of the credit shall not exceed the amount of the road facilities development impact fees due and payable for the project.

- (6) The County may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct road improvements in the CIP, to the extent the fair market value of the construction of those road improvements exceed the obligation to pay road facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the road improvement(s) constructed.
- (7) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County. The Credit Agreement/Development Agreement shall specifically outline the contribution for road improvements, construction of road improvements or land dedication of ROW for road improvements, the time by which it shall be completed, dedicated, or paid, and any extensions thereof, and the value (in dollars) of the credit against the road facilities development impact fees the fee payor shall receive for the contribution, construction or dedication of ROW.

([Ord. No. 2006-24, 10-23-2006](#))

2019/ _____

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2019/32, FY 2019-2020 BEAUFORT COUNTY BUDGET, TO APPROPRIATE \$2,506,069 FROM THE GENERAL FUND TO COVER COSTS ASSOCIATED WITH THE JENKINS ISLAND SAFETY IMPROVEMENT PROJECT

WHEREAS, on June 24, 2019, Beaufort County Council adopted Ordinance No. 2019/32 which sets forth and establishes the County's FY 2019-2020 budget and associated expenditures; and

WHEREAS, in recent years there has developed safety concerns related to the intersection of Windmill Harbour's neighborhood entrance at US 278 which County Council has taken steps to address; and

WHEREAS, toward this end County Council previously appropriated up to \$7,400,000 to the Jenkins Island safety improvement project ("Project") to be funded out of the 2017 General Obligations Bond fund. The current available balance of the 2017 General Obligations Bond fund is \$7,181,363; and

WHEREAS, Beaufort County's Public Facilities Committee has reviewed bids for the Project and has recommended the County award the contract for the Project to the lowest bidder. However, the cost of the recommended contract, with 8 percent contingency, is \$9,687,431 which is greater than the amount Council previously appropriated for the project and also \$2,506,069 greater than the remaining balance of the 2017 General Obligations Bond. Nevertheless, Council finds that it is in the best interest of the health, safety and welfare of the citizens, residents and visitors of Beaufort County that Project move forward regardless of the additional cost and regardless of the lack of available funding through the 2017 General Obligations Bond. Accordingly, it believes supplemental appropriation from the general fund, to be reimbursed by a subsequent bond issue, is appropriate.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that Ordinance 2019/32, FY 2019-2020 Beaufort County Budget Ordinance, is hereby amended to provide \$2,506,069 in supplemental appropriations from the General Fund to be directed to the cost of the Jenkins Island safety improvement project.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman,
Chairman, Beaufort County Council

ATTEST:

Sarah W. Brock, J.D.
Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Council Committee:

Meeting Date:

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

APPLICATION



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



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

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

BOARDS AND COMMISSIONS

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

DATE: 6/11/2019 NAME: Richard H. Stewart

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 074450908

OCCUPATION: Business and investments

TELEPHONE: (Home) 843.441.1727 (Office) 843.521.9000 EMAIL: dstewart@303associates.com

HOME ADDRESS: 21 Straight Road, Okatie, STATE: sc ZIP CODE: 29909

MAILING ADDRESS: 4187 Spring Island Drive, Okatie STATE: sc ZIP CODE: 29909

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

ETHNICITY: Caucasian African American Other

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

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

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

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

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

Applicant's Signature:

Submit by Email

Richard H. Stewart
2015 Boundary Street, Suite 300
Beaufort, SC 29902
Tel 843.441.1727
Dstewart@303associates.com

June 11, 2019

Clerk to Council,
Beaufort County Council
Beaufort, SC 29902

Re: Application to serve on Parks and Recreation Board

Dear Clerk:

Please find enclosed my application to serve on Boards for Beaufort County. My first choice is Parks and Recreation. I am happy to serve in a county wide position. My experience has allowed me to know the entire county. Thank you for the opportunity to serve on this Board.

Please let me know if you would like to meet and how I might prepare for participation.

With cordial best wishes, I am,
Sincerely,



Richard H. Stewart

Dick Stewart

Married to: Sharon for 44 years; One Child: Two Grandchildren

Graduate: Beaufort High School

College: Mercer and Georgia Southern; MBA With Honors in Finance and MIS

Work: CEO – 303 Associates, Beaufort based real estate investment company.

Recent projects include: Student Housing for USCB and renovation of former Kmart space.

Ongoing projects include Beaufort Town Center; Port Royal Town Center plus activities in Georgia.

Funder and CEO of Grid Properties: Real Estate holding company with interest primarily in Georgia.

Board Member – Spartina Hospitality Management

Former Business activities:

Founder and CEO – Grid Towers based in Atlanta. Sold to American Tower.

Founder and CEO – Transit Communications. Venture Capital backed wireless company later sold to Nextel which was then sold to SPRINT.

Civic activities:

Currently: Board Member and Treasurer – Port Royal Sound Foundation.
Chairman – Higher Education Trust, Inc.

Previously:

Member - Beaufort County Council.

Board Chair - Beaufort Arts Council.

Board Chair – United Way

Board Chair – Beaufort Regional Chamber of Commerce

Board Member – Coastal Community Foundation

Board Member – Beaufort County Open Land Trust

Board Member – Economic Development Network

Member; Citizens for a four year University.

Member – Beaufort Rotary Club

Awards: Home Grown Champion: SC Department of Commerce

Economic Development Ambassador: SC Department of Commerce

Others

Dick Stewart – Summary Resume

June 2019

Married to: Sharon for 44 years; One Child: Two Grandchildren

Graduate: Beaufort High School

College: Mercer and Georgia Southern; MBA With Honors in Finance and MIS

Work: CEO – 303 Associates, Beaufort based real estate investment company.

Recent projects include: Student Housing for USCB and renovation of former Kmart space.

Ongoing projects include Beaufort Town Center; Port Royal Town Center plus activities in Georgia.

Fonder and CEO of Grid Properties: Real Estate holding company with interest primarily in Georgia.

Board Member – Spartina Hospitality Management

Former Business activities:

Founder and CEO – Grid Towers based in Atlanta. Sold to American Tower.

Founder and CEO – Transit Communications. Venture Capital backed wireless company later sold to Nextel which was then sold to SPRINT.

Civic activities:

Currently: Board Member and Treasurer – Port Royal Sound Foundation.
Chairman – Higher Education Trust, Inc.

Previously:

Member - Beaufort County Council.
Board Chair - Beaufort Arts Council.
Board Chair – United Way
Board Chair – Beaufort Regional Chamber of Commerce
Board Member – Coastal Community Foundation
Board Member – Beaufort County Open Land Trust
Board Member – Economic Development Network
Member; Citizens for a four year University.
Member – Beaufort Rotary Club

Awards: Home Grown Champion: SC Department of Commerce

Economic Development Ambassador: SC Department of Commerce

Others

Vaughn, Tithanie

From: Weitz, Kristina
Sent: Tuesday, November 5, 2019 9:09 AM
To: Vaughn, Tithanie
Subject: RE: Richard Stewart

Okay, I will update the home/mailling address after today's election and mail him a new card. Otherwise everything will be perfect for him.

Just a heads up, today is election day and I may not be able to get to the names you are emailing me very quickly but I will get them to you no later than 5 pm tomorrow.

Kris

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Tuesday, November 5, 2019 08:53
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: RE: Richard Stewart

I apologize we have Home address at

21 Spring Road Okatie

Mailing address
4187 Spring Island Drive Okatie

From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Monday, November 4, 2019 4:51 PM
To: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Subject: RE: Richard Stewart

The address for Richard Stewart that we have is:

4187 Spring Is
Okatie, SC 29909

Respectfully,

Kristina Weitz
Voter Registration and Elections Coordinator

Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Drawer 1228
Beaufort, SC 29906 – Beaufort, SC 29901
Voice: (843) 255-6900 -- Fax: (843) 255-9429 -- Website:
<https://www.beaufortcountysc.gov/vote/> ***{PLEASE NOTE OUR NEW WEBSITE!!}***

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Monday, November 4, 2019 16:09
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Richard Stewart

Can you please check this applicant for verification

Richard Stewart
21 Straight Road
Okatie SC 29909

Voters # 074450908

Tithanie Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



APPOINTMENT

REAPPOINTMENT

CONFLICT OF INTEREST

RESIGNATION



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



Rec 4-12-18

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

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

BOARDS AND COMMISSIONS

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

DATE: 3/26/18 NAME: Constance S. Gardner

VOTER REGISTRATION NUMBER: 071468993 OCCUPATION: retired

TELEPHONE: (Home) (843) 522-8844 (Office) _____ EMAIL: cgardner1912@outlook.com

HOME ADDRESS: 10 Cole Dr STATE: SC ZIP CODE: 29907

MAILING ADDRESS: 10 Cole Dr STATE: SC ZIP CODE: 29907

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

ETHNICITY: Caucasian African American Other

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

If "yes", when does term expire? _____

If recommended by a Council Member, indicate name: York Glover

Once completed, please return this form **and a brief resume'** to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardsandcommissions@bcgov.net, or fax it to 843-255-9401. Applications without a brief resume' cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

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

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

Submit by Email

Applicant's Signature: Constance S. Gardner Date: 4/9/18

Constance S. Gardner

10 Cole Drive*

Beaufort, SC 29907*

(843) 522-8844*

(843)812-8844

Summary

Successful retired professional with 37years with the State of South Carolina. I'm a Beaufort County native, born in Port Royal. My early education was at Robert Smalls Elementary, Junior High and High School. Graduated in 1965

In my current part-time position at the Art Gallery I encounter a cross section people and feel I will be an asset.

I'm married to Roland J. Gardner, the mother of two daughters and two beautiful grandchildren.

Community Activities

Active member of the Old Fort Baptist Church Port Royal

Active member of Alpha Kappa Alpha Sorority, Nu Delta Omega Chapter Beaufort

Served on the Sorority's "Leadership Team" for Florida, Georgia and South Carolina

Currently serving as the Sorority's Rules Committee" chair (2015-2019)

Served on the Art Council Board (5years)

Served on Chamber of Commerce Board

Served on United Way Board (7years)

Served on Penn Center Board (4years)

Chaired the 1862 Gala for Penn Center

Employment

Charleston Rehabilitation Dept. Dorchester Rd

(2005-2006)

Was call back to the department to over see the operation of the Charleston office, with a staff of 25.

Area Supervisor, S C Vocational Rehabilitation Dept., Beaufort Office

I supervised 15 staff members; and the rehabilitation work center.

(1990-2005) Retired 2005

S C Rehabilitation Counselor (school)

(1980-1990)

S C Vocational Evaluator
(1974-1980)

Metropolitan Insurance,
1 Madison Ave. New York, New York
Insurance Adjuster
(1970-1973)

Beaufort County School District
7th/8th grade teacher
(1969-1970)

Education

Morris Brown College Atlanta, GA
Bachelor Science in Mathematic
1965-1969

Pepperdine University
Master of Art in Counseling
April 23, 1975

Rainey, Sue

From: Rainey, Sue
Sent: Thursday, April 12, 2018 3:58 PM
To: Weitz, Kristina
Subject: RE: Request to Verify Voter Registration and Council District

Thank you!

From: Weitz, Kristina
Sent: Thursday, April 12, 2018 3:58 PM
To: Rainey, Sue <suer@bcgov.net>
Subject: RE: Request to Verify Voter Registration and Council District

Everything is good for Ms. Gardner.

Regards,

Kristina Weitz

Voter Registration and Elections Coordinator

Board of Voter Registration and Elections of Beaufort County

Physical Address: 15 John Galt Road, Beaufort, SC 29906 | ***Mailing Address:*** Post Office Drawer
1228, Beaufort, SC 29901-1228

Telephone: (843) 255-6900 | ***Toll-Free Telephone:*** 1-866-851-VOTE (8683) | ***Fax:*** (843) 524-0617 or
(843) 255-9429

From: Rainey, Sue
Sent: Thursday, April 12, 2018 2:41 PM
To: Weitz, Kristina
Subject: Request to Verify Voter Registration and Council District

Hi Kris,

At your convenience, please verify:

Constance S. Gardner
10 Cola Drive
Beaufort, SC 29907
Council District 3
071468993

Thank you, Sue

Bennett, Ashley

From: Bennett, Ashley
Sent: Monday, April 16, 2018 9:09 AM
To: #COUNCIL
Subject: Boards and Commissions / Application / Constance Gardner
Attachments: SKM_C284e18041609270.pdf

Good morning,

Attached you will find an application from Constance Gardner who would like to serve on the Accommodations Tax Board.

Thank you,
Ashley



Ashley Bennett

Clerk to Council
COUNTY COUNCIL

(843) 255-2183 Work
abennett@bcgov.net

P.O. Drawer 1228
Beaufort, SC 29901

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

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

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official’s execution thereof to constitute conclusive evidence of

such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

**Project Burnt Church Distillery - Beaufort County
Ad Valorem Tax and FILOT Projections - 20 years**

Year	Year 1 Real Prop.	Year 2 Real Prop.	Year 3 Real Prop.	Year 1 Pers. Prop.	Year 2 Pers. Prop.	Year 3 Pers. Prop.	FILOT Millage	Ad Val Millage	Abate- ment	Ad Val Tax	FILOT	Savings	
	1,100,000	3,500,000	3,300,000	300,000	850,000	1,200,000	0.2343	0.2343	0.0580				
1	1,100,000			267,000			0.2343	0.2366	0.0586	24,341	19,217	5,124	
2	1,100,000	3,500,000		234,000	756,500		0.2343	0.2390	0.0592	98,028	78,591	19,437	
3	1,100,000	3,500,000	3,300,000	201,000	663,000	1,068,000	0.2343	0.2414	0.0598	169,661	138,218	31,443	
4	1,100,000	3,500,000	3,300,000	168,000	569,500	936,000	0.2343	0.2438	0.0604	162,461	134,584	27,877	
5	1,100,000	3,500,000	3,300,000	135,000	476,000	804,000	0.2343	0.2463	0.0610	155,340	130,950	24,390	
6	1,100,000	3,500,000	3,300,000	102,000	382,500	672,000	0.2343	0.2487	0.0616	159,200	127,316	31,884	
7	1,100,000	3,500,000	3,300,000	69,000	289,000	540,000	0.2343	0.2512	0.0622	177,415	123,682	53,733	
8	1,100,000	3,500,000	3,300,000	36,000	195,500	408,000	0.2343	0.2537	0.0628	194,993	120,048	74,944	
9	1,100,000	3,500,000	3,300,000	30,000	102,000	276,000	0.2343	0.2563	0.0634	191,604	116,794	74,810	
10	1,100,000	3,500,000	3,300,000	30,000	85,000	144,000	0.2343	0.2588	0.0641	190,049	114,699	75,350	
11	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2614	0.0647	191,385	114,362	77,023	
12	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2640	0.0654	193,299	114,362	78,937	
13	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2667	0.0660	195,232	114,362	80,870	
14	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2693	0.0667	197,184	114,362	82,822	
15	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2720	0.0673	199,156	114,362	84,794	
16	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2747	0.0680	201,147	114,362	86,786	
17	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2775	0.0687	203,159	114,362	88,797	
18	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2803	0.0694	205,190	114,362	90,829	
19	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2831	0.0701	207,242	114,362	92,880	
20	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2859	0.0708	209,315	114,362	94,953	
21	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2887	0.0715	211,408	127,842	83,566	
22	1,100,000	3,500,000	3,300,000	30,000	85,000	120,000	0.2343	0.2916	0.0722	213,522	171,834	41,687	
										Total	3,950,332	2,547,396	1,402,935
										NPV	2,225,354	1,478,929	746,425

Assumptions:

1. Estimated investments are as set forth above.
2. Ad valorem taxes and FILOT payments are a product of the property value, assessment ratio, and millage rate.
3. The value of real property is assumed to remain constant at its cost.
4. The value of personal property is its cost less statutory depreciation of 11% per year (to a maximum of 90%).
5. The value of furniture and fixtures is cost less statutory depreciation of 10% per year (to a maximum of 90%).
6. The assessment ratio is 10.5% for ad valorem taxes and 6% for FILOT payments.
7. The millage rate for FILOT purposes is fixed at 234.3 mills for 20 years.
8. The initial ad valorem millage rate is 234.3 mills, with 1% annual growth assumed.
9. Ad valorem taxes are eligible for an abatement that reduces the millage rate for five years.
10. The initial abatement is 58 mills, with 1% annual growth assumed.
11. Special source revenue credits reduce the FILOT payments as listed above.
12. Net present values are calculated using a discount rate of 5%.

FEE AGREEMENT

Between

BEAUFORT COUNTY, SOUTH CAROLINA

and

BC DISTILLERY HOLDINGS LLC

Dated as of _____, 2019

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of _____, 2019 by and between BEAUFORT COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Beaufort County Council (the “County Council”) as the governing body of the County, and BC DISTILLERY HOLDINGS (previously identified as Project Burnt Church) (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the execution of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean BC Distillery Holdings LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Beaufort County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Beaufort County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes

prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2019 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on

Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 234.34 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2018, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Manager, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, if the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company in accordance with Section 3.3(a) or (b) above with respect to property placed in service as part of the Project.

(d) Whenever the County shall be required by any governmental or financing entity to file or produce any reports, notices, returns, or other documents related to this transaction while this Fee Agreement is in effect, the Company shall promptly furnish to the County through the County Administrator the completed form of such required documents, to the extent that the Company possesses the information necessary to complete the documents. In the event of a failure or refusal of the Company to comply with this provision, within 30 days after presentation of a statement by the County, the Company shall pay the attorney's fees the County incurs in producing and filing such documents and any fees, penalties, assessments, or damages that the law imposes upon the County by reason of its failure duly to file or produce such documents.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall

be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2018, which is 234.34 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but

with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

(d) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the Company until the Company shall have fully paid the amount, and the Company agrees to pay the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

(c) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the Company until the Company shall have fully paid the amount, and the Company agrees to pay the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from

the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and
- (ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the

Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorney's fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action; or

(f) A cessation of operations at the Project by the Company.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as Section 12-44-90 of the Act provides. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code of Laws of South Carolina, 1976, as amended) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement; or
- (3) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

BC Distillery Holdings LLC
Attn: Jackie Hoven
1227 May River Road
Bluffton, SC 29910

IF TO THE COUNTY:

Beaufort County, South Carolina
Attn: County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee

Agreement, and, if the County Council so decides, to provide the Company with the benefits of such change in the Act or South Carolina laws.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

ARTICLE VII

INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County (i) the Company shall agree to indemnify and save the County, its members, officers, employees, servants, and agents (collectively, the “Indemnified Parties”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Fee Term, and, the Company further shall indemnify and save the Indemnified Parties harmless against and from all claims arising during the Fee Term from (A) any condition of the Project, (B) any breach or default on the part of the Company in the performance of any of its obligations under this Fee Agreement, (C) any act of negligence of the Company, or of any agents, contractors, servants, employees, or licensees, (D) except in such cases where the County has released the Company, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, and/or (E) any environmental violation, condition, or effect. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Fee, by reason of the execution of this Fee Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers, or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding; provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the gross negligent acts or omissions or willful misconduct of the County, its agents, officers, or employees, or (ii) any breach of this Fee Agreement by the County.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Fee Agreement which the County is requested to sign on behalf of the Company with respect to the Project, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Fee Agreement pursuant to any provision elsewhere in this Fee Agreement shall relieve the Company of its liability and obligations to make the payments required by this Section 7.1, all of which shall survive any such termination.

Section 7.2 No Liability of County Personnel. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and shall be binding upon any

member of the County Council or any officer, agent, servant, or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servant, or employee of the County, and no recourse shall be had against any member of the County Council or any officer, agent, servant, or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

BC DISTILLERY HOLDINGS LLC

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Approximately 2.84 acres located at 120 Bluffton Road, Bluffton, SC 29910
Tax Map Number R600-039-000-0172-0000



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Audit Committee

Council Committee:

Finance Committee

Meeting Date:

County Council October 28, 2019 for Second Reading and Public Hearing

Committee Presenter (Name and Title):

Christopher Inglese, staff attorney and Alicia Holland, CFO

Issues for Consideration:

None. Unanimous recommendation out of Committee.

Points to Consider:

Funding & Liability Factors:

Current budget allocates \$75,000 for internal audits using outside consultants.

Council Options:

adopt the ordinance, deny adoption of the ordinance, make amendments to the ordinance prior to adoption

Recommendation:

Approve the ordinance.

ORDINANCE 2019/ ____

AN ORDINANCE ESTABLISHING THE FINANCE COMMITTEE AS THE INTERNAL AUDIT COMMITTEE AND PROVIDING FOR THE PURPOSES, POWERS, DUTIES AND FUNCTIONS AS SET FORTH BELOW FOR INTERNAL AUDITS.

WHEREAS, the County finds that establishing an Audit Committee will provide for additional oversight and opportunities for transparency in government accounting; and

WHEREAS, the public interest is served when there are appropriate procedures and policies for assuring the continued success of County government financial practices; and

WHEREAS, the Beaufort County Finance Department was recently awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting and County Council desires to provide support to staff to continue to improve the County's finance policies and procedures; and

WHEREAS, the Beaufort County Code of Ordinances provides Section 2-402 for the establishment of an internal audit unit with reporting duties directly to the Administrator, however the Audit Unit has not been active for the past several years; and

WHEREAS, County Council finds that it is in the best interest of taxpayers, and indeed a duty of the elected members of County Council, to have direct involvement in financial oversight of the County operating budget; and

WHEREAS, the Finance Committee did discuss and unanimously approved moving forward with establishing the Finance Committee as the Internal Audit Committee to provide oversight, direction, priorities, and overall guide the internal audit process; and

WHEREAS, the Finance Committee met September 23, 2019 and did discuss and unanimously voted to approve moving forward with establishing the Finance Committee as the Internal Audit Committee; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County to establish the Finance Committee as the Internal Audit Committee that will report directly to the County Council from time to time and as needed.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby delete in its entirety "Section 2-402 Establishment of internal audit unit" and insert in its place and stead the following:

“Section 2-402 Finance Committee of County Council is the Internal Audit Committee.

(1) *Creation.* The Finance Committee of County Council is hereby established as the Internal Audit Committee (the “Committee”) which shall have the purposes, powers, duties and functions established below.

(2) *Membership; terms.* The Committee shall be comprised of all members of the Finance Committee. Other members of Council may participate as ex-officio members. Ex-officio members shall have the same privileges as committee members with respect to making motions, debates and votes, however ex-officio members need not be counted for establishing a quorum.

(3) *Internal Audit* shall mean a review of the County’s mechanisms, rules, and procedures implemented to ensure the integrity of financial and accounting information, to promote accountability and prevent fraud. Internal audits are intended to ensure compliance with laws and regulations and provide timely financial reporting and data collection. Internal audits may result in recommendations for improving operational efficiency and effectiveness of financial processes and procedures.

(4) *Duties, Purpose and responsibilities.*

a. The Committee shall develop a proposed internal audit schedule and shall have the authority, within its budgeted allocation, to move forward with internal audit projects. ~~The purpose of the internal audits shall be to identify opportunities for improving efficiency and effectiveness in the County’s financial practices.~~

b. The audit schedule shall include areas of interest to be reviewed, their priority, and the timelines for completion. The audit schedule shall also include interim audit progress updates, audit follow-ups, and address special needs for audits of specific areas requiring additional resources or extended timelines.

c. The Committee shall oversee the internal audit process. The Committee’s oversight shall include, among other things, selection of independent consultants for performing internal audits, directing the consultants, establishing timelines for consultant reviews, establishing the framework for internal audit projects, and overseeing implementation of recommendations from any reports. The Committee shall be responsible for coordinating between the work of the Administrator’s staff, contractually hired consultants and any other party as necessary to fulfill the duties, purpose and responsibilities of the Committee.

d. The Committee shall review organizational policies and procedures regarding all areas of County operations for which County funds are levied, collected, expended, or otherwise used, and make recommendations to Council for approval by majority vote. The Committee review shall include departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed

officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving funds from the County, and any other organization receiving any type of funding for any purpose from the County.

e. The Committee shall oversee the responsibilities of the independent consultants hired by the County for assisting with Internal Audits. The Committee shall work closely with the independent consultant selected, the Administrator, and appropriate staff for review and recommendations regarding all aspects of the County's financial practices.

f. The Committee shall provide an annual report to full Council after the completion of each fiscal year budget but no later than an October meeting of the Finance Committee. The report shall summarize the findings of the independent consultant's internal audits and identify any recommendations to be brought forward to Council. The report shall include a detail plan for implementing the recommendations including costs of implementation.

g. The Committee shall annually review the Financial Policies and Procedures manual and the practices of the County departments, and make recommendations for updates and improvements. Any recommendations made shall include a detail plan for implementing the recommendations including costs of implementation.

(5) Every three years, the Administrator shall cause a Request for Proposal/Qualifications to be publicly advertised. Respondents meeting the minimum requirements of the RFP/RFQ shall be pre-qualified and available to the Committee for Internal Audits as needed. The Committee shall select an independent consultant based on a number of factors including but not limited to: the special needs of the particular project; any specialized knowledge or experience of a pre-qualified consultant; the ability to complete the project in a desired timeline or other factors. The Committee shall establish selection criteria with input from the Administrator and appropriate staff.

(6) In the performance of these duties, the Committee and the selected independent consultant, shall have access to all such information and records regarding the financial activities and transactions of all departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving funds from the County, and any other organization receiving any type of funding for any purpose from the County.

(7) Effective date. This Ordinance No. 2019/___ shall become effective immediately upon its adoption.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman
Beaufort County Council

ATTEST:

Sarah W., Clerk to Council

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Finance Committee discussion and recommendation



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

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

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

TO: Councilman Joseph Passiment, Chairman, Finance Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Recommendation to Award to O'Quinn/Andrews/McSweeney; Design-Build Fort Frederick Boat Ramp RFP 051619E Phase I

DATE: 11/04/2019

BACKGROUND:

On April 09, 2019 Beaufort County advertised a request for proposals for improvements to its existing boat ramp known as Fort Frederick to allow the general public access to the Beaufort River, adjacent Rural and Critical properties and neighboring water bodies. Two bids were received on May 16, 2019 in response to the advertisement. After evaluation of the proposals Beaufort County released a post proposal submission addendum to implement phasing to the project timeline in order to 1) expedite landside work to allow Passive Park to be open to the public as soon as possible and 2) completion of waterside work without interruption to Passive Park operations. The addendum submission was due August 22, 2019 to which both bidders responded timely and responsibly.

BIDDER INFORMATION An evaluation team to include Andrea Atherton, David Wilhelm, Stefanie Nagid and Andrew Wicker (SCDNR) evaluated the proposals based on criteria included in the RFP. Out of 400 possible points, 100 points per evaluator, the points earned per firm are as follows:

- 1. O'Quinn Marine Construction, Andrews Engineering Co., and McSweeney Engineers 349 points
- 2. Quality Enterprises USA, Inc., Bolchoz Marine Advisors, Inc., and Ward Edwards Engineering 334 points

Based on the review of the proposals, O'Quinn/Andrews/McSweeney ranked the highest and is deemed the most qualified for the contract to fulfill Beaufort County's expectations and meet project objectives.

VENDOR INFORMATION:

1. O'Quinn, Andrews, and McSweeney
\$1,079,840 (total value) + \$86,387.20 (8% contingency)

COST:

\$1,166,227.20

FUNDING:

O'Quinn, Andrews, and McSweeney proposes a total value of \$1,079,840.00 to complete Fort Frederick Boat Ramp Phase I. With an 8% contingency of \$86,387.20, the total project cost is \$1,166,227.20.

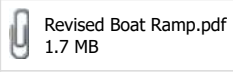
The current funding is Rural and Critical Lands that allocates \$500,000.00 to the project.

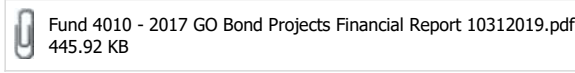
We recommend the remaining \$666,227.20 to be funded from the 2017 GO Bond Contingency with a current available balance of \$1,000,995 as of 10/31/2019.

Funding approved: By: Date:

FOR ACTION:

RECOMMENDATION:

Attachment: 



cc: Ashley Jacobs, County Administrator

Approved: Date:

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

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

After Initial Submission, Use the Save and Close Buttons



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award to O'Quinn/Andrews/McSweeney - Ft. Frederick Boat Ramp, Phase 1

Council Committee:

Public Facilities Committee

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

J. Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

Beaufort County received two (2) bids in response to solicitation RFP#051619E Design-Build Fort Frederick Boat Ramp:

- 1. O'Quinn Marine Construction, Andrews Engineering Co., and McSweeney Engineers 349 points
- 2. Quality Enterprises USA, Inc., Bolchoz Marine Advisors, Inc., and Ward Edwards Engineering 334 points

Points to Consider:

Based on the review of the proposals, O'Quinn/Andrews/McSweeney ranked the highest and is deemed the most qualified for the contract to fulfill Beaufort County's expectations and meet project objectives.

Funding & Liability Factors:

O'Quinn, Andrews, and McSweeney proposes a total value of \$1,079,840.00 to complete Fort Frederick Boat Ramp Phase I. With an 8% contingency of \$86,387.20, the total project cost is \$1,166,227.20. The current funding is Rural and Critical Lands that allocates \$500,000.00 to the project.

We recommend the remaining \$666,227.20 to be borrowed from the General Fund to allow award and commencement of the project. Concurrently, staff will prepare and submit an application for A-Tax funds which will be used to reimburse the General Fund with County Council approved allocation of Local Accommodation Tax.

*funded from the 2017 GO Bond
Contingency with a current available balance of \$1,000,995 as of 10/3/19.*

Council Options:

Recommendation of Award to O'Quinn/Andrews/McSweeney, or Disapprove this recommendation

Recommendation:

Recommendation of Award to O'Quinn/Andrews/McSweeney

BEAUFORT COUNTY, SOUTH CAROLINA
2017 GO BOND CAPITAL PROJECTS

	Original Budget	Revised Budget	Fiscal Year Ending June 30,				TOTAL EXPENDED	Encumbered	Remaining Budget
			2017	2018	2019	2020 - YTD			
Revenues									
Bond Proceeds	\$ 26,000,000	\$ 26,000,000	\$ 26,000,000	\$ -	\$ -	\$ -	\$ 26,000,000	\$ -	\$ -
Contributions - Bluffton Fire District	-	1,580,669	-	-	-	101,277	101,277	-	1,479,392
Contributions - Town of Bluffton	-	212,505	-	-	-	-	-	-	212,505
Contributions - Hilton Head Humane	-	2,000,000	-	-	2,000,000	-	2,000,000	-	-
Interest Earnings	-	542,198	-	215,502	326,696	-	542,198	-	-
Total Revenues	26,000,000	30,335,372	26,000,000	215,502	2,326,696	101,277	28,643,475	-	1,691,897
Expenditures									
<u>Technology Equipment</u>									
Tyler Technologies - EnerGov Sheriff's Office Communications Equip	-	91,203	-	-	-	-	-	91,203	-
	8,800,000	8,800,000	-	1,579,418	6,242,850	14,825	7,837,093	169,688	793,219
<u>Facility Improvements</u>									
Detention Center - security	1,000,000	1,000,000	-	12,840	47,010	14,030	73,880	12,840	913,280
Voters Registration	250,000	250,000	-	62,841	147,632	-	210,473	-	39,527
<u>Building Construction</u>									
Emergency Medical Services Pritchardville (Station 31) and Shanklin	2,500,000	3,360,657	8,200	501	170,209	236,829	415,739	2,804,369	140,549
Animal Services Campus	3,500,000	5,500,000	-	781,115	3,950,807	24,320	4,756,242	87,822	655,936
<u>Road Improvements</u>									
Jenkins Island/Windmill Harbor	7,400,000	7,400,000	-	26,805	172,977	12,893	212,675	8,872	7,178,453
Pinckney Reserve/Haigh Boat Landing	2,000,000	681,896	-	-	-	-	-	-	681,896
Contingency	550,000	1,000,995	-	-	-	-	-	-	1,000,995
<u>Transfers Out</u>									
Bonaire Estates Sewer Project	-	457,447	-	-	457,447	-	457,447	-	-
Total Expenditures	26,000,000	28,542,198	8,200	2,463,520	11,188,932	302,897	13,963,549	3,174,794	11,403,855
Excess (deficit) of Revenues over Expenditures	-	1,793,174	25,991,800	(2,248,018)	(8,862,236)	(201,620)	14,679,926		
Fund Balance, beginning			-	25,991,800	23,743,782	14,881,546	-		
Fund Balance, ending			\$ 25,991,800	\$ 23,743,782	\$ 14,881,546	\$ 14,679,926	\$ 14,679,926		

RESOLUTION 2019/ _____

A RESOLUTION FOR THE TOTAL ALLOCATION OF FUNDS FROM THE BEAUFORT COUNTY STATE 2% ACCOMMODATIONS TAX FUNDS PROVIDED IN THE FISCAL YEAR 2020 BUDGET AS RECOMMENDED BY THE STATE ACCOMMODATIONS TAX BOARD

WHEREAS, Beaufort County Council (“Council”) appointed the members of the Beaufort County Accommodations Tax Advisory Board (“Board”) to review and make recommendations to the Council on the expenditure of revenue generated from the State 2% Accommodations Tax Fund (“ATAX”); and

WHEREAS, the revenue generated from the ATAX shall be used for the purposes outlined in Section 6-4-10 of the South Carolina Code of Laws; and

WHEREAS, the Board is charged with the responsibility of receiving and reviewing each recipient’s application before recommendation can be made to the Council for approval and disbursement of funds; and

WHEREAS, on October 16, 2019 the Board met to hear, review presentations and vote on applications for the Fiscal Year ending June 30, 2020; and

WHEREAS, on November 4, 2019 the Finance Committee considered the recommendations of the Board as set forth in Exhibit “A” and approved the recommendations to Council.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council does hereby approve the Beaufort County State 2% Accommodations Tax funding for the Fiscal Year ending June 30, 2020 as set forth in “Exhibit A” which is incorporated herein by reference.

Adopted this _____ day of November, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman,
Chairman, Beaufort County Council

Attest:

Sarah Brock
Clerk to Council

Exhibit A

Organization	Event/Project	
Santa Elena Foundation	Port Call by Santa Maria Museum Ship	\$ 5,000.00
Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing	\$ 64,000.00
Greater Beaufort-Port Royal CVB	Tourism Marketing	\$ 120,000.00
Friends of the Spanish Moss Trail	Downtown Beaufort Connector - Phase 2	\$ 5,000.00
NIBCAA	Hilton Head Island Gullah Celebration	\$ 23,000.00
Beaufort Film Society	Beaufort International Film Festival (14th)	\$ 15,000.00
Hilton Head Island Concours d'Elegance, Inc.	HHI Concours d'Elegance & Motoring Festival	\$ 30,000.00
Friends of Hunting Island	Sea Turtle Display	\$ 5,000.00
Daufuskie Island Foundation	Daufuskie Day	\$ 5,000.00
Daufuskie Island Historical Foundation	Brochure Printing	\$ 3,000.00
Lean Ensemble Theater	Lean Ensemble Theater Marketing	\$ 1,000.00
Bluffton Historical Preservation Society	Heyward House Museum & Welcome Center	\$ 10,000.00
The First Tee of the Lowcountry	Concierge Informational Sessions	\$ 1,500.00
Hilton Head Choral Society	Marketing for Tourist/Visitor Dev	\$ 1,500.00
CAPA & Exchange Club	Ghost Tours	\$ 1,000.00
SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 40,000.00
Hilton Head Symphony Orchestra (HHSO)	HHSO Marketing Programs	\$ 5,000.00
Beaufort Area Sports Council	Beaufort Area Sports Marketing & Sales	\$ 30,000.00
Beaufort History Museum	Permanent Exhibit Renovation - Phase 2B	\$ 9,500.00
Historic Mitchelville Freedom Park	Freedom Day, Juneteenth Celebration, Historic Holidays	\$ 20,000.00
Coastal Discovery Museum	Cultural & EcoTourism Program	\$ 20,000.00
Hilton Head Hospitality Association	Hilton Head Wine & Food Festival	\$ 6,000.00
Port Royal Sound Foundation (PRSF)	Advertising, Marketing & Operational Funding for the PRSF Maritime Center	\$ 26,500.00
Gullah Traveling Theater Inc.	Gullah Christmas, Taste of Gullah, Decoration Day	\$ 13,500.00
Penn Center Inc.	Penn Center & Heritage Days Celebration, Operations & Marketing	\$ 31,500.00
Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	\$ 3,500.00
David M. Carmines Memorial Foundation	Hilton Head Island Seafood Festival	\$ 5,000.00
Haig Point Foundation	Daufuskie Island Vibes & Tides	\$ 3,500.00
Gullah Festival, Shrimp Festival, Taste of Beaufort	Beaufort Festivals & Events Advertising	\$ 35,000.00
Hilton Head Island Land Trust Inc.	Fort Howell Tourism Marketing	\$ 3,000.00
Lowcountry Golf Course Owners Association	Barry Fleming	\$ 8,000.00
TOTAL:		\$ 550,000.00



BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2805 Facsimile (843) 255-9436

October 15, 2019

Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Rodman:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Stormwater Management Utility Board, effective February 2020.

Sincerely,

James Clark
Stormwater District #6
Unincorporated Port Royal Island



BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2805 Facsimile (843) 255-9436



October 22, 2019

Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Rodman:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Stormwater Management Utility Board, effective February 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Mitchell".

Patrick Mitchell
Stormwater District #
Unincorporated Lady's Island



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution to commission Public Works Enforcement Officer

Council Committee:

Public Facilities

Meeting Date:

November 4, 2019

Committee Presenter (Name and Title):

David Wilhelm, ACA Public Works & Sustainability

Issues for Consideration:

Staff is recommending commissioning an Enforcement Officer within the Public Works department to control misuse of County convenience centers and boat landings, and to enforce litter laws. This position will be able to reduce the amount of contractors and out-of-county residents using the convenience centers. Additionally, the Enforcement Officer will monitor and enforce litter laws to reduce the amount of roadside litter from commercial haulers and private vehicles.

Points to Consider:

The role of the current Public Works Litter supervisor will be expanded to include the responsibilities of the Enforcement Officer. The efficiency of the litter crew will not be negatively impacted by this change.

Funding & Liability Factors:

There will be minimal funding impacts. The recommendation is to fill this position by adding the responsibilities to the current supervisor. A new position will not be created. A salary increase is recommended to compensate for the additional duties. The major liability factor is the possibility of engaging in a contested discussion with a citizen or contractor. The Enforcement Officer will be trained in resolution dispute practices to minimize the liability.

Council Options:

Approve the recommendation, or recommend a different method of enforcement.

Recommendation:

County Council to commission Artrell Horne as the Public Works Enforcement Officer.

RESOLUTION 2019/_____

A RESOLUTION TO COMMISSION PUBLIC WORKS ENFORCEMENT OFFICER TO ENFORCE BEAUFORT COUNTY CONVENIENCE CENTERS, BOAT LANDINGS 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 officers as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Public Works Enforcement Officer has completed training and obtained any certifications as 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 a Public Works Enforcement Officer for Beaufort County:

Artrell Horne EMP # 9232, Beaufort County Public Works Enforcement Officer

2. Each Public Works Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as a Public Works Enforcement Officer.

Adopted this ___ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

2018 One Cent Sales Tax ROW Resolution

Council Committee:

County Council

Meeting Date:

November 18, 2019

Committee Presenter (Name and Title):

J. Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

A Resolution authorizing 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 approved projects and the 2018 One Cent Sales Tax Referendum.

Points to Consider:

This Resolution is modeled after Resolution 2009/17 which was adopted to facilitate the 2006 One Cent Program.
Public Facilities Committee approved October 7, 2019.

Funding & Liability Factors:

N/A

Council Options:

Approve or disapprove of Resolution

Recommendation:

Approve Resolution

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ź Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) Ź 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0019

Originally submitted on: 2019-06-11T15:11:58

Select One:

Ordinance / Resolution

Lease (Real Property)

MOA / MOU / IGA

Easement / Right Of Way

Other _____

Document Title: 2018 One Cent Sales Tax ROW Resolution

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 8/26/2019

Description of Document or Any Concerns:

This Resolution is modeled after Resolution 2009/17 which was adopted to facilitate the 2006 1 cent program. I have attached the 2009/17 Resolution for reference. Please let us know if you have any questions.

If applicable, please provide the total value amount of the contract:

Amount BELOW \$50,000.00

Amount \$50,000 to \$99,999


Amount \$100,000 and above

Has the item been approved by a Council Committee? Yes No N/A

Has the item been approved by full Council? Yes No N/A

Attachments: _____

 Resolution 2018 One Cent Sales Tax.docx
21.54 KB

 Resolution R 2009 17.pdf
261.75 KB


 No file attached

2019-08-20T14:19:28

2019-08-20T14:21:10

LEGAL DEPARTMENT USE ONLY

Attachments:

 Resolution 2018 One Cent Sales Tax (1).docx
21.8 KB

 No file attached

 No file attached

Approved

On Hold

Send Request to County Admin

Disapproved

Additional Documents Requested

Comments:

approved with additional language provides which outlines generally the process for approving the individual projects.

Christopher S. Inglese
Department Staff

9/16/2019 1:21:28 PM
Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes if Re-submit button is NOT present

ADMINISTRATION USE ONLY

Approved

Disapproved

County Administrator

Date/Time

RESOLUTION 2019 / __

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
- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this ____ day of _____, 20__.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman , Chairman

Attest:

Sarah Brock, Clerk to Council

RESOLUTION

WHEREAS, Beaufort County Council adopted a Sales Tax Ordinance on August 14, 2006 enumerating ten (10) projects to be funded for a total of One Hundred Fifty-Two Million Dollars (\$152,000,000); and

WHEREAS, a Referendum to approve the expenditure of One Hundred Fifty-Two Million Dollars (\$152,000,000) by implementation of a one (1%) percent sales tax was held on November 7, 2006; 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, it is noted with pride of this Beaufort County Council that the Bluffton Parkway design has been accomplished without displacement or acquisition of any residential units.

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. Bluffton Parkway
- 2a. US 278 (William Hilton Parkway) Resurfacing
- 2b. US 278 Intersection Realignment
- 2c. US 278 (Fording Island Road) Widening
- 2d. US 278 (Fording Island Road) Frontage Roads
- 2e. US 278 Street Lighting at Traffic Signals
3. SC 170 (Okatie Highway) Widening
4. US 17 (Charleston Highway) Widening
5. US 21 (Boundary Street) Improvements
6. US 21 (Boundary Street) Parallel Road
7. SC 802 (Ribaut Road) Intersection Improvements

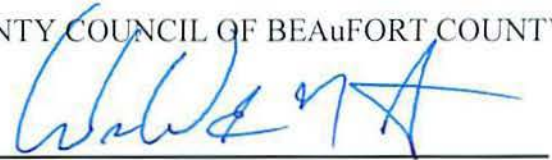
8. SC 802/US 21 (Lady's Island Drive) Widening
9. Northern Beaufort Bypass
10. SC 802 (Savannah Highway) Widening

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 27th day of July, 2009.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:



Wm. J. Weston Newton, Chairman

Attest:


Suzanne M. Rainey, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve

Council Committee:

Beaufort County Council

Meeting Date:

November 18, 2019

Committee Presenter (Name and Title):

J. Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

Fort Frederick Heritage Preserve is a 3-acre property owned by the SC Department of Natural Resources located in Port Royal. Beaufort County owns a tract of real property adjacent to Fort Frederick Heritage Preserve and has entered into a Lease and Management Agreement with SCDNR for 2.3 acres of The Preserve. The purpose of the 50-foot Access Easement is to provide access from Old Fort Road across the County's property to SCNDR's owned parcel.

Points to Consider:

N/A

Funding & Liability Factors:

N/A

Council Options:

Recommend Ordinance, or
Do Not Recommend Ordinance

Recommendation:

Recommend Ordinance

ORDINANCE NO. 2019 / _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND ADJACENT TO FORT FREDERICK HERITAGE PRESERVE

WHEREAS, Beaufort County (“County”) has entered into a Lease and Management Agreement (“Agreement”) with South Carolina Department of Natural Resources (“Department”) for 2.3 acre portion of Fort Frederick Heritage Preserve; and

WHEREAS, the County owns a tract of real property adjacent to Fort Frederick Heritage Preserve pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 3245 at Page 374 on May 21, 2013 (TMS# R110-009-000-142I-0000); and

WHEREAS, the County has received a Certificate of Acceptance of Interest in Real Property from the Department, Certificate Number 2019-124-ADMIN, dated October 1, 2019; and

WHEREAS, the purpose is to provide access from Old Fort Road, a Town of Port Royal public road, across the County’s property to the Department’s owned parcel identified with current TMS# R110 009 000 0211 0000; and

WHEREAS, a 50-foot Access Easement for a road to be constructed by the County where the boundaries of the easement will coincide with those of the proposed road’s 50-foot right-of-way and the centerline of the road also being the centerline of the right-of-way; and

WHEREAS, the County shall be responsible for all road repairs and maintenance; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Access Easement attached hereto and incorporated by reference and shown on the attached “Access Easement” (Exhibit A); and

WHEREAS, S.C. CODE Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL to authorize the County Administrator to execute the Access Easement reference herein and which is shown on the attached “Access Easement”.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER

Legal Review Process Instructions



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ĺ Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) Ĺ 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0053

Originally submitted on: 10/14/2019 10:27:22 A...

Select Type: Ordinance/Resolution

Document Title: Access Easement Fort Frederick Heritage Preserve

Department: Engineering

Requester's Name: Brittane Fields

Ph: 843-255-2692

Em: brittane.fields@bcgov.net

Date Needed by: 10/18/2019

Description of Document or Any Concerns:

Ordinance authorizing the execution and delivery of an access easement encumbering property leased by Beaufort County from South Carolina Department of Natural Resources and known as a portion of Fort Frederick Heritage Preserve

Is the County receiving a reimbursement or any compensation? Yes No

If applicable, please provide the total value amount of the contract:

- Amount BELOW \$50,000.00
- Amount \$50,000 to \$99,999
- Amount \$100,000 and above

Has the item been approved by Council Committee? Yes No N/A

Has the item been approved by full Council? Yes No N/A

Attachments:



Ordinance Access Easement Ft
Frederick.final.docx
15.17 KB

2019-10-14T10:36:16



COA 2019-124 SCDNR (Beaufort-Fort
Frederick Access Easement)
REPLACEMENT.pdf
152.85 KB

2019-10-14T10:39:31



2019.6.20 Ft. Frederick - SCDNR
Access Easement.pdf
999.66 KB

2019-10-14T10:39:38

LEGAL DEPARTMENT USE ONLY- INITIAL REVIEW

Attachments:



Ordinance Access Easement Ft
Frederick - BW edits.docx
15.28 KB

2019-10-14T11:04:10



No file attached



No file attached

- Approved On Hold
- Disapproved Additional Documents Requested

Comments:

The approved document is attached to be presented to Council for approval.

Brittany L. Ward

10:59:33 AM

Legal Staff

10/14/2019

Date / Time

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

CERTIFICATE NUMBER: 2019-124-ADMIN DATED: October 1, 2019

(Replacement for Certificate of Acceptance dated August 28, 2019)

Grantor: Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

Grantee: South Carolina Department of Natural Resources
1000 Assembly Street
Columbia, South Carolina 29201

General Description of Transaction:

County Location: Beaufort

Acreage: 50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way.
(Parcel Number R110 011 000 0155 0000)

Purpose/Project: To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.



Shawn Lavery DeJames, Assistant Director
The South Carolina Department of Administration,
Division of Facilities Management and Property Services





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 35 FORDING ISLAND ROAD EXTENSION SOUTH CAROLINA

Council Committee:

Public Facilities Committee

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Conveying a deed to BJWSA for a portion of parcel R600 041 000 0008 0000 located at 35 Fording Island Road Extension for the purpose of accessing and servicing a Lift Station.

Points to Consider:

Lift Station services Sea Trawler Restaurant. Parking is limited and a few parking spaces will need to be blocked-off to provide access to BJWSA. Other access options have been explored, but because of orientation of the control panel, wetwell, valve pit and a designated area for bypass equipment, other access locations are not feasible. County could take over lift station and follow SC DHEC standards (found at <https://www.scdhec.gov/sites/default/files/docs/Agency/docs/water-regs/61-9.610.pdf>) for operation of station which includes a biweekly station checks, maintain spare replacement parts (approximately \$1,500 for pump), acquire necessary permits and report overflows to SC DHEC with with date, time, the amount of spill, and how it was handled for cleanup. In a neglect situation this can carry a fine.

Funding & Liability Factors:

Council Options:

Grant deed to BJSWA or County take over lift station and follow all SC DHEC Standards and provide all maintenance and costs associated. Regardless of owner, parking must be blocked in front of the station for emergency situations.

Recommendation:

Grant deed to BJWSA

Ordinance No. 2019/ _____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED
CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 35
FORDING ISLAND ROAD EXTENSION SOUTH CAROLINA.**

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 041 000 0008 0000 located at 35 Fording Island Road Extension being the same property conveyed to Beaufort County in Deed Book 3687 at Pages 1233-1238.

WHEREAS, Beaufort Jasper Water Sewer Authority, Inc. has requested that Beaufort County deed a portion of said property for the purpose of accessing and servicing a Lift Station more particularly shown as “LIFT STATION BR42, 1,000.06 sq. ft., 0.023 acres” on that certain plat prepared by Atlas Surveying, Inc certified by Jeremy W. Reeder, S.C.P.L.S., No. 28139 dated June 6, 2019 and attached hereto as part of Exhibit A “Title to Real Estate”; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on Exhibit A as “Lift Station BR42” and being approximately 1,000.06 square feet (0.023 ac.) on attached “Title to Real Estate” and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL
AS FOLLOWS:**

- (1) The County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described on the attached Exhibit A “Title to Real Estate.”

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading

Public Hearing

Second Reading

First Reading

for the provision of water and sewer services, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

This being a portion of the property conveyed to the Grantor herein by deed of Queensborough National Bank & Trust Company, dated July 27, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3687 at Page 1233.

TAX REF: R600 041 000 0008 0000 (PORTION OF)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever.

AND, the said BEAUFORT COUNTY, a political subdivision of the State of South Carolina, does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the undersigned this ____ day of _____, 2019.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

witness signature

Notary Public signature

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

By: _____

Its: _____

STATE OF SOUTH CAROLINA

)

PROBATE

COUNTY OF BEAUFORT

)

)

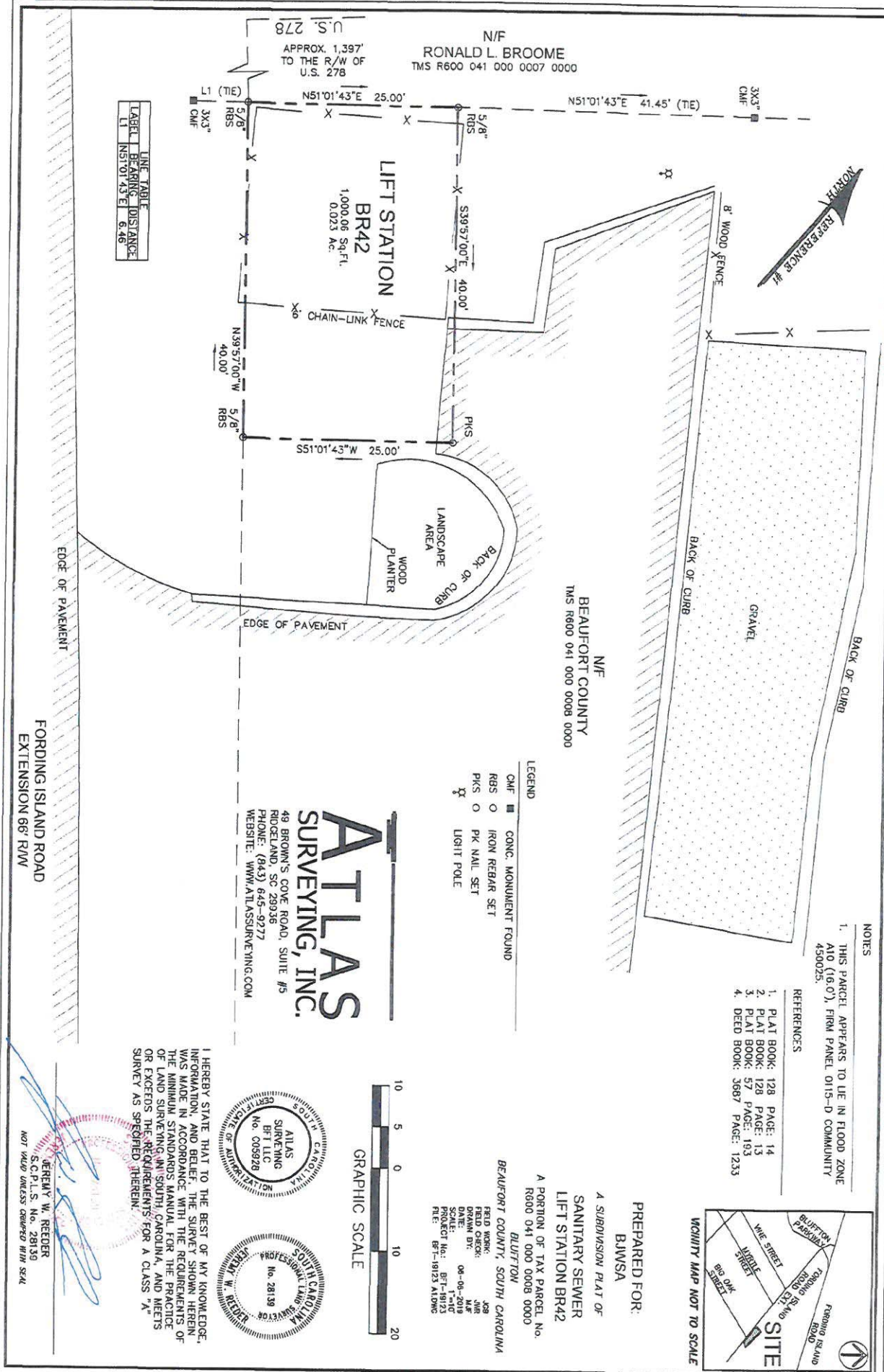
PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Beaufort County, a political subdivision of the State of South Carolina, by _____ its _____, sign, seal and as its act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this _____ day of _____, 2019.

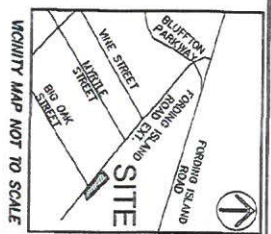
Notary Public for South Carolina
My Commission Expires:

witness signature

Exhibit "A"



- NOTES**
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE A10 (16.0'), FIRM PANEL 0115-D COMMUNITY 450025.
- REFERENCES**
1. PLAT BOOK: 128 PAGE: 14
 2. PLAT BOOK: 128 PAGE: 13
 3. PLAT BOOK: 57 PAGE: 153
 4. DEED BOOK: 3687 PAGE: 1233



BEAUFORT COUNTY
TMS R600 041 000 0008 0000

N/F

BEAUFORT COUNTY
TMS R600 041 000 0008 0000

LEGEND

- CMF ■ CONG. MONUMENT FOUND
- RBS ○ IRON REBAR SET
- PKS ○ PK NAIL SET
- ☼ LIGHT POLE

PREPARED FOR:
BAMSA
A SUBDIVISION PLAT OF
SANITARY SEWER
LIFT STATION BR42
A PORTION OF TAX PARCEL No.
R600 041 000 0008 0000

BLUETTON
BEAUFORT COUNTY, SOUTH CAROLINA

JOB NO. 28139
FIELD CHECK: JWR
DATE: 08-08-2018
SCALE: 1"=10'
PROJECT NO.: 87-19123
FILE: 87-19123 A10M

ATLAS SURVEYING, INC.
49 BROWN'S COVE ROAD, SUITE #9
FLORENCE, SC 29536
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



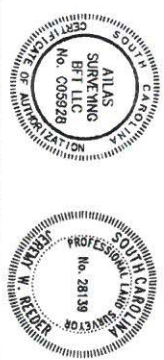
LINE TABLE

LABEL	BEARING	DISTANCE
L1	N51°01'43"E	6.46

FORDING ISLAND ROAD
EXTENSION 66' R/W

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

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS SIGNED WITH SEAL





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Jenkins Island ROW

Council Committee:

Public Facilities

Meeting Date:

March 4, 2019

Committee Presenter (Name and Title):

Rob McFee

Issues for Consideration:

Administration requires authorization to conduct Right of Way transactions on behalf of Beaufort County as they pertain to US 278 Improvements (Jenkins Island) .

Attached are right-of-way exhibits for review, for acquisition of property and permissions on the properties.

Points to Consider:

For the exhibits include three(3) Town of Hilton Head properties that will need property acquired. It also include exhibits for the Santee Cooper property which will need a small amount of permission for temporary erosion control silt fence placement. As well as a slope and erosions control permission on one of the Windmill Harbor Association properties.

Funding & Liability Factors:

TOHHI has agreed to donate ROW and the remaining 2 permissions should not involve funding considerations

Council Options:

Approve the acquisition or deny the aquisition

Recommendation:

Approve the aquisition

ORDINANCE NO. 2019 / _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM TOWN OF HILTON HEAD ISLAND TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY WIDENING OF U.S. HIGHWAY 278 ACROSS JENKINS ISLAND

WHEREAS, in 2017, Beaufort County Council approved the borrowing of \$7,400,000.00 for the improvement of U.S. Highway 278 across Jenkins Island; and

WHEREAS, the area the County has received permission from South Carolina Department of Transportation (SCDOT) to obtain the right-of-way (ROW) generally demonstrated on the attached **Exhibit A** and more particularly described in the quit claim deed formally granting the real properties in the name of SCDOT; and

WHEREAS, Beaufort County believes that it is in the best interests of its citizens to accomplish this ROW transaction along U.S. Highway 278 and convey these lands to the SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby authorize the County Administrator to execute the necessary documents to convey to the South Carolina Department of Transportation the properties along U.S. Highway 278 as shown on the attached **Exhibit A** and more particularly described in the attached quit claim deed.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

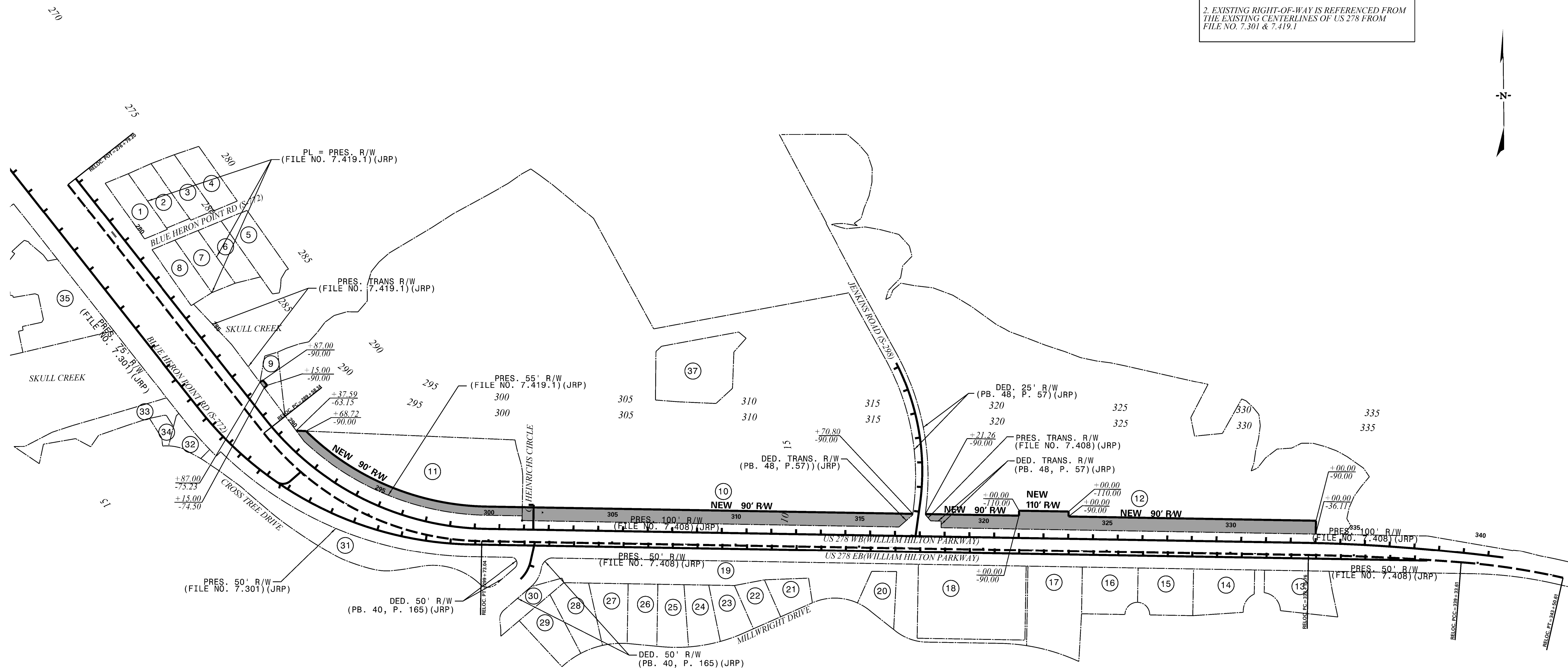
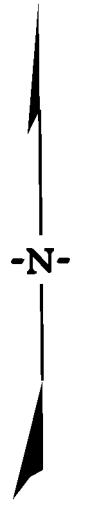
DRAFT

EXHIBIT A

DRAFT

RIGHT-OF-WAY NOTES:

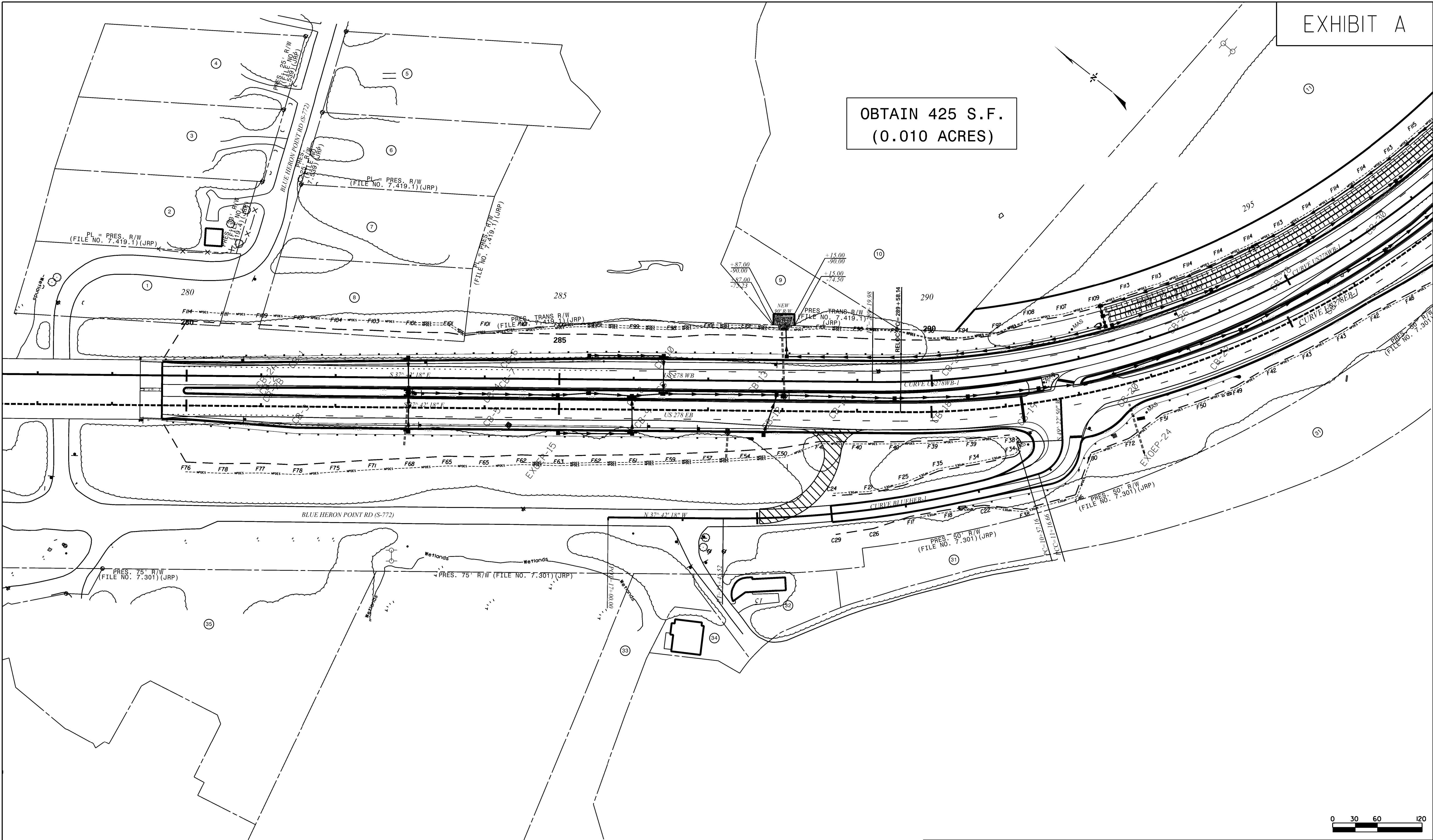
1. NEW RIGHT-OF-WAY IS REFERENCED FROM THE PROPOSED CENTERLINE OF US278 WB.
2. EXISTING RIGHT-OF-WAY IS REFERENCED FROM THE EXISTING CENTERLINES OF US 278 FROM FILE NO. 7.301 & 7.419.1



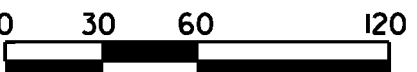
10/29/2018 c:\pwworking\east0\dms65782\jenkins_RW_Strip.dwg

<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p>PLANS FOR REVIEW</p>	<p>NOT FOR CONSTRUCTION</p>	4			<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S. RTE. 278</p>
			3			
2						
1						
REV. NO.	BY	DATE	DESCRIPTION OF REVISION			
TOPO.	DATE					
DWG.	DATE		PLAN SCALE 1" = 200'			
R/W	DATE					

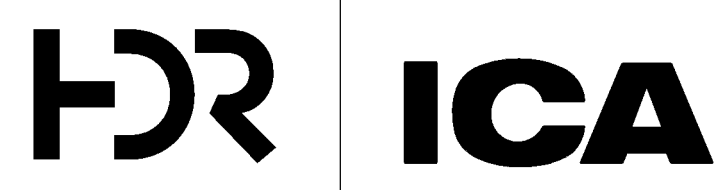
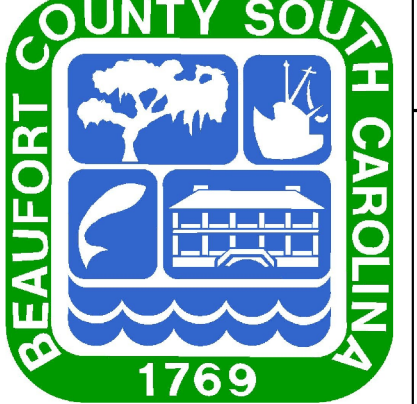
OBTAIN 425 S.F.
(0.010 ACRES)

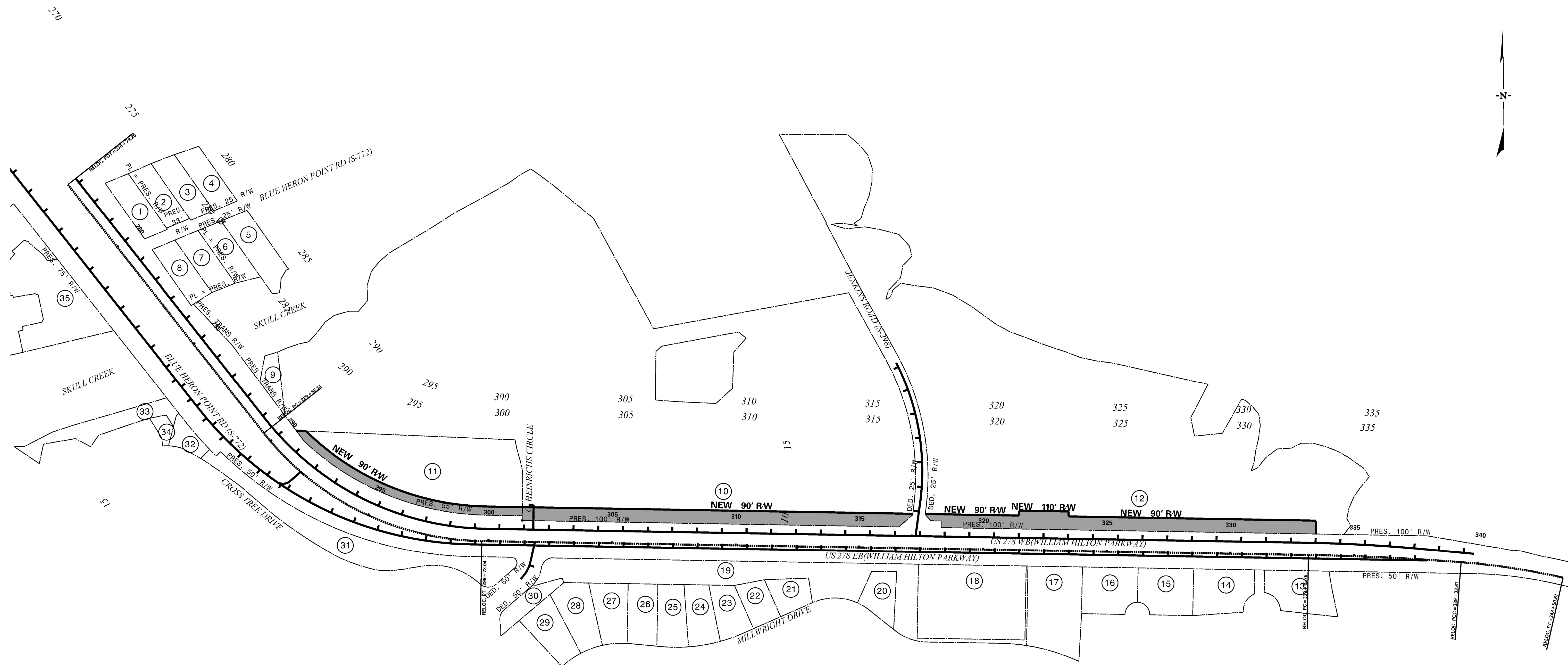
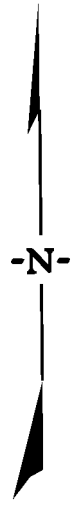


1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



10/29/2018
c:\pwork\ing\east\04345504\Tract05.dgn

 ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201		BEAUFORT COUNTY, SC
		R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 9 CENTRAL ELECTRIC POWER CO.

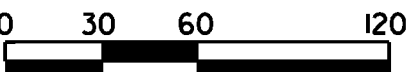
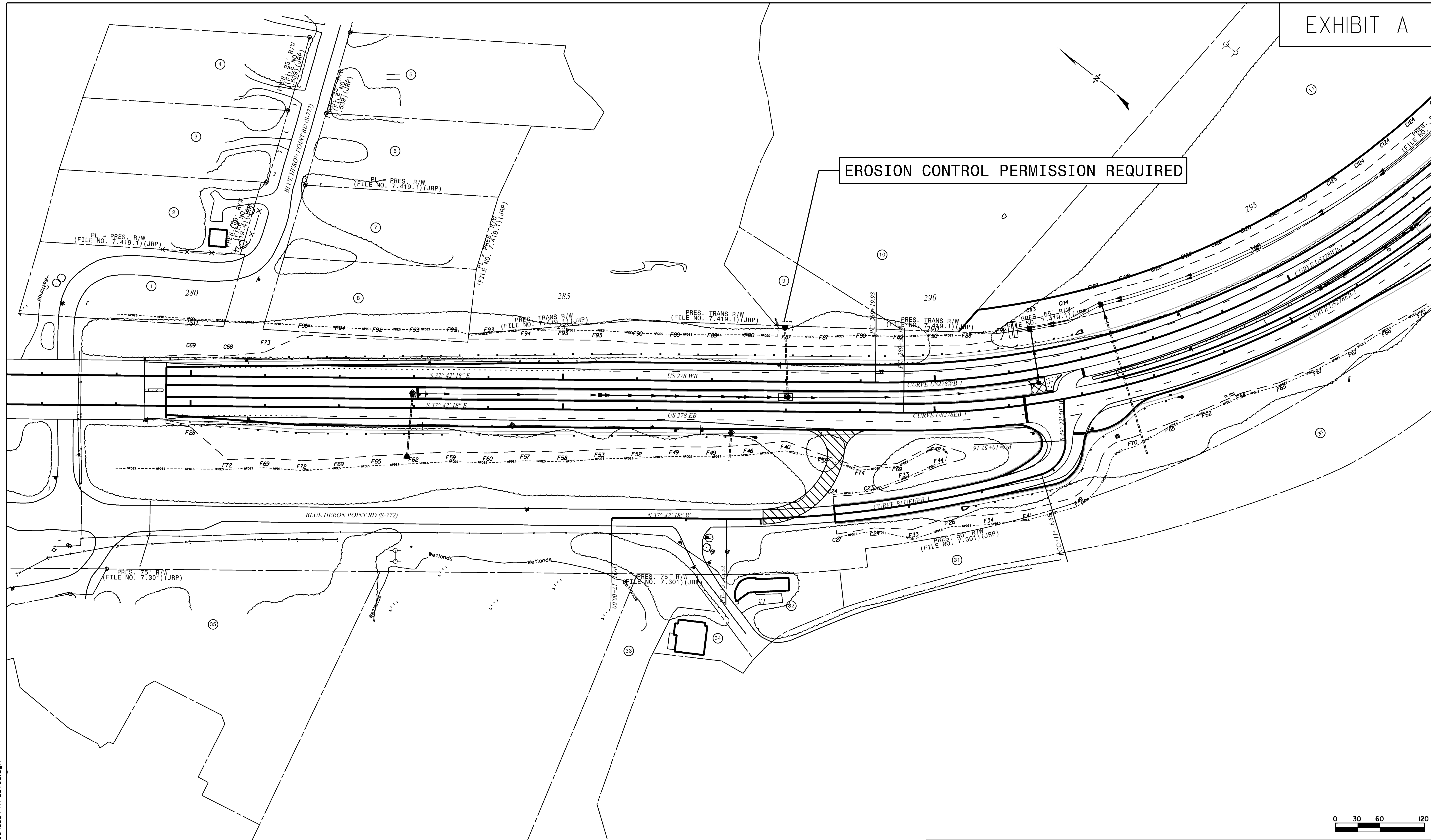


10/11/2017 c:\pwworking\east0\dms65782\jenkins_rw_s1.rlp.01.dgn

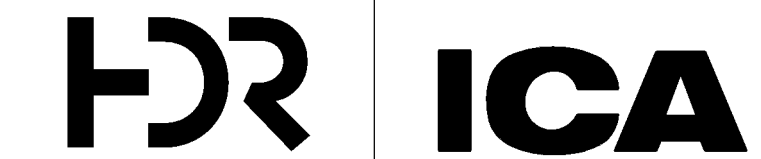


<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p>PLANS FOR REVIEW</p>	<p>NOT FOR CONSTRUCTION</p>	4			<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S. RTE. 278</p>
			3			
			2			
			1			
			REV. NO.	BY	DATE	DESCRIPTION OF REVISION
			TOPO.		DATE	
			DWG.		DATE	PLAN SCALE 1" = 200'
			R/W		DATE	

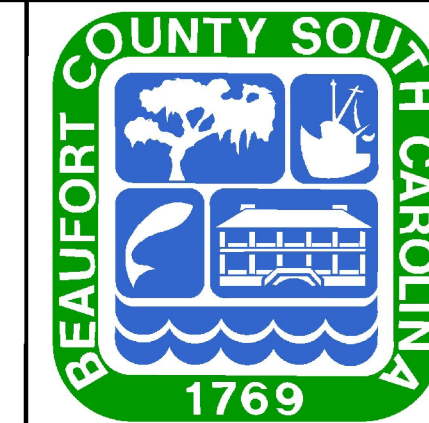
EROSION CONTROL PERMISSION REQUIRED



1. EXISTING R/W PRIOR TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



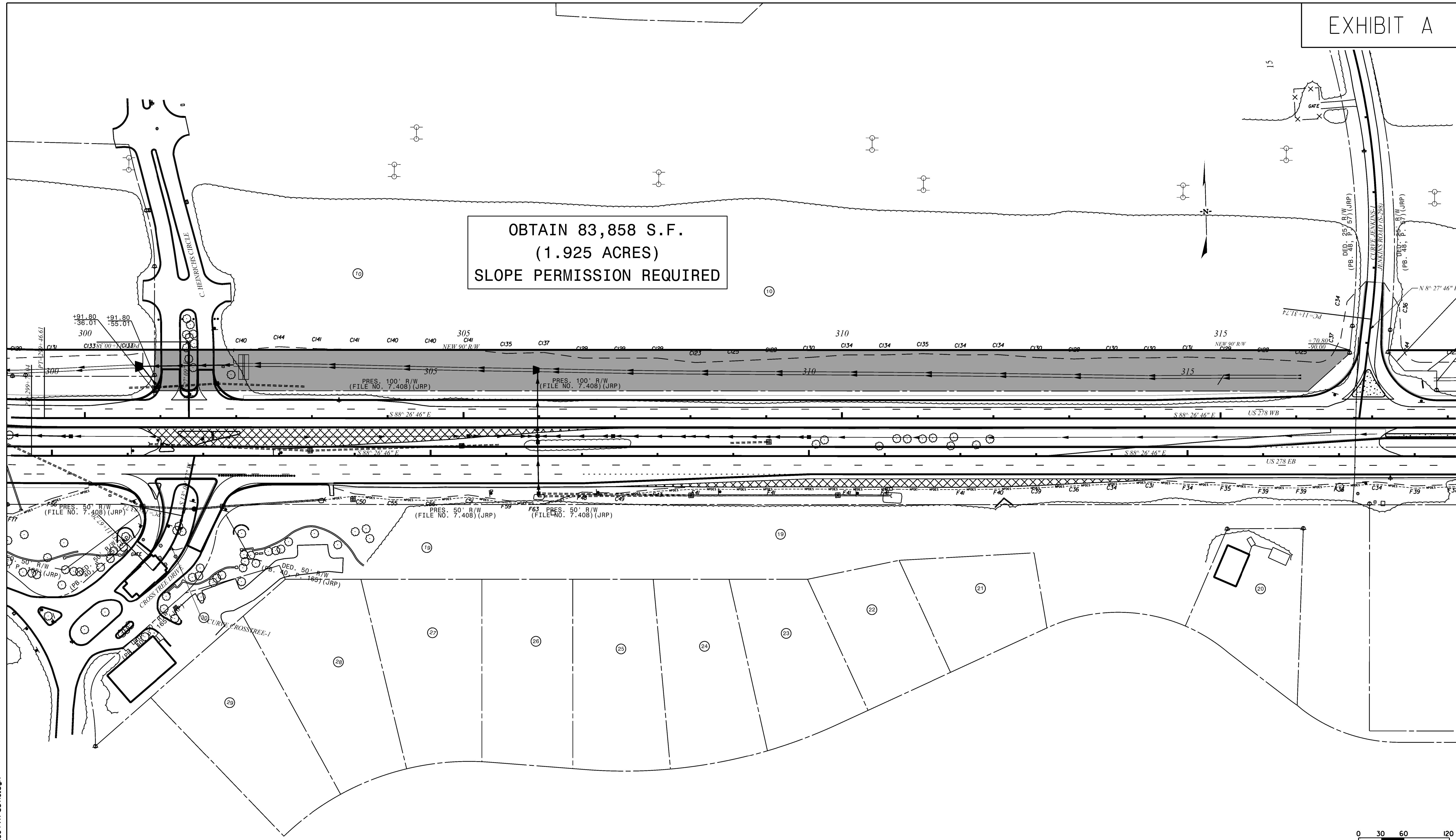
ICA Engineering Inc.
1122 Lady Street, Suite 1100, Columbia, SC 29201



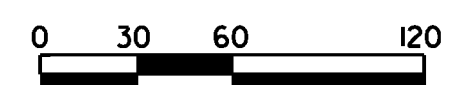
BEAUFORT COUNTY, SC
R/W EXHIBIT
US 278 IMPROVEMENTS
ON JENKINS ISLAND
TRACT 9
CENTRAL ELECTRIC POWER CO.

10/11/2017
c:\pwworking\eng\east\0345504\Tract05.dgn

OBTAIN 83,858 S.F.
(1.925 ACRES)
SLOPE PERMISSION REQUIRED

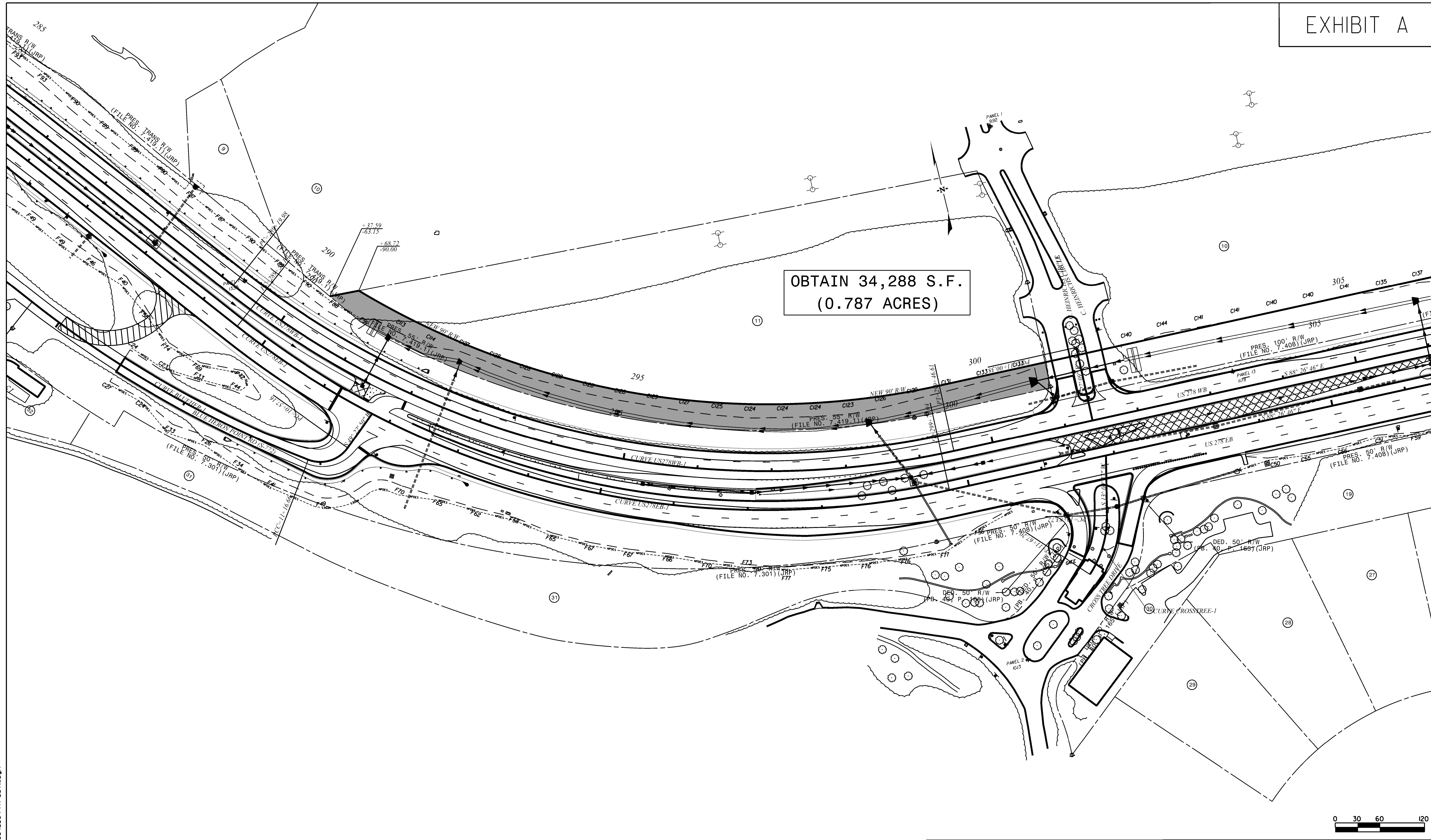


1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



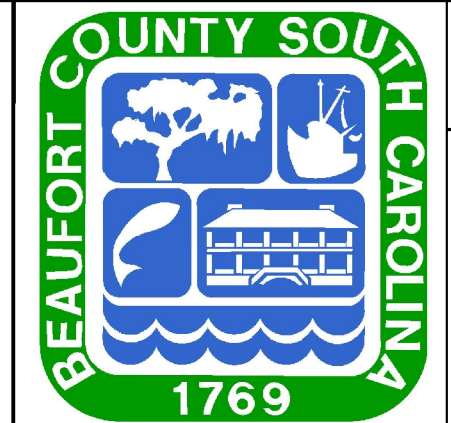
10/11/2017
c:\pwworking\east0\c0345504\Tract10.dgn

 ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201	 BEAUFORT COUNTY SOUTH CAROLINA 1769	BEAUFORT COUNTY, SC
		R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 10 TOWN OF HILTON HEAD ISLAND



1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE

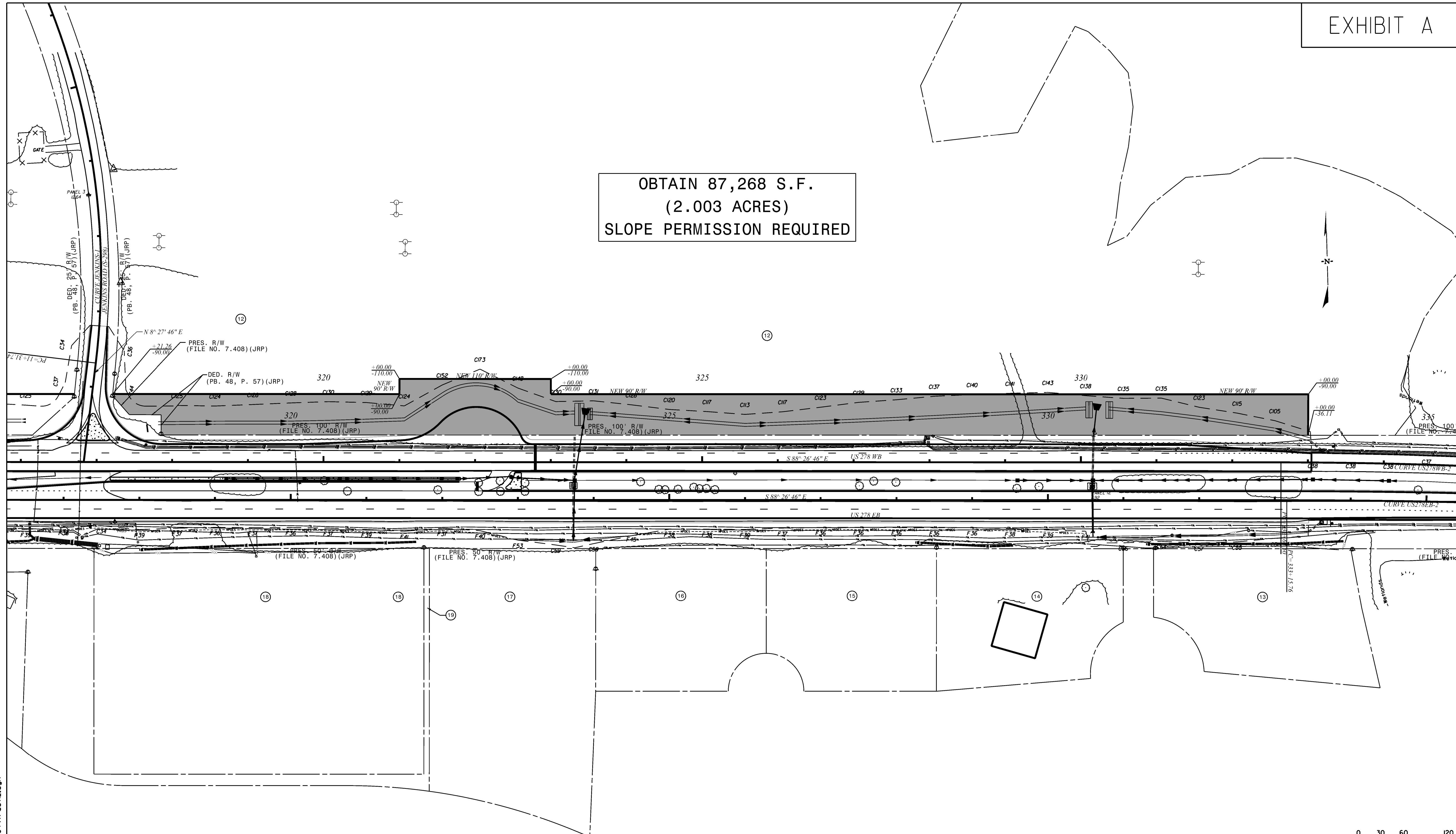
HR ICA
 ICA Engineering Inc.
 1122 Lady Street, Suite 1100, Columbia, SC 29201



BEAUFORT COUNTY, SC
 R/W EXHIBIT
 US 278 IMPROVEMENTS
 ON JENKINS ISLAND
 TRACT II
 TOWN OF HILTON HEAD ISLAND

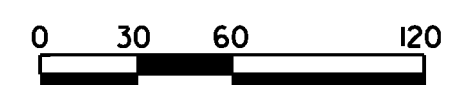
10/11/2017
 c:\pwork\ing\east01\0345504\TractII.dgn

OBTAIN 87,268 S.F.
(2.003 ACRES)
SLOPE PERMISSION REQUIRED

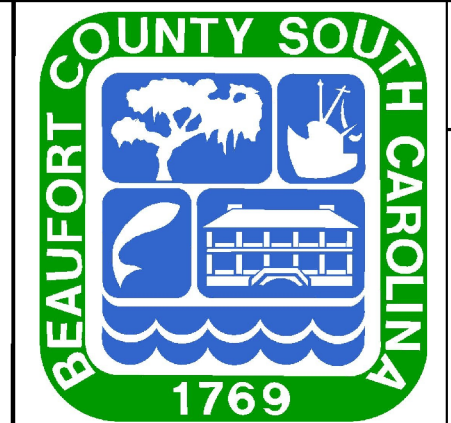


10/11/2017
c:\pwworking\east0\d0345504\Tract12.dgn

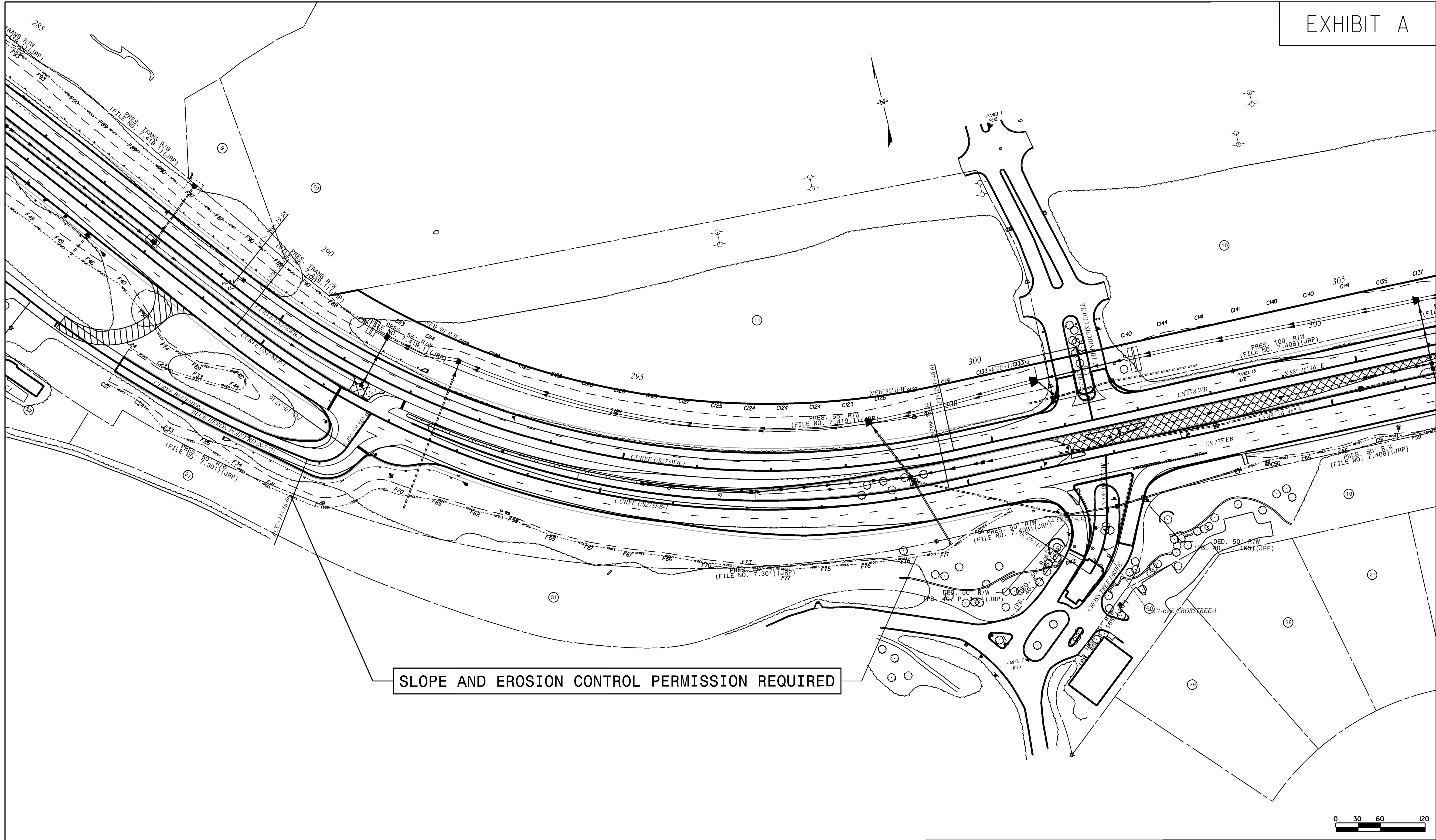
1. EXISTING R/W PRIOR TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



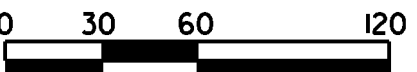
HR ICA
ICA Engineering Inc.
1122 Lady Street, Suite 1100, Columbia, SC 29201



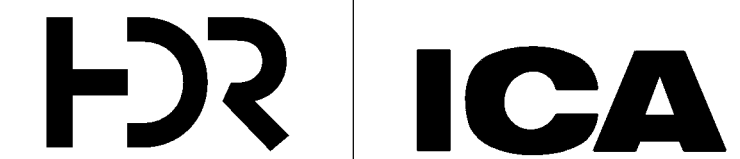
BEAUFORT COUNTY, SC
R/W EXHIBIT
US 278 IMPROVEMENTS
ON JENKINS ISLAND
TRACT 12
TOWN OF HILTON HEAD ISLAND



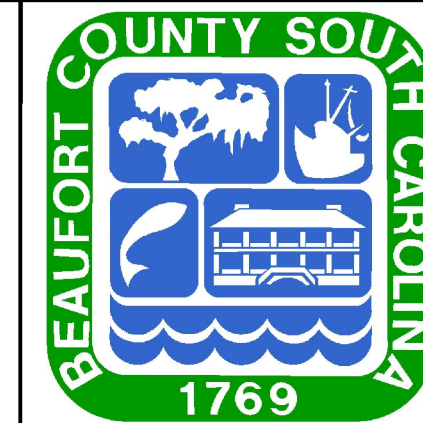
SLOPE AND EROSION CONTROL PERMISSION REQUIRED



1. EXISTING R/W PRIOR TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



ICA Engineering Inc.
1122 Lady Street, Suite 1100, Columbia, SC 29201



BEAUFORT COUNTY, SC
R/W EXHIBIT
US 278 IMPROVEMENTS
ON JENKINS ISLAND
TRACT 31
WINDMILL HARBOUR ASSOCIATION



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Public Access and Passive Recreation Projects Reservation Request - Phase II

Council Committee:

Meeting Date:

November 18, 2019

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

A request to reserve \$4.235M for the planning and construction of public access and passive recreation projects on RCLP passive parks.

Points to Consider:

1) The Passive Parks Public Use Work Plan identifies properties of the highest priority for completion of public access and passive recreation. 2) Maintenance at these properties is currently being done, or will be under an MOU with a partnering agency. 3) Completion of the projects will provide immediate revenue generation to be used towards maintenance and management of these, and other, passive park properties. 4) County Council approved the Passive Park Program support resolution on April 22, 2019. 5) County Council approved the first Public Access and Passive Recreation Projects Resolution on May 20, 2019.

Funding & Liability Factors:

\$4.235M requested to be reserved from the 2018 Land Preservation Bond funding, which will complete the authorized 20% use of those funds towards passive park public access and passive recreation projects.

Council Options:

1) Approve the request, 2) Approve the request with revisions, 3) Do not approve the request

Recommendation:

Approve the requested amount and source as written.

RESOLUTION 2019/___

**A RESOLUTION TO SUPPORT PUBLIC ACCESS AND PASSIVE RECREATION PROJECTS
ON RURAL AND CRITICAL LAND PRESERVATION PROGRAM PASSIVE PARK
PROPERTIES**

WHEREAS Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program; and

WHEREAS the 2018 Land Preservation Bond referenda passed with 70% approval by the citizens of Beaufort County; and

WHEREAS the 2018 Land Preservation Bond referenda states that an amount “not to exceed 20%” of the funds may be used to improve existing and newly acquired open space and natural areas protected under the Program; and

WHEREAS Beaufort County has acquired over 13,000 acres of fee-simple properties with Land Preservation funding, and anticipates acquiring additional fee-simple properties with Land Preservation funding; and

WHEREAS Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens; and

WHEREAS Beaufort County believes and supports that the preserved lands should be publically accessible with passive recreation improvements; and

WHEREAS Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018; and

WHEREAS Beaufort County adopted by Resolution (2019/18) the right to reserve Land Preservation Bond funds for the implementation of public access and passive recreation park improvement projects on a first come, first serve basis with \$5 million (20%) from the 2018 Land Preservation Bond funding; and

WHEREAS on May 20, 2019, Beaufort County adopted by Resolution (2019/23) a reservation request of \$765,000 (3.1%) from the 2018 Land Preservation Bond funding towards the implementation of public access and passive recreation projects on County owned fee-simple Rural and Critical Preservation Land Program passive parks.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA reserves an amount not to exceed \$4,235,000 (16.9%) from the 2018 Land Preservation Bond funding towards the implementation of public access and passive recreation projects, as listed in Exhibit A, on County owned fee-simple Rural and Critical Preservation Land Program passive parks.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock
Clerk to Council

Exhibit A

Public Access and Passive Recreation Projects

Mobley Preserve Design/Build	\$1,000,000
Okatie Marsh Regional Preserve Planning/Construction	\$1,000,000
Pinckney Point Preserve Planning/Construction	\$1,000,000
Whitehall Park Design/Build	\$500,000
Ford Shell Ring Park Planning/Construction	\$250,000
Pocket Parks Design/Build	\$485,000
TOTAL	\$4,235,000



Public Access and Passive Recreation Reservation Request

NATURAL RESOURCES COMMITTEE

OCTOBER 21, 2019

Projects



▶ Mobley Preserve (Design/Build)	\$1,000,000
▶ Okatie Marsh/Olsen Preserve (Planning/Construction)	\$1,000,000
▶ Pinckney Point Preserve (Planning/Construction)	\$1,000,000
▶ Whitehall Park (Design/Build)	\$500,000
▶ Ford Shell Ring Park (Planning/Construction)	\$250,000
▶ Pocket Parks (Design/Build)	\$485,000
▶ TOTAL	\$4,235,000

Maintenance



- ▶ Mobley Preserve
 - ▶ Port Royal Sound Foundation is a co-owner, possible MOU
- ▶ Okatie Marsh Regional Preserve
 - ▶ Beaufort County Animal Shelter is a partner, possible MOU
- ▶ Pinckney Point Preserve
 - ▶ Near Pinckney Colony Park, possible inclusion in P&R Department maintenance schedule
- ▶ Whitehall Park
 - ▶ City of Beaufort lease agreement in place
- ▶ Ford Shell Ring Park
 - ▶ Hilton Head Archaeological Society is a partner, possible MOU
- ▶ Pocket Parks
 - ▶ Adjacent to County maintained boat ramps, possible inclusion into PW maintenance schedule

Revenue

- ▶ Pavilions (most properties) \$100/instance
- ▶ Event Venue Opportunity (Pinckney Point, Whitehall) \$500-\$2,000/instance
- ▶ Timber (Mobley, Okatie Marsh, Pinckney Point) Variable*

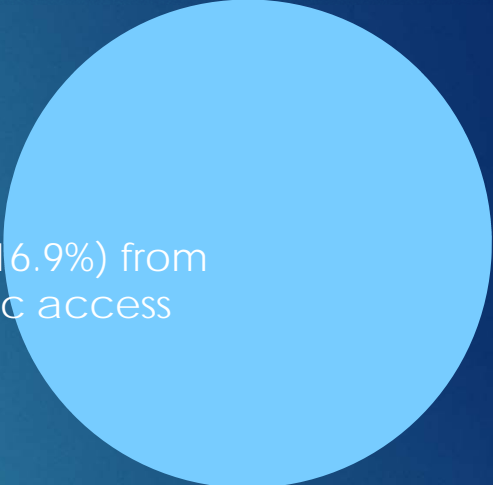
- ▶ Construction Grant Opportunities Variable
 - ▶ Yamaha Outdoor Access Initiative
 - ▶ Land and Water Conservation Fund
 - ▶ Parks and Recreation Development Fund
 - ▶ Recreational Trails Program

** Timber planning is currently being conducted.*



Staff Recommendation:

Approve the reservation of an amount not to exceed \$4,235,000 (16.9%) from 2018 Land Preservation Bond funds for the implementation of public access and passive recreation projects as described.





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance authorizing the execution of a declaration of restrictive covenants on 75 Confederate Avenue, also known as Bailey Memorial Park

Council Committee:

Natural Resources voted August 19, 2019

Meeting Date:

County Council November 18, 2019 for 2nd Reading with Amendment as voted on at 1st Reading

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

Whether or not to place restrictive covenants on 75 Confederate Avenue.

Points to Consider:

The request, if approved, will result in restrictive covenants which place limitations on how the property is to be developed, used, and maintained as a public space consistent with the conservation value of the property.

1st Reading resulted in an amendment to allow additional properties to be added to the Declaration of Covenants. The attached reflects the amendment from 1st Reading.

Funding & Liability Factors:

None.

Council Options:

Approve, Modify, or Reject

Recommendation:

Staff recommends approval.

ORDINANCE 2019/_____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DECLARATION OF RESTRICTIVE COVENANTS ON PROPERTY LOCATED AT 75 CONFEDERATE AVENUE, ALSO KNOWN AS BAILEY MEMORIAL PARK.

WHEREAS, Beaufort County (“County”) is the sole owner in fee simple of certain real property located at 75 Confederate Avenue, Bluffton, South Carolina, 29910, which is known as the Bailey Memorial Park (“Property”) ; and

WHEREAS, the County established the Rural and Critical Land Preservation Program in 1999 with purposes which include providing for the purchase of fee simple interests in lands which are deemed critical for the protection of natural resources, historic and cultural significance, regional or local recreation potential, viewscapes and lands suitable for public use; and

WHEREAS, the County purchased the Property through the Rural and Critical Lands Preservation Program to provide the public with a park for passive recreation, the opportunity to enjoy natural resource-based activities and to enjoy the scenic natural surrounds and views; and

WHEREAS, the County desires to establish restrictive covenants to ensure that the use of, and any future owners of any portion of the Property, protect the unique character of the Property in a manner which provides for public use and enjoyment of the Property; and

WHEREAS, Beaufort County Council has determined that it is in the best interests of its citizens and residents of Beaufort County to authorize the execution and delivery of the Declaration of Restrictive Covenants (Exhibit “A”) which are attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to execute and record the Declaration of Restrictive Covenants as are set forth in Exhibit “A”.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

This Purpose is further to ensure that the Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation goals and to prevent any use of the Property that would significantly impair or interfere with the Purpose while allowing for public passive recreation and education use of the Property that are compatible with, and not contrary to, the goals and purposes of the Rural and Critical Lands Preservation Program.

2. Restrictions. The County, and any future owners of any portion of the Property, shall be restricted to use the Property in accordance with these covenants. Specifically the following acts or uses are prohibited:
 - a. *Residential Structures*. No structure on the Property shall be used as a temporary or permanent dwelling for human beings.
 - b. *Industrial Uses*. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.
 - c. *Commercial Use*. There shall be no commercial uses, activities or structures on the Property, unless approved by the current owner of the Property. The owner of the Property may grant approval for use of the Property for the purpose of events or activities, so long as the events or activities do not violate a reasonable standard for passive park activities, or for a purpose in furtherance of the Purpose as stated in this Declaration.
3. Enforceability. This Declaration shall be binding upon the County and any subsequent owner of the Property. The failure of the County, or any subsequent owner of the Property, to enforce any provision hereof shall not be deemed a waiver of any provision established in this Declaration.
4. General Provisions.
 - a. *Amendment*. Any amendments to this Declaration shall be made in writing and recorded in the Beaufort County Register of Deeds by the current owner of the Property.
 - b. *Captions*. The section headings appearing in this Declaration are for convenience of reference only and are not intended to any extent for the purpose, to limit or define any section or any subsection hereof.
 - c. *Severability*. If any provision of this Declaration is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration shall nonetheless remain in full force and effect.
 - d. *Governing Law and Forum*. This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina. The forum and jurisdiction for any litigation associated with this Declaration shall be the Court of Common Pleas for Beaufort County, South Carolina.
5. Additional Property. The County reserves unto itself the right to submit additional properties to this Declaration of Restrictive Covenants as deemed appropriate when property is acquired for the purposes of the Rural and Critical Lands Preservation Program. Such additional property shall be subject to all of the Covenants and Restrictions as stated in this Declaration.

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, and being more particularly described as Parcel "B" containing 54.318 Acres as shown and described in that certain plat entitled "Southmark Properties" dated September 26, 1980 and revised on February 12, 1981, and prepared by Low Country Land Surveyors and signed by Forrest F. Baughman, RLS which said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 81. For a more detailed description as to the courses, metes, distances, bounds, reference may be had to a drawing of TMS #R600 039 00B 0147 prepared by Mark W. Douglas, III of Coastal Surveying Co., Inc. dated July 13, 2015, and recorded with the Warranty Deed in Book 3763 at Page 1764.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Penn Center ATAX Funding Request

Council Committee:

Executive Committee - October 14, 2019 (approved 9:1)

Meeting Date:

County Council - November 18, 2019

Committee Presenter (Name and Title):

Thomas J. Keaveny, II County Attorney

Issues for Consideration:

Penn Center, Inc. requests 3% A-TAX funding to implement Phase I of a two phase Building Restoration & Maintenance program.

Points to Consider:

Penn Center is an important tourism destination. Many buildings at Penn Center are in dire need of maintenance. Penn has identified several buildings which need work and which it believes are most likely to result in revenue generating activities. It intends to work on these properties first. It has identified them in Phase 1 of its Building & Maintenance program. The cost of the projects which are listed in Phase 1 is estimated to be approximately \$822,000.

Funding & Liability Factors:

On October 28, 2019 County Council voted 10:1 to approve, subject to certain conditions, appropriation of \$822,000 to Penn Center, Inc. These funds are to be applied to the Phase I building projects. Proposed funding is from local 3% A-Tax. Funding conditions are set forth in the operative clause (which begins "Now, Therefore") of the revised draft ordinance which accompanies this AIS.

Council Options:

1) Appropriate \$822,000 from 3% ATAX funds to the Penn Center Phase I building project, 2) Appropriate an amount less than \$822,000, 3) Deny the request.

Recommendation:

Appropriate \$822,000 from 3% ATAX funds to be used for the projects which are set forth on Penn Center 's Phase I building project on the terms set forth in the draft ordinance.

2019/ _____

AN ORDINANCE APPROPRIATING FUNDS NOT TO EXCEED \$ 822,000 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO PENN CENTER, INC. TO ASSIST WITH PHASE I BUILDING PRESERVATION, RENOVATION AND RESTORATION OF HISTORIC BUILDINGS ON THE PENN CENTER CAMPUS

WHEREAS, Penn Center, Inc. (“Penn”) is a 501(c)(3) non-profit organization. Its mission is to promote, preserve and protect Penn Center’s history and culture through education, community development and social justice. It operates Penn Center one of the most significant African American historical and cultural institutions in existence today. It is a prominent historic tourist destination. It is located on Martin Luther King Drive (TMS No. R300 016 000 0094 0000). Penn seeks financial assistance from the County to fund its efforts to preserve, protect, renovate and restore historically significant buildings on Penn Center’s campus which currently serve, and will continue to serve for years to come, as a destination for tourists, visitors and scholars to Beaufort; and

WHEREAS, to facilitate and guide this effort, Penn has established a two-phase building preservation, renovation and restoration plan. Phase I improvements are described on Penn Center Building Restoration and Maintenance Plan (Exhibit “A”). This phase is estimated to cost approximately \$822,000. Penn seeks assistance from the County for this phase of the project; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide assistance to Penn in this effort.

NOW THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation to Penn Center, Inc. in an amount not to exceed \$ 822,000 is hereby authorized from the 3% Local Accommodations Tax fund to assist with Phase I building preservation, renovation and restoration as set forth in Exhibit A (collectively the “Work”) which is incorporated herein by reference. This appropriation is contingent upon each of the following conditions:

1. Receipt of a properly completed local A-tax application and review of the same pursuant to Resolution 2019/31;
2. contracts for the Work shall be awarded through the Beaufort County procurement process;
3. Penn shall contract with Oceana Design, LLC (the architectural firm which helped Penn design the two-phase plan) to provide architectural review and contract administration services for all work which is performed utilizing these funds;
4. Oceana Design, LLC shall review, approve and submit to Beaufort County, directly, all Applications for Payment;
5. Beaufort County shall retain the funds in their entirety and shall make payment only upon receipt of approved Applications for Payment from Oceana Designs, LLC and only upon the terms specified therein; and
6. Funds will be utilized solely for the capital improvement projects which are identified in Exhibit “A” and solely for the purposes specified therein; and

7. Penn shall comply with all reporting requirements which Beaufort County recently adopted relating to 3% Local A-Tax appropriations which are set forth in Resolution 2019/31.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Olsen Tract Easements Ordinance

Council Committee:

Executive Committee (October 14, 2019) - Approved 10:0

Meeting Date:

County Council, November 18, 2019

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

Issues for Consideration:

Retroactively authorize two (2) easement agreements with Mr. and Mrs. Olsen for access/utilities and a security fence on the County owned Olsen Tract (R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000).

Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens have entered into an access/utility easement for ingress/egress through County property, as well as a security fence easement for security and privacy along the common property boundary. Executive Committee discussed these easements on October 14, 2019 and recommended retroactively moving them forward to County Council for authorization via the ordinance process.

Funding & Liability Factors:

None

Council Options:

Retroactively authorize the access/utility and fence easements as recorded on December 15, 2016.

Recommendation:

Retroactively authorize the access/utility and fence easements as recorded on December 15, 2016.

ORDINANCE 2019/ _____

AN ORDINANCE AUTHORIZING THE APPROVAL OF AN ACCESS AND UTILITY EASEMENT AND A SECURITY FENCE EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS A PORTION OF THE OLSEN TRACT

WHEREAS, Beaufort County (“County”) owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

WHEREAS, the County purchased the aforementioned Property with an existing roadway used by the sellers Mr. and Mrs. Olsen to access their adjacent 10.19 acre piece of property, known as R600 013 000 0371 0000, that is accessed from Okatie Highway/Highway 170 by Heffalump Road, which runs through County Property; and

WHEREAS, pursuant to the original Purchase Agreement dated December 4, 2016 between the parties, the County agreed to grant an easement for vehicular and pedestrian access, ingress and egress, as well as an easement for the installation and maintenance of utilities that serve the Olsen’s private property; and

WHEREAS, pursuant to the original Purchase Agreement dated December 4, 2016 between the parties the County agreed to grant an easement for purposes of security and privacy to erect a security fence that would provide a natural looking border and barrier between the property lines of the County and the Olsens; and

WHEREAS, Beaufort County Council recognizes that no public hearing nor ordinance was presented and therefore the two (2) aforementioned easements are invalid, void ab initio and of no binding legal effect; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to retroactively authorize the execution and delivery of the requested Access and Utility Easement attached hereto and incorporated by reference and shown on Exhibit A as prepared by Howell, Gibson & Hughes, PA and having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2881-2885; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to retroactively authorize the execution and delivery of the requested Security Fence Easement attached hereto and incorporated by reference and shown on Exhibit B as prepared by Howell, Gibson & Hughes, PA and having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2891-2895; and

WHEREAS, Mr. and Mrs. Olsen shall be solely responsible for any and all maintenance of Heffalump Road and the security fence; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property, including the grant of an easement encumbering public lands, owned by Beaufort County must be authorized by Beaufort County Council by ordinance and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby retroactively authorize the execution of the Access and Utility Easement (Exhibit

A) and the Security Fence Easement (Exhibit B) to Mr. and Mrs. Olsen for a portion of the property known as the Olsen Tract, as referenced herein and incorporated as if verbatim.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Chronology:
Third Reading
Second Reading
Public Hearing
First Reading

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantee's access and utility easement.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantees, their heirs and assigns, for the benefit of the Grantees' Homestead Parcel, a non-exclusive perpetual easement (a) over, upon and across a portion of the Grantor's Property constituting a twenty foot (20') wide easement area depicted as a gravel drive (Heffalump Road) extending to the east from S.C. Hwy. 170 for purposes of vehicular and pedestrian ingress and egress to and from Grantees' Property over the easement area; and (b) over, upon and across Grantor's Property for the purposes of installing, maintaining and using necessary utilities, if any, for the benefit of the Grantees' property which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be for the benefit of Grantee and for the benefit of any and all other occupants, guests, invitees, delivery persons, etc., of the Homestead Parcel, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular and pedestrian access, ingress and egress, and the installation, maintenance and use of necessary utilities that shall serve Grantees' Homestead Parcel. Neither party shall install a fence or other barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Notwithstanding the foregoing, nothing herein shall be construed and/or interpreted to prohibit the Grantees, their heirs and assigns, from erecting a fence and security gate on their Homestead Parcel's terminus with the within Easement herein granted. Grantees shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by Grantor in advance of any material changes or improvements made to the easement area.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantees use and of the Easement Area.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs and assigns.

7. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times

specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

9. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

10. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Edwin R. Olsen and Sue Schrank Olsen, their heirs and assigns, and Beaufort County, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this, within Access and Utility Easement Agreement to be executed, by their hands and seals, this 13 day of December, 2016.

GRANTOR:

WITNESSES:

[Signature]
T. Beedle

BEAUFORT COUNTY
[Signature]
Gary Kubic
Beaufort County Administrator

State of South Carolina)
County of Beaufort)

Acknowledgement

I, Bernadene Adles, do hereby certify that Gary Kubic personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

[Signature]
Notary Public of South Carolina
My commission expires: 3/31/2019

WITNESSES:
[Signature]
[Signature]

GRANTEES:
Edwin R. Olsen
Memo, atty in fact
Edwin R. Olsen
By H. L. Novit, Attorney in Fact

WITNESSES:
[Signature]
[Signature]

Sue Schrank Olsen
Memo, atty in fact
Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

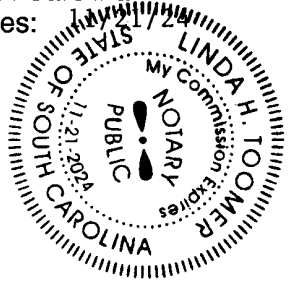
Acknowledgement

I, Linda H. Toomer, do hereby certify that Edwin R. Olsen and Sue Schrank Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

[Signature]

Notary Public of South Carolina
My commission expires:



**EXHIBIT A
EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Access and Utility Easement over and across a portion of two properties owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being in Okatie, Beaufort County, South Carolina and being shown as a 12' gravel road known as Heffalump Road, on that certain plat of survey prepared on August 29, 2016 by David E. Gasque, RLS and being recorded in the Office of the Register of Deeds for Beaufort County on the 15th day of December, 2016, in Plat Book 145 at Page 120. Said easement shall include 4' of shoulder off of each of the edges of the existing road for utility purposes. For a more complete description as to courses, metes, bounds and distances referenced may be had to said plat.

A portion of: TMP: R600 013 000 0005 0000 and R600 013 000 003C 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.

closing of the sale by the Grantees of the above mentioned 3 parcels to the within Grantor. Construction shall be undertaken and supervised by the Grantees. The Security Fence shall be designed and constructed by the Grantees subject to the written approval by the Grantor, which approval shall not be unreasonably withheld.

WHEREAS, pursuant to the original Purchase Agreement between the parties, and in consideration of the purchase of the three County parcels, the County agreed to grant, and does hereby grant, an easement for the purposes of erecting a natural fence along the boundary lines of the two adjacent properties. Said easement would also allow for the construction of an entrance gate that would provide access to the Grantee's property at the end of a gravel drive known as Heffalump Road.

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantees' security and gate easement.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantees, their heirs and assigns, for the benefit of Grantees' Property, a 50' non-exclusive perpetual easement over, upon and across a portion of the Grantor's Property constituting a fifty foot (50') wide easement as depicted on a plat prepared by David Gasque dated August 29, 2016 for purposes of Grantee installing and maintaining a Security Fence, as above provided and described, to act as a border and boundary privacy buffer area between the two properties of the Grantor and Grantee. The Grantor hereby grants unto the Grantees the specific right, privilege, license to the owners of the Homestead Parcel to maintain, improve, install plantings, have access to the within provided fifty foot wide easement area as desired by the owners of the Homestead Parcel. As provided-for in the Purchase Agreement between the parties to this Easement Agreement, the cost of construction of the Security Fence constructed by the within Grantees and the within fifty foot (50') wide easement area shall be shared equally by the Grantor and the Grantees. The within provided 50' easement area running just beyond the driveway of the Grantees, and existing across a gravel drive known as Heffalump Road, may also be designated and used for purposes of installing or constructing a gate entrance to the 10.19 acre parcel owned by Grantees. Said within granted easement shall be for the benefit of the Grantees' property which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be for the benefit of Grantees and for the benefit of any and all other occupants of Grantee's Property, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to the erection of a Security Fence, as above provided, and gateway entrance along Heffalump Road. Grantees shall be responsible for maintaining the easement area, inclusive of any repairs that are needed to the Security Fence and gateway entrance to the private drive of the Grantees; however, any improvements to the easement area must be approved by Grantor in advance of

any material changes or improvements made to the easement area. Such Grantor's approvals shall not be unreasonably withheld.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantees' use, privacy, and enjoyment of the Easement Area. Nothing herein shall be interpreted or construed to permit access to the Easement Area by the general public.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs and assigns.

7. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

9. Entire Agreement. This Agreement and the Purchase Agreement between the parties hereto constitute the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

10. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Edwin R. Olsen and Sue Schrank Olsen, their heirs and assigns, and Beaufort County, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this ~~with~~ Access and Utility Easement Agreement to be executed, by their hands and seals, this 12 day of December, 2016.

GRANTOR:

WITNESSES:

J. Budek
Brunadene A. Giles

BEAUFORT COUNTY

Gary Kubic
Gary Kubic
Beaufort County Administrator

State of South Carolina)
County of Beaufort)

Acknowledgement

I, Bernadene A. Giles, do hereby certify that Gary Kubic personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Bernadene A. Giles
Notary Public of South Carolina
My commission expires: 3/3/2019

WITNESSES:

Jada L. Toomer
M. L. Tolal

GRANTEES:

Edwin R. Olsen
By: H. L. Novit, Attorney in Fact
Edwin R. Olsen
By H. L. Novit, Attorney in Fact

WITNESSES:

Jada L. Toomer
M. L. Tolal

Sue Schrank Olsen
By: H. L. Novit, Attorney in Fact
Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

Acknowledgement

I, Linda H. Toomer, do hereby certify that Edwin R. Olsen and Sue Schrank Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Linda H. Toomer
Notary Public of South Carolina
My commission expires: 11/21/24



**EXHIBIT A
EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Easement over and across a portion of property owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being in Okatie, Beaufort County, South Carolina and being shown as a 50' Easement on that certain plat of survey prepared on August 29, 2016 by David E. Gasque, RLS and being recorded in the Office of the Register of Deeds for Beaufort County on the 15th day of December, 2016, in Plat Book 145 at Page 126. For a more complete description as to courses, metes, bounds and distances referenced may be had to said plat.

A portion of: TMP: R600 013 000 003C 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Olsen Tract Lease Agreement Ordinance

Council Committee:

Executive Committee (October 14, 2019) - Approved 10:0

Meeting Date:

October 28, 2019

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

Issues for Consideration:

Ratification of the 2016 lease agreement with Mr. and Mrs. Olsen for the use of two fields for 1 horse and 2 donkeys, the subletting of a dwelling unit, and property maintenance on the Olsen Tract (R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000). Voiding the unauthorized 2018 lease addendum.

Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens have entered into a lease agreement. In 2018, a lease addendum was signed by County Administration without County Council approval. Executive Committee discussed this lease on October 14, 2019 and recommended moving the 2016 lease agreement forward to County Council for ratification via the ordinance process, and also recommended voiding an unauthorized 2018 lease addendum.

Funding & Liability Factors:

None

Council Options:

Ratify the execution of the 2016 lease agreement and void the 2018 lease addendum.

Recommendation:

Ratify the execution of the 2016 lease agreement and void the 2018 lease addendum.

ORDINANCE 2019/ _____

AN ORDINANCE RATIFYING AN UNAUTHORIZED LEASE AGREEMENT DATED DECEMBER 4, 2016 AND TERMINATING DECEMBER 15, 2019 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000 AND ALSO VOIDING AB INITIO AN UNAUTHORIZED JUNE 8, 2018 ADDENDUM ATTEMPTING TO EXTEND FOR FIVE (5) YEARS THE PREVIOUSLY UNAUTHORIZED LEASE

WHEREAS, Beaufort County owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

WHEREAS, pursuant to the original Property Purchase Agreement dated December 4, 2016 between Beaufort County and Mr. and Mrs. Olsen, the County agreed to enter into a lease agreement with the Olsens on a portion of the Property for the purposes of housing a caretaker and grazing and maintaining 1 horse and 2 donkeys for three (3) years, said lease being attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, no public hearing nor ordinance was presented to Council for authorization; and

WHEREAS, the lease agreement between the parties dated December 15, 2016 will expire on December 15, 2019; and

WHEREAS, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

WHEREAS, an unauthorized addendum was executed on June 8, 2018 by the Interim County Administrator attempting to extend the unauthorized lease an additional five (5) years without Council approval and without a public hearing nor an ordinance; and

WHEREAS, Beaufort County Council recognizes that no public hearing nor ordinance was presented and therefore both the lease dated December 15, 2016 and the Addendum dated June 8, 2018 are invalid, void ab initio and of no binding legal effect; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to retroactively authorize by ratification the execution of the original lease agreement dated December 15, 2016 to Mr. and Mrs. Olsen which expires December 15, 2019; however County Council hereby expressly revokes, rescinds and otherwise disavows, to the extent it may be necessary, any authority or legal binding effect regarding the unauthorized June 8, 2018 Addendum; and

WHEREAS, Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, requires that leases of real property owned by the County must be authorized by Beaufort County Council by ordinance and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby retroactively authorize the original Lease Agreement dated December 15, 2016 and terminating on December 15, 2019 to Mr. and Mrs. Olsen for a portion of the property known as the Olsen Tract, as referenced herein as Exhibit A and incorporated as if restated verbatim. Be it further ordained, that County Council expressly rescinds, revokes, and otherwise disavows, to the extent it might be

necessary, any authority or legal binding effect of the unauthorized June 8, 2018 Addendum (Exhibit B) such that the December 15, 2016 lease agreement with Mr. and Mrs. Olsen does expire on December 15, 2019 until such time new leases are approved by County Council.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Chronology:
Third Reading
Second Reading
Public Hearing
First Reading

EXHIBIT A

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

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15th day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this _____ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

1. DESCRIPTION OF LEASED PREMISES.

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

2. TERM. The term, of this Lease shall be for a period of three (3) years, commencing on the 15th day of December, 2016, and terminating on the 15th day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING
BY: *[Signature]*
BEAUFORT COUNTY ATTORNEY
DATE: 12/14/2016

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for arranging for and paying all utility services required on the premises.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

8. TENANTS OBLIGATIONS: Except as may result from and/or being prevented by *force majeure*, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations

primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

9. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

10. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

12. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

13. LOCKOUT. If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall

not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

15. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

17. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

20. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

21. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

22. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also 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.

23. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

24. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

25. 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, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.


26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

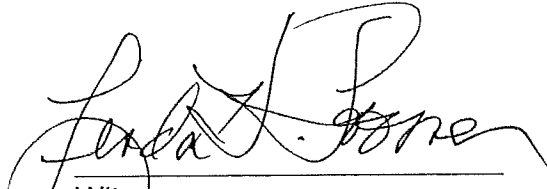
27. OTHER TERMS.

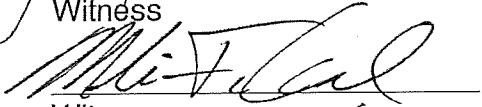
IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

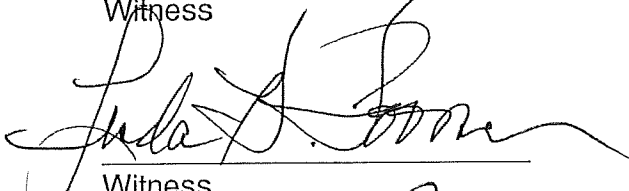
***READ BEFORE SIGNING**

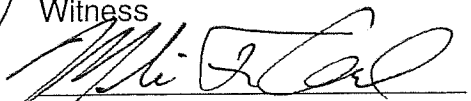

Witness

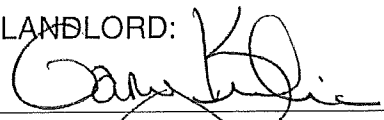

Witness

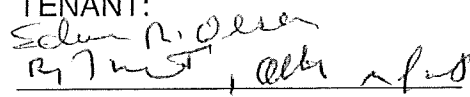

Witness

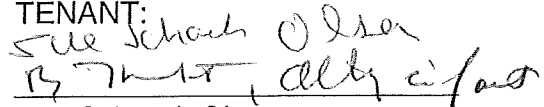

Witness


Witness


Witness

LANDLORD:

Gary Kubic, Beaufort County
Administrator

TENANT:

Edwin R. Olsen
By H. L. Novit, Attorney in Fact

TENANT:

Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

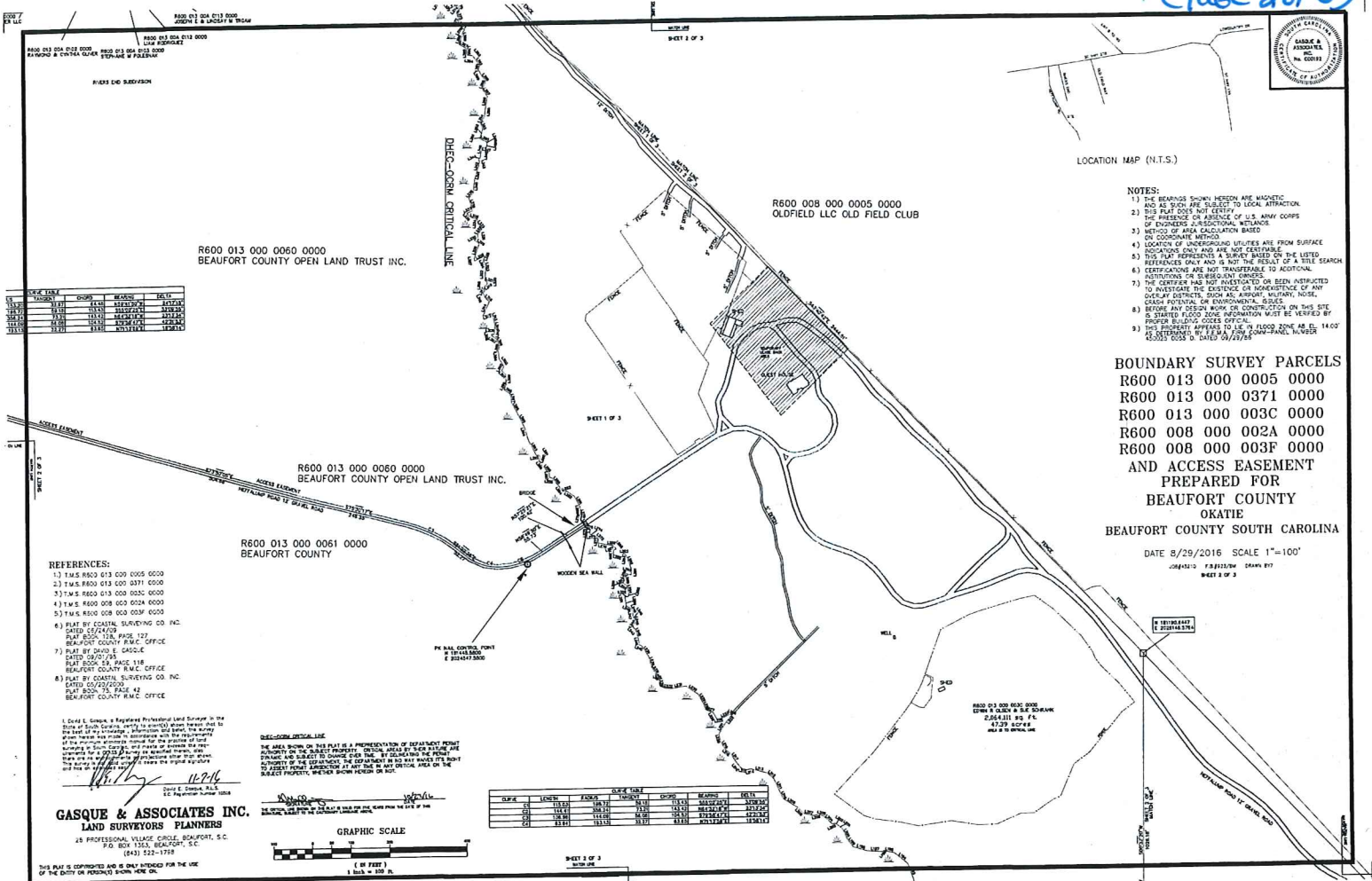
NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth in Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

EXHIBIT "A"
PROPERTY DESCRIPTION /
TEMPORARY LEASEBACK AREA

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 185. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.

PB 146 / 125
(Page 2 of 8)



LOCATION MAP (N.T.S.)

- NOTES:
- 1) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS SUBSTITUTION NOTICES.
 - 3) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT GUARANTEED.
 - 5) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
 - 6) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTRUMENTS OR SUBSEQUENT CONVEYANCES.
 - 7) THE CERTIFIER HAS NOT PERSONALLY BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY CLAIM OR INTEREST, SUCH AS AIRPORT SECURITY NOISE, GRADE POTENTIAL OR ENVIRONMENTAL ISSUES.
 - 8) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
 - 9) THIS PROPERTY APPEARS TO BE IN FLOOD ZONE AS PER 14-007 AS AMENDED BY L.F.A.M. (2004) ZONING-PARTIAL, NO. 14-007 AS AMENDED, D. DATED 04/27/04.

BOUNDARY SURVEY PARCELS
 R600 013 000 0005 0000
 R600 013 000 0371 0000
 R600 013 000 003C 0000
 R600 008 000 002A 0000
 R600 008 000 003F 0000
AND ACCESS EASEMENT
PREPARED FOR
BEAUFORT COUNTY
OKATIE
BEAUFORT COUNTY SOUTH CAROLINA

DATE 8/29/2016 SCALE 1"=100'
 JOB#12121 FRIEDMAN 06494 817
 SHEET 2 OF 3

LINE	LENGTH	BEARING	AREA	PERCENT
1	11.11	S 89° 58' 11" W	121.11	100.00
2	11.11	S 89° 58' 11" W	121.11	100.00
3	11.11	S 89° 58' 11" W	121.11	100.00
4	11.11	S 89° 58' 11" W	121.11	100.00

- REFERENCES:
- 1) T.M.S. R600 013 000 0005 0000
 - 2) T.M.S. R600 013 000 0371 0000
 - 3) T.M.S. R600 013 000 003C 0000
 - 4) T.M.S. R600 008 000 002A 0000
 - 5) T.M.S. R600 008 000 003F 0000
 - 6) PLAT BY COASTAL SURVEYING CO. INC. DATED 05/12/16. PAGE 123. BEAUFORT COUNTY R.M.C. OFFICE.
 - 7) PLAT BY DAVID E. GASQUE. DATED 08/07/16. PAGE 118. BEAUFORT COUNTY R.M.C. OFFICE.
 - 8) PLAT BY COASTAL SURVEYING CO. INC. DATED 05/22/16. PAGE 42. BEAUFORT COUNTY R.M.C. OFFICE.

David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, hereby certifies that he is the author of the foregoing information and that the same was prepared by him or under his direct supervision and that he is a duly licensed and qualified professional in the State of South Carolina. He certifies that he has read the plat and that it is a true and correct representation of the original survey and that he is not aware of any error or omission in the same.

David E. Gasque, P.L.S.
 S.C. Registration Number 12124

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS PLANNERS
 25 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1553, BEAUFORT, S.C.
 (843) 222-1758

DISCLAIMER
 THE AREA SHOWN ON THIS PLAT IS A PRESENTATION OF EASEMENT POINTS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE SURVEYOR AND SURVEYOR'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE PLAT OR FOR ANY DAMAGES TO THE PROPERTY OR FOR ANY DAMAGES TO THE PERSONS OR PROPERTY OF ANY OTHER PARTY. THE SURVEYOR'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE PROPERTY OR FOR ANY DAMAGES TO THE PERSONS OR PROPERTY OF ANY OTHER PARTY.

GRAPHIC SCALE
 1" = 100'

LINE	LENGTH	BEARING	AREA	PERCENT
1	11.11	S 89° 58' 11" W	121.11	100.00
2	11.11	S 89° 58' 11" W	121.11	100.00
3	11.11	S 89° 58' 11" W	121.11	100.00
4	11.11	S 89° 58' 11" W	121.11	100.00

EXHIBIT B

ADDENDUM ONE

STATE OF SOUTH CAROLINA }
 |
COUNTY OF BEAUFORT |

The parties hereby agree to amend and modify that certain Lease dated December 15, 2016 between Edwin R. Olsen and Sue Schrank Olsen, ("Tenant") and Beaufort County, a political subdivision of the State of South Carolina, ("Landlord"), a copy of which is attached hereto, for certain premises located along Heffalump Road, Okatie, South Carolina which constitutes a portion of R600 013 000 003C 0000 as follows:

Section 2. Term. The term of the Lease Agreement will be extended five (5) years beyond its current term which is set to expire December 15, 2019. With the extension the Lease Agreement will expire December 15, 2024.

Section 7. USE OF PREMISES. The first sentence of paragraph two, Section 7, which currently provides: "The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse." The parties agree to amend this sentence to provide: "The demised premises also contains a barn with adjacent corrals and fenced fields. Tenant may board and graze a reasonable number of domestic animals of his choice in this area."

All other terms and condition of the Agreement dated December 15, 2016 which are not changed by this Addendum (specifically including but not limited to Section 8. Tenant's Obligations as well as the remaining provisions of paragraph two, Section 7) remain in full force and effect.

Agreed this 8th day of June, 2018.

Clayton W. Harris
Witness

Landlord:

By: Joshua A. Gruber
Its: Interim County Administrator

Rina P. Escobar.
Witness

Tenant:
Edwin R. Olsen
Edwin R. Olsen
Sue Schrank Olsen
Sue Schrank Olsen

COUNTY OF BEAUFORT)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15th day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this _____ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

1. DESCRIPTION OF LEASED PREMISES.

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

2. TERM. The term of this Lease shall be for a period of three (3) years, commencing on the 15th day of December, 2016, and terminating on the 15th day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING
BY: *Donna J. Vassant*
BEAUFORT COUNTY ATTORNEY
DATE: 12/14/2016

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for and paying all utility services required on the premises.

5. **COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

6. **CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. **USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

8. **TENANTS OBLIGATIONS:** Except as may result from and/or being prevented by *force majeure*, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations

primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

9. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

10. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

12. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

13. LOCKOUT. If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall

not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

15. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

17. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

20. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

21. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

22. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also 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.

23. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

24. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

25. 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, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

27. OTHER TERMS.

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

*READ BEFORE SIGNING

Donna J. Keaveney
Witness

T. Budorf
Witness

Judith A. Jones
Witness

M. F. Tal
Witness

Judith A. Jones
Witness

M. F. Tal
Witness

LANDLORD:
Gary Kubic
Gary Kubic, Beaufort County
Administrator

TENANT:
Edwin R. Olsen
By H. L. Novit, Attorney in Fact

TENANT:
Sue Schrank Olsen
By H. L. Novit, Attorney in Fact

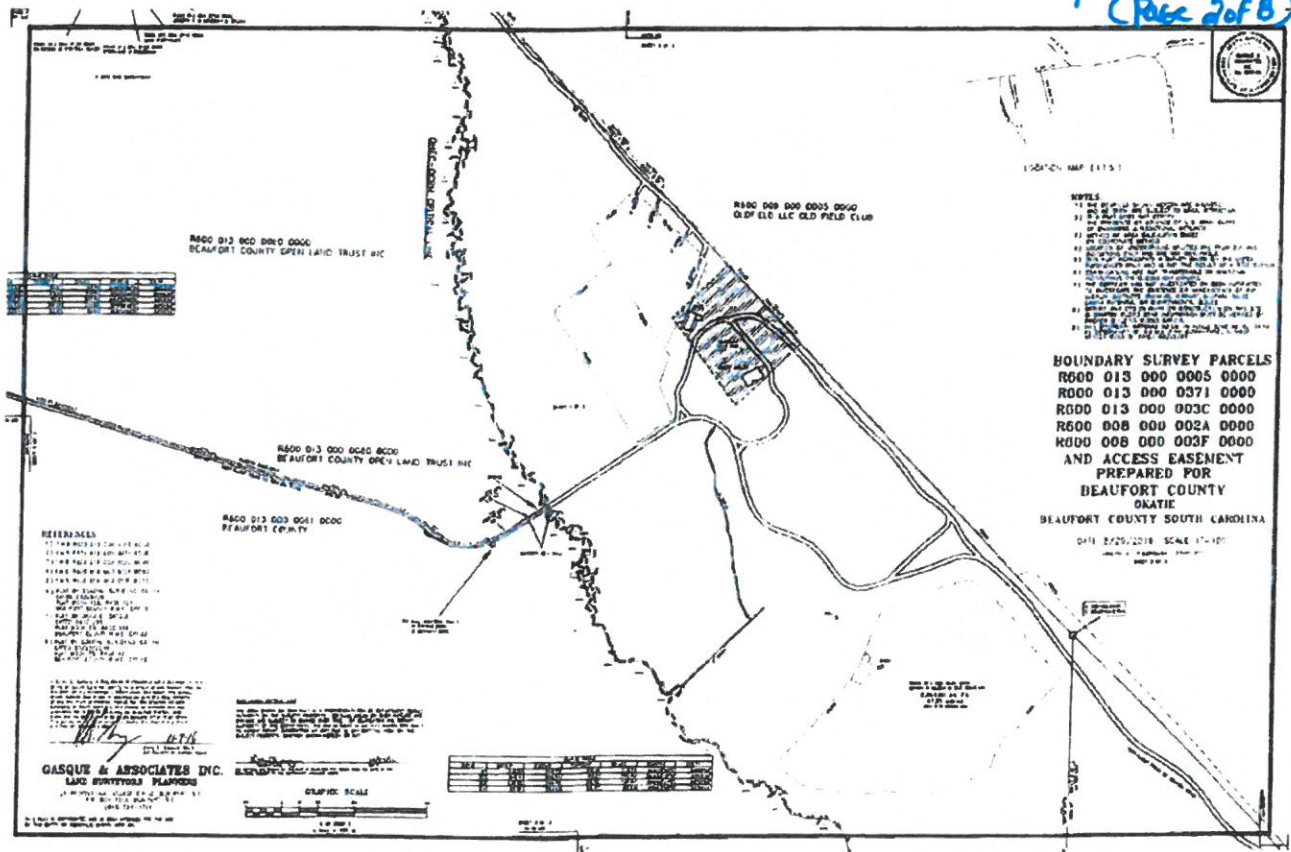
NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth In Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

EXHIBIT "A"
PROPERTY DESCRIPTION /
TEMPORARY LEASEBACK AREA

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 185. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.

PB 146 / 125
(Page 2 of 8)





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA, ENCOURAGING THE SOUTH CAROLINA GENERAL ASSEMBLY TO ADOPT H. 3063, "HATE CRIME BILL"

Council Committee:

Community Services

Meeting Date:

October 21, 2019

Committee Presenter (Name and Title):**Issues for Consideration:****Points to Consider:****Funding & Liability Factors:**

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

RESOLUTION 2019 / X

A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA, ENCOURAGING THE SOUTH CAROLINA GENERAL ASSEMBLY TO ADOPT H. 3063, "HATE CRIME BILL."

WHEREAS, according to the Federal Bureau of Investigations, in 2017, hate crimes across the United States rose by 17 percent and nearly three out of five incidents were related to race and ethnicity ("Incidents, Offenses, Victims, and Known Offenders by Bias Motivation, 2017"); and

WHEREAS, South Carolina is one of only five states in the United States that does not have any laws on hate crimes; and

WHEREAS, H. 3063 is currently being considered by the House Judiciary Committee; and

WHEREAS, H. 3063 provides penalties for persons convicted of a crime with the intent to assault, intimidate, or threaten a person because of race, religion, color, sex, age, national origin, sexual orientation, or homelessness; and

WHEREAS, Beaufort County Council desires to protect and promote the health, safety, welfare, and quiet enjoyment of all residents and visitors.

NOW, THEREFORE BE IT RESOLVED, Beaufort County Council, in a meeting duly assembled hereby expresses its support for H. 3063, "Hate Crime Bill."

DONE this 27 day of October, 2019

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request to Purchase two (2) new ADA vans from State Contract #4400019979 for Beaufort County's Department of Disabilities and Special Needs

Council Committee:

Community Services Committee

Meeting Date:

October 21, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

Issues for Consideration:

The Beaufort County Disabilities and Special Needs (DSN) Department would like to purchase two new Ford Transit conversion vans from Ilderton Conversion Company, a State contract vendor. The vans are needed to accommodate program growth. Two 148" wheelbase vans are for the Adult Employment (Day) Program. They are designed for up to ten passengers and two wheelchairs and have a higher roof and dual rear wheels. Increased engine size and heavier frame are needed due to the weight of the large powered wheelchairs. The backup cameras, L track and Qstraint wheelchair restraints are necessary safety features. DSN's vehicles travel long distances daily, often on unpaved roads, which contributes to constant wear and repairs. The safety of the consumers served by DSN is paramount.

Points to Consider:

1. Per Jeremy Kircus, General Manager of First Vehicle Services, our existing vehicles 23107 and 22911 should be removed from our fleet as both unsafe and not economically feasible to continue repair. These two new Transit vans will replace those vehicles.
2. Total cost for two Vans: \$110,882.

Funding & Liability Factors:

Account # 24420011-54000 DSN Adult Employment Services Program - Vehicle Purchases

Council Options:

Approve or disapprove the purchase request.

Recommendation:

Staff recommends that the Community Services Committee approve the contract award and forward the request to County Council for approval to purchase two ADA vans for a total cost of \$110,882.00.



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

TO: Councilman Lawrence McElynn, Chairman, Community Services Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: State Contract Purchase
 Request to Purchase Two (2) New ADA Vans for Beaufort County's Department of Disabilities and Special Needs

DATE: 10/21/2019

BACKGROUND:

The Beaufort County Disabilities and Special Needs (DSN) Department would like to purchase two new Ford Transit conversion vans from Ilderton Conversion Company, a State contract vendor. The vans are needed to accommodate program growth. Two 148" wheelbase vans are for the Adult Employment (Day) Program. They are designed for up to ten passengers and two wheelchairs and have a higher roof and dual rear wheels. Increased engine size and heavier frame are needed due to the weight of the large powered wheelchairs. The backup cameras, L track and Qstraint wheelchair restraints are necessary safety features. DSN's vehicles travel long distances daily, often on unpaved roads, which contributes to constant wear and repairs. The safety of the consumers served by DSN is paramount. Per Jeremy Kircus, General Manager of First Vehicle Services, our existing vehicles 23107 and 22911 should be removed from our fleet as both unsafe and not economically feasible to continue repair. These two new Transit vans will replace those vehicles.

VENDOR INFORMATION:

Ilderton Conversion
 Two (2) 2018 Ford Transit T350 High Roof 148" U4X Conversion including 3 keys,
 tax, increased engine size, back-up camera and wheelchair restraints

COST:

\$110,882
 See above cost

FUNDING:

Account # 24420011-54000 DSN Adult Employment Services Program - Vehicle Purchases.

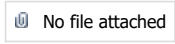
Funding approved: By: Date:

FOR ACTION: Community Services Committee meeting occurring October 21, 2019.

RECOMMENDATION:

Staff recommends that the Community Services Committee approve the contract award and forward the request to County Council for approval to purchase two ADA vans for a total cost of \$110,882.

Attachment: 



cc: Ashley Jacobs, County Administrator

Approved: Date:

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Monica Spells, Assistant County Administrator, Civic Engager

Approved: Date:

Check to override approval: Overridden by:

Override Date: ready for admin:

William Love, Director, Disabilities and Special Needs Division

Approved: Date:

Check to override approval: Overridden by:

Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons

701 South Main Street
P.O. Box 350
High Point, NC 27260

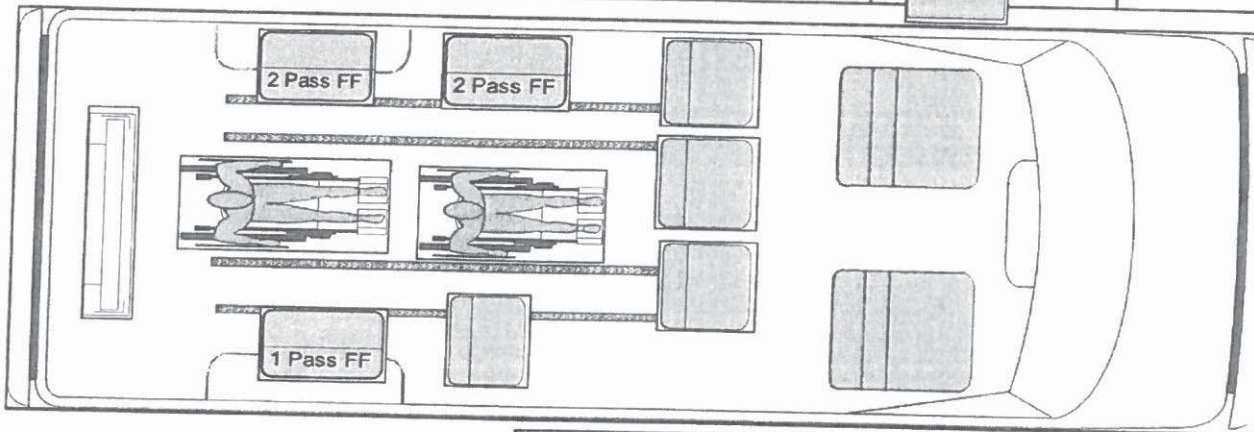
ILDERTON

Conversion & Company

www.ildertonvans.com/commercial.htm

Commercial Van Sales
Ph: (336)822-8709
Fax: (336)887-4043

			ADA SPECIAL PURPOSE BUILT VEHICLE		6/5/2019
Customer	Vicki Prescott	Beaufort DSNB			
Address	100 Clear Water Way Beaufort, SC 29906				
C & S					
Phone	843-255-6300				



QTY		UNIT PRICE	EXT PRICE
1	2019 FORD TRANSIT T350 High Roof 148" U4X	\$35,000	\$35,000.00
1	SYNERGY FLOOR/PLYWOOD SUBFLOOR/LONSEAL VYNL COVERING	\$5,907	\$5,907.00
1	FORD FACTORY HVAC XL TRIM PACKAGE		Factory
4	L TRACK INSTALLED IN FLOOR FULL LENGTH OF UNIT	\$199.25	\$797.00
1	BRAUN CENTURY 1000LB/INSTALL KIT/INTERLOCK SAFETY SYSTEM	\$4,615	\$4,615.00
1	DRIVER SIDE STEP	\$755	\$755.00
1	PASSENGER SIDE STEP	\$903	\$903.00
1	STROBE LIGHT	\$250	\$250.00
1	FACTORY BENCH SEAT		Factory
2	TWO PERSON FLIP AND FOLD SEAT W/INTEGRATED SEAT BELT	\$948	\$1,896.00
1	SINGLE PERSON FLIP AND FOLD	\$769	\$769.00
1	SINGLE PERSON RIGID SEAT	\$600	\$600.00
1	SHOULDER STRAP ANHOR POINT(3 DRIVER SIDE & 2 PASSENGER SIDE)	\$686	\$686.00
1	OVAL POCKETS FOR LAP/SHOULDER BELT ATTACH(3 DRIVER SIDE & 2 PASS)	\$451	\$451.00
0	BUS SYLE ENTRY DOOR	\$0.00	\$0.00
2	SEAT BELT EXTENDERS	\$25	\$50.00
1	BACK UP/REVERSE CAMERA		Factory
1	REROUTE OEM INSTALLED FLOOR DUCTING ALONG DRIVER SIDE WALL	\$611	\$611.00
1	RELOCATE SPARE TIRE LET DOWN	\$170	\$170.00
2	STAINLESS STEEL GRAB BAR @ PASSENGER SIDE SLIDING DOOR	\$176	\$352.00
1	SAFETY PKG (FIRE EXTINGUISHER/FLARE KIT/FIRST AID KIT/BELT CUTTER	\$161	\$161.00
	SUB TOTAL		\$54,973.00

AVAILABLE OPTIONS:			
	PRE-WIRE FOR CAMERAS	\$1,800	\$0.00
	PRE-WIRE FOR W/CAMERAS	\$3,500	\$0.00
	SINGLE PERSON RIGID SEAT W/INTEGRATED SEAT BELT	\$550	\$0.00
1	QRT WHEELCHAIR RESTRAINT SYSTEM W/LAP & SHOULDER BELT	\$418	\$418.00
1	ADDITIONAL KEY	\$250	\$250.00
	5 YEARS 100,000 EXTENDED WARRANTY	\$2,500	\$0.00
OPTIONS TOTAL			\$668.00



BUILDING TRUST
MORTGAGE DOCUMENTS

Delivery Fee	\$300
Tax	\$500
Total Cost	\$55,441

We agree to the listed price
SIGNATURE

Purpose Built ADA Vehicle

Optional Vendor

<u>Contract Number:</u>	4400019979	<u>Contractor:</u>	Ilderton Conversion LLC
<u>Initial Contract Term:</u>	11/27/18 – 10/31/19	<u>Address:</u>	PO Box 350 High Point, NC 27260
<u>Contract Rollover Dates:</u>			
<u>Order Cutoff Date:</u>		<u>Vendor #:</u>	7000145179
<u>Manufacturer:</u>	Ford/TransitWorks	<u>Contact:</u>	Odell McBride
<u>Model:</u>	T-150 Transit	<u>Email:</u>	omcbride@ilderton.com
<u>Commodity Code:</u>	55640	<u>Telephone:</u>	(336) 822-8709
<u>Delivery:</u>	60 days ARO	<u>Fax:</u>	(336) 887-4043

BASE PRICE = \$44,115.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Chassis GVWR Upgrade - One level above standard spec	\$4,930.00
Raised Roof with Double Leaf Passenger Entrance Door (see spec)	\$9,877.00
Flip and Fold Away Seat (per seat)	\$979.00

First Vehicle Services
Beaufort County Division
P.O. Box 6016
Beaufort, SC 29902-6016

To: Vicki

Department: DSN

Subject: Evaluation of Equipment #23107

**Subject equipment was evaluated on Date: 09/12/2019
Maintenance cost history is attached.**

It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.

Kelly Blue Book Private Party value of this unit is \$2394

Total repair cost to date for the unit is \$19,545

Estimate future and present repair cost are \$ Unknown
(This cost does not include major component failures such as engine, transmission and drive train.)

This unit exceeds APWA guidelines for replacement, based on age (13 years), present condition and mileage (225103).

Jeremy Kircus, General Manager
FVS/Beaufort Co.

DEPARTMENT	Bumper Number	Chassis ID	Miles Driven	Description	Labor Cost	Parts Cost	Outside Service Cost	Total Cost	Est Cost Per Mile
24420011-D	23107	DA90683	225,103	23107,2006,F ORD,15 PASS CLUB WAGON	9,287.07	9,555.33	702.7	19,545.1	\$0.09

F470 Unit Work History Report

Unit	Department	Work Order	Date In	Date Out	Meter Reading	Work Order Status	Work Order Description	Reason for Repair
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5289155	May 22, 2019		223,212	AA	23107 CHECK FOR PLAY IN STEERING / CHECK AC	0 CHECK FOR PLAY IN STEERING / CHECK AC
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5179684	Apr 12, 2019	Apr 12, 2019	223,212	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE CHECK FUEL SMELL CHECK SEATBELT
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5211916	Feb 11, 2019	Feb 11, 2019	220,296	C	23107 REPLACE RIGHT REAR TIRE	0 REPLACE RIGHT REAR TIRE
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5209233	Feb 7, 2019	Feb 7, 2019	218,617	C	23107 NAIL IN REAR PASSENGER TIRE	0 TIRE REPAIRS
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5078525	Dec 31, 2018	Dec 31, 2018	218,617	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5115967	Sep 25, 2018	Sep 25, 2018	213,495	C	23107 CHECK BATTERY	0 CHECK BATTERY
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5092409	Aug 22, 2018	Aug 23, 2018	213,183	C	23107 SIDE DOOR WONT OPEN	0 SIDE DOOR WONT OPEN
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5078131	Aug 8, 2018	Aug 14, 2018	213,183	C	23107 REPLACE BAD SEATBELT	0 REPLACE BAD SEATBELT
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	5010759	Aug 7, 2018	Aug 8, 2018	213,183	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE CHECK BACK DOOR CHECK SEATBELT
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4947627	May 9, 2018	May 9, 2018	209,357	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE CHECK TURN INDICATORS
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4947650	Feb 15, 2018	Feb 19, 2018	205,494	C	23107 REPLACE BROKEN PASSENGER SIDE MIRROR	0 REPLACE BROKEN PASSENGER SIDE MIRROR
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4886733	Feb 15, 2018	Feb 15, 2018	205,494	C	23107 Beaufort Light Duty PM-C	0 PM-C SERVICE, ROTATE TIRES PASSENGER SIDE MIRROR IS BROKEN
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4891223	Nov 16, 2017	Nov 17, 2017	201,970	C	23107 REAR DOORS WONT OPEN	0 REAR DOORS WONT OPEN
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4773776	Nov 8, 2017	Nov 9, 2017	201,970	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES CHECK LIGHTS
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4659068	Jun 8, 2017	Jun 8, 2017	195,633	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES CHECK HORN
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4659210	Jan 13, 2017	Jan 18, 2017	189,082	C	23107 REPLACE BAD CLOCK-SPRING	0 REPLACE BAD CLOCK-SPRING
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4531110	Jan 12, 2017	Jan 13, 2017	189,082	C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES CHECK HORN INOP AT TIMES CHECK BACK UP ALARM
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4571310	Sep 23, 2016	Sep 26, 2016	183,061	C	23107 ROAD CALL- VEHICLE DIED	0 ROAD CALL- VEHICLE DIED
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4552597	Aug 26, 2016	Aug 26, 2016	182,272	C	23107 ROAD CALL / REPAIR FLAT TIRE	0 REPAIR FLAT TIRE
23107,2006,FORD,15 PASS CLUB WAGON DA90683	24420011-D DSN-Adult Support Services	4467241	Jul 25, 2016	Jul 26, 2016		C	23107 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES DRIVER COMPLAINS ABOUT BRAKES LOCKING UP / CHECK BRAKES CHECK TIRES

DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4377526	Apr 20, 2016	Apr 20, 2016	177,186	C	23107 Beaufort Light Duty PM-B	0 PM B SERVICE, ROTATE TIRES
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4423807	Mar 8, 2016	Apr 20, 2016	177,186	C	23107 ACCIDENT DAMAGE INSPECTION	0 ACCIDENT DAMAGE INSPECTION REAR DOORS AND REAR BUMPER DAMAGE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4404261	Feb 10, 2016	Feb 11, 2016	175,597	C	23107 ALL LIGHTS ON DASH CAME ON	0 ALL LIGHTS ON DASH CAME ON LIGHT CAME ON THAT SAYS "SERVICE ASC NOW" VAN SHUT OFF
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4354915	Jan 4, 2016	Jan 6, 2016	173,384	C	23107 Beaufort Light Duty PM-C	0 PM C SERVICE, ROTATE TIRES TRANS SERVICE NOT DUE AT THIS TIME VEHICLE HAS NO HEAT FRONT RIGHT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4277855	Nov 4, 2015	Nov 5, 2015	170,325	C	23107 REPAIR FLAT TIRE	0 REPAIR TIRE (SPARE IS ON VEHICLE)
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4277551	Nov 4, 2015	Nov 4, 2015	169,931	C	23107- TIRE REPAIR	0 TIRE REPAIR- BEAUFORT AUTO- PO 1318991
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4257331	Oct 26, 2015	Oct 26, 2015	169,931	C	23107 INSTALL SPARE TIRE	0 INSTALL SPARE TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4252310	Oct 23, 2015	Oct 23, 2015	169,444	C	23107 REPLACE TIRE THAT WAS RUN FLAT	0 REPLACE TIRE THAT WAS RUN FLAT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4252260	Oct 23, 2015	Oct 23, 2015	169,444	C	23107 ROAD CALL / FLAT TIRE	0 ROAD CALL / FLAT TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4204730	Oct 2, 2015	Oct 13, 2015	169,444	C	23107 NEEDS NEW TRANSMISSION	0 NEEDS TRANSMISSION REPLACED Line 20 ORDERED TRANSMISSION FROM ATR TRANSMISSION ETA 10-12
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3972175	Oct 1, 2015	Oct 2, 2015	169,444	C	23107 BFTCO Light Vehicle PM B	0 B PM SERVICE, ROTATE TIRES
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4202473	Oct 1, 2015	Oct 1, 2015	169,444	C	23107 TOWED FOR STALLED OUT	0 TOWED FOR STALLED OUT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	4090710	Aug 12, 2015	Aug 12, 2015	166,633	C	23107 NAIL IN TIRE	0 NAIL IN TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3970010	Jun 18, 2015	Jun 18, 2015	163,271	C	23107 BFTCO Light Vehicle PM B	0 PM-B SERVICE CHECK FRONT AND REAR A/C FOR PROPER OPERATION
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3907747	May 20, 2015	May 21, 2015	161,808	C	23107 VAN KEEPS SHUTTING OFF, CHECK ENGINE LIGHT ON	0 VAN KEEPS SHUTTING OFF CHECK ENGINE LIGHT ON
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3892506	May 13, 2015	May 13, 2015	161,748	C	23107 ROAD CALL, WONT START	0 ROAD CALL FOR UNIT WONT START
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3849845	Apr 23, 2015	May 6, 2015	160,666	C	23107- SEAT BELT INOP	0 THIRD ROW RIGHT SEAT BELT INOP
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2582728	Apr 23, 2015	Apr 24, 2015	160,666	C	23107 BFTCO Light Vehicle PM C	0 C PM SERVICE ** SEAT BELTS ON 3RD ROW NOT WORKING **
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3242870	Mar 2, 2015	Mar 2, 2015	157,540	C	23107- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3248513	Nov 21, 2014	Nov 21, 2014	151,253	C	23107-FEA	0 FEA BEAUFORT AUTO- PO 1174777
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2796348	Nov 20, 2014	Nov 20, 2014	151,253	C	23107 - PM B	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	3132374	Nov 3, 2014	Nov 3, 2014	150,342	C	23107- AC NOT WORKING-COOL , HEAT, DEFROST/ ATTACH FIRE EXTINGUISHER	0 AC NOT WORKING- COOL , HEAT, DEFROST ATTACH FIRE EXTINGUISHER

DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2909446	Sep 23, 2014	Sep 24, 2014	147,773	C	23107- TICKING SOUND FROM ENGINE	0 TICKING SOUND FROM ENGINE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2882989	Sep 17, 2014	Sep 17, 2014	147,491	C	23107 - CK BRAKES	0 DRIVER COMPLAINING OF BAD BRAKES
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2848754	Sep 9, 2014	Sep 9, 2014	146,903	C	23107- VEHICLE SHAKES / ENGINE LIGHT ON	0 VEHICLE SHAKES ENGINE LIGHT ON BELT FLOOR BOARD PASS.
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2829819	Sep 4, 2014	Sep 18, 2014	150,342	C	23107- CHECK ENGINE LIGHT ON	0 CHECK ENGINE LIGHT ON
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2478702	Aug 26, 2014	Aug 27, 2014	146,589	C	23107- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS FRONT AC
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2608720	Jun 13, 2014	Jun 13, 2014	140,185	C	23107- ALL REAR AC IS OUT/ MOUNT FIRE EXT	0 ALL REAR AC IS OUT MOUNT FIRE EXT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2091570	May 27, 2014	May 28, 2014	138,686	C	23107- PM C	0 C- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS CHANGE FUEL FILTER CK
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2521436	Apr 14, 2014	Apr 14, 2014	135,186	C	23107- REPLACE WIPER BLADES	0 REPLACE WIPER BLADES
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2517481	Apr 11, 2014	Apr 11, 2014	135,186	C	23107- SHAKING - VIBRATION	0 SHAKING - VIBRATION DUKES TOWING INV 0029248- PO 1074645
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2354178	Mar 20, 2014	Mar 20, 2014	133,584	C	23107 - B-PM - 130	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2446906	Feb 20, 2014	Feb 25, 2014	131,807	C	23107- AC NOT WORKING PROPERLY- SHUTS OFF	0 AC NOT WORKING PROPERLY- SHUTS OFF
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2422326	Feb 11, 2014	Feb 11, 2014	131,807	C	23107- SEAT BELT NOT WORKING	0 SEAT BELT ON FIRST BENCH ON PASSENGER SIDE NOT WORKING- STUCK IN ONE POSITION
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2168682	Dec 23, 2013	Dec 23, 2013	126,575	C	23107- PM B / CEL / BRAKES MAKE NOISE	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE ENGINE LIGHT ON BRAKES MAKING NOISE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2216401	Oct 15, 2013	Nov 15, 2013	120,421	C	23107- SEAT BELTS	0 SEAT BELTS ORDERED SEAT BELTS ETA 10-30-2013 Line 20 CALLED DEPARTMENT AND ASKED THEM TO BRING VEHICLE TO SHOP FOR BELT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2100855	Sep 18, 2013	Sep 18, 2013	114,990	C	23107- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS R REAR SIGNAL LIGHT OUT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2102534	Jul 25, 2013	Jul 25, 2013	111,990	C	23107- FEA	0 FEA
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	2091577	Jul 24, 2013	Jul 25, 2013	111,989	C	23107 - B-PM - PULLING TO RIGHT - SEAT BELT TWISTED	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS CK FE PULLING TO RIGHT REPAIR SEAT BELTS - TWISTED AND NOT WORKING
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	1781757	May 22, 2013	May 23, 2013	105,156	C	23107- C- PM	0 C- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS CHANGE FUEL FILTER CK PLUGS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	24420011-D DSN-Adult Support Services	1998660	May 3, 2013	May 3, 2013	102,743	C	23107- B- PM / SECOND ROW SEAT NEEDS TO BE TIGHTEND	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SECOND ROW SEAT NEEDS TO BE

DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	2005945	Apr 9, 2013	Apr 9, 2013	99,743 C	23107- FLAT TIRE	0 FLAT TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1932673	Mar 27, 2013	Mar 27, 2013	96,743 C	23107-B- PM	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1936622	Dec 31, 2012	Dec 31, 2012	93,743 C	23107 - NO CRANK - DUKE TOWED INV# 0029526 - PO# 919620	0 NO CRANK - DUKE TOWED INV# 0029526 - PO# 919620
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1875774	Dec 14, 2012	Dec 14, 2012	92,726 C	23107 - B-PM	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1695642	Sep 25, 2012	Sep 25, 2012	85,570 C	23107-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS WINTERIZE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1871160	Sep 20, 2012	Sep 25, 2012	85,568 C	23107 - REPLACE DAMAGED WINDSHIELD	0 REPLACE DAMAGED WINDSHIELD
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1791058	May 31, 2012	May 31, 2012	74,684 C	23107-LOW TIRE	0 LOW REAR TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1487706	May 16, 2012	May 16, 2012	73,507 C	23107 - C-PM	0 C-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS CHECK PLUGS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1764139	Apr 24, 2012	Apr 24, 2012	71,710 C	23107-FLAT TIRE	0 RIGHT REAR TIRE GOING FLAT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1734638	Mar 13, 2012	Mar 14, 2012	69,271 C	23107-CEL-TURN SIGNAL	0 CEL ON TURN SIGNAL STICKING
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1625271	Jan 10, 2012	Jan 10, 2012	66,046 C	23107-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1682693	Dec 20, 2011	Dec 20, 2011	64,985 C	23107-TIRE	0 PASSENGER SIDE REAR TIRE NEED TO BE REPLACED
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1657525	Nov 10, 2011	Nov 10, 2011	62,943 C	23107-FLAT TIRE	0 FLAT TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1629096	Sep 29, 2011	Sep 29, 2011	60,300 C	23107 - NO CRANK - DUKE TOWED INV# 0028217 - PO# 770227	0 NO CRANK - DUKE TOWED INV# 0028217 - PO# 770227
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1560902	Sep 23, 2011	Sep 23, 2011	60,184 C	23107-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1420741	Jun 24, 2011	Jun 24, 2011	56,862 C	23107-PM-B-BATTERY	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS CK BATTERY
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1235293	Mar 24, 2011	Mar 24, 2011	53,899 C	23107-PM-C	0 C-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS SVC TRANS CHECK PLUGS
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1460084	Feb 14, 2011	Feb 15, 2011	52,828 C	23107-ABS LIGHT	0 ABS LIGHT
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1354732	Dec 17, 2010	Dec 20, 2010	51,031 C	23107-PM-B-WINDOW-TIRE	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS REAR WINDOW SEAL IS LOOSE NEED
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1369831	Oct 14, 2010	Oct 14, 2010	48,960 C	23107-TIRE	0 TIRE
DA90683 23107,2006,FORD,15 PASS CLUB WAGON	4420-D DSN - Adult Services	1365463	Oct 7, 2010	Oct 7, 2010	48,960 C	23107-ACCIDENT	0 REAR ENDED, SCUFFS ON BUMBER, NO MAJOR DAMAGE.
DA90683	4420-D	1365461	Oct 7, 2010	Oct 7, 2010	48,960 C	23107-TIRE	0 TIRE - LT24575-16

23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1298223	Sep 20, 2010	Sep 20, 2010	48,435	C	23107-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1309398	Jul 9, 2010	Jul 12, 2010	46,860	C	23107 - dukes tow po 614240	0 DUKES TOW PO 614240 INV 0027073 ENGINE SMOKING
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1194852	Jun 21, 2010	Jun 21, 2010	46,144	C	23107 - BFTCO Light Vehicle PM B	0 B PM AS REQUIRED CK BELTS,HOSES,FLUID LEVELS,TIRE WEAR AND PRESSURES CK BRAKES AND LIGHTS
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	999450	Mar 18, 2010	Mar 18, 2010	42,620	C	23107 - BFTCO Light Vehicle PM C	0 C PM AS REQUIRED CK BELTS,HOSES,FLUID LEVELS,TIRE WEAR AND PRESSURES CK BRAKES AND LIGHTS
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1119102	Jan 11, 2010	Jan 11, 2010	39,876	C	23107 - BFTCO Light Vehicle PM B	0 B PM AS REQUIRED CK BELTS,HOSES,FLUID LEVELS,TIRE WEAR AND PRESSURES CK BRAKES AND LIGHTS
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1149555	Nov 3, 2009	Dec 18, 2009	37,367	C	23107 - ACCIDENT DAMAGE REAR - INC. CO. INVOLVED	0 ACCIDENT DAMAGE REAR BUMPER - DOORS AND SPARE TIRE RETAINER INS. CO. INVOLVED
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1117095	Sep 15, 2009	Sep 17, 2009	36,820	C	23107 - DAMAGED RIGHT REAR WINDOW - INS. CLAIM	0 REPLACE RIGHT REAR WINDOW DAMAGED BY ADAM WILLIAMS - INDIGO FGG - 912-754-3062 ROBIN - RENEE OR
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	1061800	Sep 15, 2009	Sep 16, 2009	36,820	C	23107 - B-PM	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	972920	Jun 19, 2009	Jun 19, 2009	33,106	C	23107 - PMB	0 PMB SVC AS REQ
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	972919	Mar 18, 2009	Mar 18, 2009	29,898	C	23107 - C-PM	0 C-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS
23107,2006,FORD,15 PASS CLUB WAGON	DA90683	DSN - Adult Services	4420-D	952532	Jan 16, 2009	Jan 16, 2009	100	C	23107 - PM	0 PM SVC AS REQ CK ALL LIGHTS AND FLUIDS CK TIRES AND BRAKES

Report Summary

Total Work Orders: 94

Sep 12, 2019

First Vehicle Services
Beaufort County Division
P.O. Box 6016
Beaufort, SC 29902-6016

To: Vicki

Department: DSN

Subject: Evaluation of Equipment #22911

Subject equipment was evaluated on Date: 09/12/2019
Maintenance cost history is attached.

It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.

Kelly Blue Book Private Party value of this unit is \$2286

Total repair cost to date for the unit is \$22,496

Estimate future and present repair cost are \$ Unknown
(This cost does not include major component failures such as engine, transmission and drive train.)

This unit exceeds APWA guidelines for replacement, based on age (15 years), present condition and mileage (193946).

Jeremy Kircus, General Manager
FVS/Beaufort Co.

F470 Unit Work History Report

Unit	Department	Work Order	Date In	Date Out	Meter Reading	Work Order Status	Work Order Description	Reason for Repair
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5227831	Jun 28, 2019	Jun 28, 2019	207,221	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5153664	Feb 27, 2019	Feb 27, 2019	206,397	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5173303	Dec 19, 2018	Dec 19, 2018	205,851	C	22911 CHECK BATTERY	0 CHECK BATTERY
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5075115	Nov 19, 2018	Nov 19, 2018	205,851	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE CHECK ENGINE LIGHT ON
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5098139	Aug 29, 2018	Aug 31, 2018	204,484	C	22911 CHECK NOISE FROM RIGHT FRONT	0 CHECK NOISE FROM RIGHT FRONT
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4982503	Aug 2, 2018	Aug 3, 2018	204,484	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5039450	Jun 15, 2018	Jun 19, 2018	203,056	C	22911 SIDE DOORS WON'T OPEN	0 SIDE DOORS WON'T OPEN
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	5014822	May 15, 2018	May 16, 2018	202,642	C	22911 CHECK VIBRATION WHEN COMING TO A STOP	0 CHECK VIBRATION WHEN COMING TO A STOP
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4991580	Apr 19, 2018	Apr 20, 2018	202,412	C	22911 BACK PASSENGER TIRE IS WOBBLING	0 BACK PASSENGER TIRE IS WOBBLING
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4898758	Apr 4, 2018	Apr 5, 2018	202,412	C	22911 Beaufort Light Duty PM-C	0 PM-C SERVICE
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4911927	Dec 19, 2017	Dec 19, 2017	199,787	C	22911 CHECK STEERING VIBRATION	0 CHECK STEERING VIBRATION
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4898764	Nov 30, 2017	Nov 30, 2017	199,779	C	22911 REPLACE LEAKING RADIATOR	0 REPLACE LEAKING RADIATOR
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4816510	Nov 30, 2017	Nov 30, 2017	199,779	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES CHECK FOR RUBBER BURNING SMELL
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4738993	Aug 11, 2017	Aug 11, 2017	195,298	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES CHECK WATER LEAK AROUND WINDSHIELD
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4767235	May 31, 2017	May 31, 2017	192,687	C	22911 REPLACE DRIVERS WINDOW REGULATOR	0 REPLACE DRIVERS WINDOW REGULATOR
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4766895	May 30, 2017	May 31, 2017	192,186	C	22911 CHECK DRIVERS WINDOW	0 CHECK DRIVERS WINDOW
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4749929	May 8, 2017	May 9, 2017	191,981	C	22911- REPLACE WINDSHIELD-SAFELITE- PO 1533527	0 REPLACE WINDSHIELD- SAFELITE- PO 1533527
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4620306	Apr 24, 2017	Apr 25, 2017	191,981	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES REVERSE LIGHT OUT ON PASSENGER SIDE
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4520274	Nov 15, 2016	Nov 18, 2016	186,920	C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES CHECK LIFT
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4565624	Sep 15, 2016	Sep 21, 2016	184,408	C	22911 WATER LEAK AROUND WINDSHIELD	0 WATER LEAK AROUND WINDSHIELD
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4550164	Aug 23, 2016	Aug 23, 2016	184,408	C	22911 REPLACE BAD DOOR LATCH	0 REPLACE BAD DOOR LATCH
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4546422	Aug 17, 2016	Aug 23, 2016	182,010	C	22911 REAR DOOR WONT OPEN	0 REAR DOOR WONT OPEN
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4420978	Jul 8, 2016	Jul 11, 2016		C	22911 Beaufort Light Duty PM-B	0 PM-B SERVICE, ROTATE TIRES
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4493329	May 31, 2016	Jun 2, 2016	176,673	C	22911- NO START- AT CLEARWATER WAY	0 NO START
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4358294	Mar 4, 2016	Mar 4, 2016	176,673	C	22911 Beaufort Light Duty PM-C	0 C PM SERVICE WITH TRANSMISSION SERVICE, ROTATE TIRES
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4398373	Feb 2, 2016	Feb 4, 2016	176,046	C	22911 SECOND ROW SEAT LOOSE	0 SECOND ROW SEAT LOOSE CHECK RIGHT FRONT TIRE
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4368639	Dec 22, 2015	Dec 23, 2015	175,376	C	22911 BRAKES NOT FEELING RIGHT / STEERING WHEEL SHAKES WHEN BRAKING	0 BRAKES NOT FEELING RIGHT / STEERING WHEEL SHAKES WHEN BRAKING
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	4266783	Oct 30, 2015	Oct 30, 2015	174,425	C	22911- FRONT AC NOT BLOWING AIR	0 FRONT AC NOT BLOWING AIR
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	3806386	Oct 29, 2015	Oct 29, 2015	174,425	C	22911 BFTCO Light Vehicle PM B	0 B PM SERVICE, ROTATE TIRES
HB42308 22911 2004 FORDX 15-PASS	DSN-Adult Support Services 24420011-D	2640428	Jul 10, 2015	Jul 14, 2015	174,425	C	22911 BFTCO Light Vehicle PM C	0 PM-C SERVICE PASSENGER SIDE DOOR DOESN'T OPEN CHECK A/C NOT WORKING IN THE BACK Line 20 ORDERED REAR UNIT A/C MOTOR BLOWER FROM AUTOZONE ETA 7-14

HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	3693572	Apr 2, 2015	Apr 3, 2015	163,946 C	22911- PM B / AC NOISE AND SMOKING	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS AC NOISE SMOKING
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2942387	Jan 15, 2015	Jan 16, 2015	158,359 C	22911- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	3242357	Nov 20, 2014	Dec 11, 2014	155,988 C	22911-LIFT REPAIRS - REF WO 3228758	0 HYDRAULIC AND ELECTRICAL PROBLEMS WITH LIFT. SENT TO SAVANNAH MOBILITY ON 11-20-2014
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	3235613	Nov 19, 2014	Nov 19, 2014	155,988 C	22911- REPAIR LIFT	0 REPAIR LIFT
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	3228758	Nov 18, 2014	Nov 18, 2014	155,988 C	22911- PROBLEM WITH LIFT W/C WILL NOT OPERATE	0 PROBLEM WITH LIFT W/C WILL NOT OPERATE - SENT TO SAVANNAH MOBILITY ON 11-20-2014 - FOR HYD. AND ELECTRICAL REPAIR Line 20 CHANGED WORK ORDER TO NON-CONTRACT BASED ON AGE AND MILEAGE
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2488082	Sep 30, 2014	Sep 30, 2014	151,736 C	22911- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2705740	Jul 29, 2014	Jul 29, 2014	143,838 C	22911- LIFT IS SPITTING HYD FLUID	0 LIFT IS SPITTING HYD FLUID
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2702273	Jul 28, 2014	Jul 28, 2014	143,723 C	22911- HYD FLUID SPILLING FROM THE LEFT	0 HYD FLUID SPILLING FROM THE LEFT
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2653656	Jul 8, 2014	Jul 9, 2014	142,009 C	22911- GRINDING WHILE DRIVING/TURNING	0 GRINDING WHILE DRIVING/TURNING
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2102679	Jul 1, 2014	Jul 1, 2014	141,497 C	22911- PM C	0 C- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS CHANGE FUEL FILTER CK PLUGS VEHICLE IS SHAKING
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2590145	Jun 2, 2014	Jun 3, 2014	139,052 C	22911- SHAKING- GRINDING / REVERSE LIGHT OUT	0 SHAKING/ GRINDING LEFT SIDE REVERSE LIGHT OUT
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2575703	May 20, 2014	May 20, 2014	136,105 C	22911- ACCIDENT DAMAGE	0 ACCIDENT DAMAGE SIDE STEP BROKEN SCRATCH ON SIDE LIFT NOT WORKING Estimate - Fenders \$2,393.69 - Ray's \$2,433.70
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2501581	Apr 3, 2014	Apr 3, 2014	133,105 C	22911- LIFT NOT WORKING- REMOTE NOT WORKING	0 LIFT NOT WORKING- REMOTE NOT WORKING
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2368769	Mar 26, 2014	Mar 26, 2014	132,309 C	22911- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2398903	Jan 23, 2014	Jan 23, 2014	127,742 C	22911- FLUID LEAKING FROM LIFT	0 FLUID LEAKING FROM LIFT
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2391977	Jan 17, 2014	Jan 17, 2014	127,742 C	22911 - LIFT NOT WORKING PROPERLY	0 LIFT IS MOVING SLOW AND GETS STUCK CK FOR STATER PROBLEMS
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2256383	Dec 31, 2013	Dec 31, 2013	126,297 C	22911- PM B	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2290780	Dec 2, 2013	Dec 3, 2013	124,438 C	22911- CK BRAKES / FLUID LEAKING FROM LIFT	0 CK BRAKES FLUID LEAKING FROM LIFT
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2026832	Nov 5, 2013	Nov 5, 2013	122,690 C	22911- PM B / OIL LEAK WHEEL CHAIR LIFT	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE OIL LEAK- WHEEL CHAIR LIFT
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2203977	Oct 10, 2013	Oct 11, 2013	120,677 C	22911 - LIFT PROBLEM	0 LIFT NOT WORKING PROPERLY
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2169313	Sep 19, 2013	Sep 20, 2013	120,677 C	22911- SHAKING- PLAY IN STEERING	0 SHAKING- PLAY IN STEERING
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2137819	Aug 27, 2013	Aug 29, 2013	117,566 C	22911- CK ENGINE LIGHT ON / WON'T PICK UP SPEED	0 CK ENGINE LIGHT ON WON'T PICK UP SPEED
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	2112732	Aug 1, 2013	Aug 1, 2013	116,452 C	22911- LIFT LEAKING FLUID AT TOP	0 LIFT LEAKING FLUID AT TOP WAITING FOR N# TO BE CONVERTED
HB42308 22911 2004 FORDX 15-PASS	24420011-D DSN-Adult Support Services	1840981	Jul 25, 2013	Jul 25, 2013	115,948 C	22911- C- PM / RIGHT BAR ON LIFT DOES NOT STAY IN PLACE	0 C- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS CHANGE FUEL FILTER CK PLUGS RIGHT BAR ON LIFT DOES NOT STAY IN PLACE

HB42308	24420011-D	2098444	Jul 23, 2013	Jul 23, 2013	115,649 C	22911- WENCHOUT- DUKES TOWING- PO 984297	0 WENCHOUT- DUKES TOWING INV 0029824- PO 984297
22911 2004 FORDX 15-PASS	DSN-Adult Support Services						
HB42308	24420011-D	2057346	Jun 21, 2013	Jun 21, 2013	113,504 C	22911- CHECK TIRE	0 CHECK TIRE
22911 2004 FORDX 15-PASS	DSN-Adult Support Services						
HB42308	24420011-D	1961654	May 6, 2013	May 7, 2013	111,244 C	22911- B- PM	0 B- PM SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS	DSN-Adult Support Services						
HB42308	4420-D	2012836	Apr 18, 2013	Apr 18, 2013	110,770 C	22911- STEERING WHEEL IS SHAKING	0 STEERING WHEEL IS SHAKING
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1914893	Feb 4, 2013	Feb 4, 2013	107,770 C	22911 - B-PM - DID NOT MEET MILEAGE CRITERIA - HAS BEEN IN BODY SHOP	0 B-PM - DID NOT MEET MILEAGE CRITERIA - HAS BEEN IN BODY SHOP SAFETY, FLUID AND GEN CK ONLY
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1934849	Dec 27, 2012	Feb 4, 2013	107,766 C	22911 - ACCIDENT DAMAGE - ROOF	0 ACCIDENT DAMAGE - ROOF
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1933027	Dec 21, 2012	Dec 21, 2012	107,661 C	22911 - LIFT IS OFF TRACK	0 LIFT IS OFF TRACK
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1918294	Nov 29, 2012	Nov 29, 2012	107,019 C	22911 - DEAD BATTERY	0 DEAD BATTERY
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1781776	Nov 15, 2012	Nov 15, 2012	106,994 C	22911 - PM AND LIFT PROBLEMS	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS WINTERIZE LIFT HARD TO RAISE
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1879797	Oct 3, 2012	Oct 3, 2012	105,106 C	22911 -lift not working	0 LIFT NOT WORKING HOOD PULLS DOWN BACK UP ALARM 10-7
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1591110	Aug 7, 2012	Aug 7, 2012	103,433 C	22911-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1806613	Jun 20, 2012	Jun 20, 2012	102,106 C	22911-LIFT	0 LIFT NOT COMING OUT OF THE HOLDER ENOUGH SO DRIVER CAN PULL IT DOWN
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1803646	Jun 15, 2012	Jun 15, 2012	101,970 C	22911-LIFT REPAIR	0 LIFT REPAIR
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1796419	Jun 7, 2012	Jun 7, 2012	100,994 C	22911-NOISE IN REAR END	0 NOISE IN BACK OF VAN
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1718144	May 15, 2012	May 15, 2012	100,994 C	22911 - B-PM	0 B-PM - SVC AS REQUIRED - DID NOT MEET MILEAGE CRITERIA FOR OIL CHANGE - GENERAL AND SAFETY CHECKS ONLY
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1765127	Apr 25, 2012	Apr 25, 2012	100,385 C	22911-OIL LEAK NEAR LIFT	0 LEAKING OIL FROM LIFT AREA
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1746863	Mar 29, 2012	Apr 2, 2012	99,651 C	22911-AC	0 AC DOES NOT WORK
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1729357	Mar 5, 2012	Mar 5, 2012	98,761 C	22911-BRAKES SQUEAK	0 BRAKES SQUEAKING
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1654904	Feb 13, 2012	Feb 14, 2012	98,079 C	22911-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1682688	Dec 20, 2011	Jan 6, 2012	97,099 C	22911-LIFT NOT WORKING	0 LIFT NOT WORKING
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1677848	Dec 13, 2011	Dec 14, 2011	97,064 C	22911-HYD FLUID LEAK-ARM ON CHAIR LOOSE-SEATBELTS	0 HYD FLUI LEAKING DRIVER SIDE CHAIR ARM IS LOOSE CK SEATBELTS FOR WHEELCHAIR
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1675549	Dec 8, 2011	Dec 9, 2011	96,568 C	22911-HYD FLUID LEAK	0 HYDRAULIC FLUID LEAKING
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1656567	Nov 9, 2011	Nov 9, 2011	96,568 C	22911-LEFT REAR TIRE	0 LEFT REAR TIRE
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1436474	Nov 4, 2011	Nov 4, 2011	96,542 C	22911-PM-B-	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1609634	Sep 1, 2011	Sep 2, 2011	95,129 C	22911-LIFT	0 THE LIFT IS NOT WORKING IT IS BARELY GOING UP OR DOWN
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1602486	Aug 23, 2011	Aug 24, 2011	94,832 C	22911-LIFT	0 LIFT
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1243429	Aug 3, 2011	Aug 4, 2011	93,893 C	22911-PM-C	0 C-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1589009	Aug 3, 2011	Aug 3, 2011	93,893 C	22911-TIRE	0 LOW TIRE
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1561650	Jun 27, 2011	Jun 27, 2011	93,066 C	22911 - WIPER BLADES	0 REPLACE WIPER BLADES
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D	1481085	Mar 16, 2011	Mar 28, 2011	90,475 C	22911 - WHEEL CHAIR LIFT 10-7	0 WHEEL CHAIR LIFT 10-7 - WAS MAKING A LOUD NOISE BEFORE IT STOPPED WORKING MECHANIC RESPONDED AND BROUGHT VEHICLE TO SHOP
22911 2004 FORDX 15-PASS	DSN - Adult Services						
HB42308	4420-D						

22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1442296	Jan 20, 2011	Jan 20, 2011	88,785 C	22911-TIRE	0 FLAT TIRE- ROAD CALL
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1370536	Jan 12, 2011	Jan 12, 2011	88,665 C	22911-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1397167	Dec 2, 2010	Dec 2, 2010	87,715 C	22911-BATTERY	0 BATTERY
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1311622	Oct 7, 2010	Oct 7, 2010	86,032 C	22911-PM-B	0 B-PM SVC AS REQUIRED CK BRAKES AND TIRES CK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1357708	Sep 27, 2010	Sep 27, 2010	85,095 C	22911-SIGNAL LIGHT	0 DRIVER SIDE SIGNAL LIGHT IS OUT
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1346087	Sep 8, 2010	Sep 8, 2010	85,095 C	22911-BRAKES	0 CK BRAKES
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1325977	Aug 5, 2010	Aug 5, 2010	83,250 C	22911 - FLAT TIRE LEFT REAR	0 LEFT REAR TIRE FLAT - CK ALL TIRES
HB42308	4420-D	1156846	Jul 13, 2010	Jul 13, 2010	83,161 C	22911 - BFTCO Light Vehicle PM B	0 B PM AS REQUIRED CK BELTS,HOSES,FLUID LEVELS,TIRE WEAR AND PRESSURES CK BRAKES AND LIGHTS STEERING SHAKES AT HIGHWAY SPEEDS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1261133	Apr 27, 2010	Apr 27, 2010	80,631 C	22911 - LIFT INOP	0 LIFT NOT WORKING
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1226509	Mar 8, 2010	May 4, 2010	78,825 C	22911 - WHEEL CHAIR LIFT RAILS	0 WHEELCHAIR LIFT HANDRAILS INOP
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	978540	Feb 23, 2010	Feb 23, 2010	78,825 C	22911 - B PM AS REQUIRED	0 B PM AS REQUIRED CK BELTS,HOSES,FLUID LEVELS,TIRE WEAR AND PRESSURES CK BRAKES AND LIGHTS CHECK LIGT OPERATIONS, NOISEY
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1094033	Nov 10, 2009	Nov 10, 2009	75,468 C	22911 - B-PM - SVC AS REQUIRED AND WINTERIZE	0 B-PM - SVC AS REQUIRED CK BRAKES AND TIES CK ALL LIGHTS AND FLUIDS WINTERIZE
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	1049038	Jun 2, 2009	Jun 2, 2009	68,934 C	22911 - A/C BLOWER MOTOR	0 A/C NOT COOLING
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	973248	Feb 14, 2009	Feb 14, 2009	64,086 C	22911 - C-PM - SVC AS REQUIRED	0 C-PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS SVC TRANS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	938554	Dec 29, 2008	Dec 29, 2008	62,760 C	22911 - FLAP ON LIFT BROKEN	0 FLAP ROD ON LIFT BROKEN
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	833029	Oct 9, 2008	Oct 9, 2008	61,203 C	22911 - PM - SVC AS REQUIRED	0 PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	262031	Jul 30, 2008	Jul 30, 2008	59,544 C	22911 - PM AND DEAD BATTERY 1592 MILES PAST SERVICE DATE	0 PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS DEAD BATTERY - DUKE TOWED INV# 0026558 - PO# 375197
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	746912	Apr 7, 2008	Apr 7, 2008	54,892 C	22911 - STUCK IN DITCH DETOUR RD - DUKE RESPONDED	0 Complaint: Cause: Correction:
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	707205	Feb 12, 2008	Feb 12, 2008	52,591 C	22911 - W/WIPERS - 127	0 Complaint: REPLACE WIPER BLADES Cause: Correction:
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	426782	Jan 28, 2008	Jan 29, 2008	52,084 C	22911 - C-PM - REPAIR LIFT - DOOR LOCK AND GRINDING BRAKES	0 PM - SVC AS REQUIRED CK BRAKES - GRINDING INSPECT TIRES CK ALL LIGHTS AND FLUIDS LOCK ON REAR NEEDS REPAIR
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	521915	May 31, 2007	Jun 1, 2007	41,367 C	PM-22911	0 PM- SERVICE AS NEEDED CHECK BRAKES AND TIRES CHECK LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	512262	May 17, 2007	May 17, 2007	40,740 C	22911 - LIFT PROBLEM	0 COMPLAINT: CAUSE: CORRECTION:
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	133508	Jan 19, 2007	Jan 19, 2007	35,218 C	22911 - C-PM	0 PM - SVC AS REQUIRED CK BRKAES AND TIRES CK ALL LIGHTS AND FLUIDS BARS BROKE ON WHEEL CHAIR LIFT
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	322820	Sep 15, 2006	Sep 15, 2006	30,637 C	22911 - LIFT 10-7	0 REPAIR LIFT CK ALL LIGHTS AND FLUIDS THINK SAFETY - USE PPE
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	116506	Jul 5, 2006	Jul 5, 2006	28,517 C	22911-PM SVC	0 PM SVC AS REQUIRED CK TIRES BRAKES LIGHTS AND FLUIDS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	169510	Feb 22, 2006	Feb 22, 2006	23,279 C	22911 - DOOR RUBBER	0 RUBBER OFF AROUND DOUBLE DOORS
22911 2004 FORDX 15-PASS HB42308	DSN - Adult Services 4420-D	163537	Feb 14, 2006	Feb 14, 2006	22,949 C	22911 - wheel chair lift - 108	0 COMPLAINT: CAUSE: CORRECTION:

HB42308 22911 2004 FORDX 15-PASS	4420-D DSN - Adult Services	157623	Feb 3, 2006	Feb 3, 2006	22,646 C	22911 - LIFT PROBLEMS - 111	0 REPAIR LIFT AS REQUIRED TO INSURE PROPER OPERATION
HB42308 22911 2004 FORDX 15-PASS	4420-D DSN - Adult Services	116494	Dec 5, 2005	Dec 5, 2005	20,569 C	Beaufort Standard Vehicle PMC	0 PM - SVC AS REQUIRED LIFT WILL NOT GO UP WHEN ELECTRIC CHAIR AND CLIENT IS BEING LOADED
HB42308 22911 2004 FORDX 15-PASS	4420-D DSN - Adult Services	113745	Nov 2, 2005	Nov 2, 2005	19,380 C	22911 - PM	0 PM - SVC AS REQUIRED CK BRAKES AND TIRES CK ALL LIGHTS AND FLUIDS LIFT NOT WORKING PROPERLY
HB42308 22911 2004 FORDX 15-PASS	4420-D DSN - Adult Services	84391	Aug 9, 2005	Aug 9, 2005	16,130 C	22911 - REPAIR WHEEL CHAIR LIFT	0 COMPLAINT: REPLACE LIFT CONTROL CAUSE: CORRECTION:
Report Summary							
Total Work Orders: 115							
Sep 12, 2019							

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Public Comment / Jenkins Island Safety Project

Date Submitted: November 18, 2019

Submitted by: Bruce Maston, MD, Resident

Venue: County Council

115 Signers Representing 95 PROPERTIES

6-5

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	10-26	Karyl Kern	16 Harbour Passage
2	10-26	Karyl Kern	16 Harbour Passage
3	11/4	Greg Stuber	21 Millwright
4	11/26	Alma Bost	48 Sparwheel Ln
5	10-29	Jerry Klein	151 Crosstree + 2 LOTS
6	11/28	Clare Selyer	6 Post Mill
7	11/3	Elaine Chestney	4 Yacht Club Dr.
8	11/3	Michael Block	21 Sparwheel
9		Don Black	21 Sparwheel
10	11/3	John DeZeeuw	7 Ind. Hill Pt
11	11/4	Mary W. G.	123 Harbour Passage
12	11/4	John H. H.	47 Sparwheel
13	11/5	Jay Kay	59 Spindle Lane
14	11/5	John + Robin Sarno	53 Spindle Lane
15	11/5	Robin Sarno	11 Spindle Ln
16	11/5	Lucy Marshall	110 Crosstree Rd
17	11/5	Sue Ham	74 Spindle Ln.
18	11-6	Gary Jansen	39 Sparwheel Lane
19	11-6	Patricia Jansen	39 Sparwheel Lane
20	11-6	Patricia Jansen	20 Spindle

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	10-25-19	Cathy Hoagland	61 Sparwheel Ln
2	11/9/19	Ellen Griffin	130 Crossree Ln
3	11/9/19	Maria Austin	94 Chestnut Dr. N.
4	11-10-19	MAGGIE BERKE	55 CROSSREE
5	11-10-19	Noelle Cunningham	135 Major Passage
6	11-10-19	Renee Timmard	10 Indian Hill Dr
7	11/10/19	JACK WAST	119 HARBOUR PASSAGE
8	11/10/19	SWIFT	119 Harbor Passage
9	11/10/19	Maria Perath	137 Harbour Passage
10	11/10/19	Paula Spina	139 HARBOUR PASSAGE
11	11/10/19	Cynthia Dordman	139 Harbour Passage
12	11/10/19	John	149 Harbor Passage
13	11/10/19	Walter Carlson	145 Harbour Passage
14	11/10/19	Walter Carlson	9 Reef Club
15	11/12/19	DAVE HEIN	6 YACHT CLUB DR
16	11/12/19	Paul Spina	6 YACHT CLUB DR
17		Jerry Kelley	07 Leeward Psg
18		Bill Kelley	" " "
19	11/13/19	James Kayser	54 CROSSREE DR
20	11/13/19	ANDY + LISA WOODWARD	23 SPARWHEEL LN

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	11/6/19	Margo Weedes	76 Spindle Lane
2	11/7/19	Karen Mumburn	27 Spindle Ln, #112
3	11/7/19	Case Dixon	149 Harbour Passage
4	11/7/19	Tracee Jansen	39 Sparwheel Lane
5	11/10/19	Ally Robbin	55 Spindle Lane
6	11/12/19	G. Jester	30 Spindle Lane
7	11/13/19	MARK COOKE	6 LEWARD PASSAGE
8	11/13/19	GORDON WILKER	" " "
9	11/13/19	Kathryn Miller	" " "
10	11/13/19	James	13 Harbour Passage
11	11/14/19	Alan Mann	56 Spindle Ln
12	11/14/19	Jackie Morris	50 Spindle Ln
13	11/14/19	Flora & Zohar	71 Spindle Ln
14	11/14/19	Faith & Zohar	72 Spindle Ln
15	11/14/19	SUZANNE LANFRANCHI	16 SPINDLE LANE
16	11/14/19	CAROLAN HOLMES	49 Harbour Passage
17	11/14/19	Doree Holmes	49 Harbour Passage
18	11/14/19	Andrew Remington	165 Harbour Passage
19	11/14/19	John	71 Sparwheel
20	11/14/19	William Crump	3 YACHT CLUB DR.

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	10/23/19	Tom Bryson	91 Harbour Passage, HHI
2	10/23/19	Arthur Forschman	1 Sparrowheel Lane HHI
3	10/23/19	Tom Jolly	35 Crosstree Dr
4	10/23/19	W. J. Jolly	6 FAULTAIL LN
5	10/23/19	Theresa Beeth	128 Crosstree Dr.
6	10/24/19	Norahy Martin	116 GORTRAIL DR
7	10/24/19	Paula Egelhoff	126 Crosstree DR HHI
8	10/24/19	Patricia Humphries	3 Sparrowheel Lane HHI
9	10/24/19	Jeremy White	4 Fantail Lane HHI
10	10/24/19	K. J.	135 HARBOUR PASSAGE HHI
11	10/24/19	Bob Ross	10 Sparrowheel Dr.
12	10/25/19	Jessica Murphy	132 Crosstree Drive
13	10/25/19	Tommy Hank	149 Crosstree Drive
14	10/25/19	Frank Montgomery	19 Millwright Drive
15	10/25/19	L. Deig	38 H. Passage Rd.
16	10/25/19	William's Deig	93 HARBOUR PASSAGE
17	10/25	Samuelson	24 Spindle Lane
18	10/25	Samuelson	"
19	10/26	Pat Arnold	57 Spindle Lane
20	10-26	Chris	33 Crosstree Drive

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	Oct. 14, 2019	Bianca Sharma	150 Crosstree Drive
2			HHI, SC 29926
3		Bianca Sharma	
4	Nov 6th	Cathy Tyson	51 Sparhawk Lane 29926
5	11/7/19	Lirk Tyson	51 Sparhawk Lane 29926
6	11/7/19	Elizabeth De Frans	52 Millwright Dr 29926
7	11/7/19	Monte Hanna	52 MILLWRIGHT DR 29926
8	11/7/19	Justine Barber	43 MILLWRIGHT
9	11/7/19	Jean Weiner	46 Millwright Dr
10	11/7/19	Monte Hanna	46 Millwright Dr
11	11/7/19	FRANK EISENART	100 HARBOUR PASSAGE
12	11/7/19	MARC CHARV	101 HARBOUR PASSAGE
13	11/8/19	Thorsten Brockmann	100 Millwright Dr
14	11/8/19	Monte Hanna	28 Millwright Dr
15	11/8/19	Monte Hanna	65 Millwright Dr
16	11/8/19	Michael Sinkov	3 SAILSTOCK PT
17	11-8-19	Mary Woodruff	5 SAILSTOCK PT.
18	11-8-19	Rene Woodruff	5 SAILSTOCK PT.
19	11/8/19	Monte Hanna	50 HARBOUR PASSAGE
20	11-8-19	Monte Hanna	50 HARBOUR PASSAGE

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	11/8/19	Daniel J. Marshall	5 Indian Hill Lane
2	11/8/19	Don DeLo	5 Indian Hill Lane
3	11/8/19	BURT + CAROL Keenan	13 Indian Hill
4	11/8/19	TOM J. Bogue	14 Indian Hill
5	11/8/19	JOE MAZZER	15 " "
6	11/12/19	Helen Kohn	98 CROSSLANE DR
7	11/12/19	Wendy	106 CROSSLANE
8	11/12/19	Wendy	75 Spindle Ln
9	11/12/19	Wendy	74 Spindle Ln
10	11/12/19	Wendy	74 Spindle Ln
11	11/12/19	Andrea Hammond	17 Spindle Lane
12	11/13/19	Glenn Riordan	10 Spindle Lane
13	11-13	JOHN W. F. W. W.	20 Spindle Ln.
14	11-13	Sharon Rivick	47 Harbour Passage East
15			
16			
17			
18			
19			
20			

TO THE BOARD OF WINDMILL HARBOR

The State Department of Transportation (SCDOT) has recently announced six alternatives for the US 278 Corridor Improvements Project.

THE UNDERSIGNED RESPECTFULLY STATE:

(1) We favor Alternative #5, rather than the plan developed by the Windmill Harbour Traffic Committee. Alternative #5 would relocate US 278 about 300 feet north of the present road and provide a safe entrance to our community.

(2) We ask this Board to actively work for the selection of Alternative #5 by SCDOT.

	DATE	NAME	ADDRESS
1	Nov 11 2019	Bonnie Turner (Bonnie Leary)	13 Sparwheel Lane
2	10/11/19	Barry Barnes	13 Sparwheel Lane
3	11/11/19	Barry Barnes WARRNER	4 Harbour Passage
4	11-17-2019	Jerry & M. K. Brown	46 Crossview Dr.
5	11-17-2019	Jack Victor C. Frasher	44 Crossview Dr
6	11-17-19	Jack Victor C. Frasher	143 Harbour Passage
7	11-17-19	Jack Victor C. Frasher	8 Yacht Club Dr.
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Topic: Executive Session / Delinquent Stormwater Fees

Date Submitted: November 18, 2019

Submitted by:

Venue: County Council

Beaufort County Council

Executive Session: Delinquent Stormwater Fees

November 18, 2019

Breakdown of SWU Fees

(No Penalties)

Last Updated 11/15/2019

Property	SWU Fees (2009 - 2018)	Disbursement		
		Beaufort County	Town of Port Royal	City of Beaufort
Parris Island				
	\$1,400,885.99	\$47,207.61	\$1,353,678.38	\$0.00
MCAS				
	\$4,051,107.67	\$120,453.35	\$0.00	\$3,930,654.32
Laurel Bay				
	\$629,633.80	\$629,633.80	\$0.00	\$0.00
Naval Hospital				
	\$112,370.12	\$3,888.35	\$108,481.77	\$0.00
Veteran Affairs				
	\$105.94	\$105.94	\$0.00	\$0.00
Ace Basin				
	\$208,875.76	\$208,875.76	\$0.00	\$0.00
Pinckney Island National Wildlife Refuge				
	\$59,899.24	\$59,899.24	\$0.00	\$0.00
TOTAL	\$6,462,878.52	\$1,070,064.05	\$1,462,160.15	\$3,930,654.32

Breakdown of Penalties for Delinquent Accounts

(No SWU Fees)

Last Updated 11/15/2019

Property	Penalties (2009-2018)	Disbursement	
		Beaufort County SWU Acct.	Beaufort County Operations Acct. (5%)
Parris Island			
	\$210,132.88	\$140,088.65	\$70,044.23
MCAS			
	\$607,702.24	\$405,110.77	\$202,591.47
Laurel Bay			
	\$94,445.07	\$62,963.38	\$31,481.69
Naval Hospital			
	\$16,855.49	\$11,237.01	\$5,618.48
Veteran Affairs			
	\$15.90	\$10.60	\$5.30
Ace Basin			
	\$31,331.36	\$20,887.60	\$10,443.76
Pinckney Island National Wildlife Refuge			
	\$8,984.88	\$5,989.90	\$2,994.98
TOTAL	\$969,467.82	\$646,287.91	\$323,179.91

Total Owed for SWU Fees and Penalties

Last Updated 11/15/2019

Property	Owed (2009 - 2018)	Disbursement		
		Beaufort County	Town of Port Royal	City of Beaufort
Parris Island				
	\$1,611,018.87	\$257,340.49	\$1,353,678.38	\$0.00
MCAS				
	\$4,658,809.91	\$728,155.59	\$0.00	\$3,930,654.32
Laurel Bay				
	\$724,078.87	\$724,078.87	\$0.00	\$0.00
Naval Hospital				
	\$129,225.61	\$20,743.84	\$108,481.77	\$0.00
Veteran Affairs				
	\$121.84	\$121.84	\$0.00	\$0.00
Ace Basin				
	\$240,207.12	\$240,207.12	\$0.00	\$0.00
Pinckney Island National Wildlife Refuge				
	\$68,884.12	\$68,884.12	\$0.00	\$0.00
TOTAL	\$7,432,346.34	\$2,039,531.87	\$1,462,160.15	\$3,930,654.32

Breakdown of 2019 SWU Fees

(No Penalties)

Last Updated 11/15/2019

Property	SWU Fees	Disbursement		
		Beaufort County	Town of Port Royal	City of Beaufort
Parris Island				
	\$165,504.59	\$12,668.99	\$152,835.60	\$0.00
MCAS				
	\$554,521.62	\$30,324.62	\$0.00	\$524,197.00
Laurel Bay				
	\$56,198.00	\$56,198.00	\$0.00	\$0.00
Naval Hospital				
	\$13,833.41	\$1,024.13	\$12,809.28	\$0.00
Veteran Affairs				
	\$29.00	\$29.00	\$0.00	\$0.00
Ace Basin				
	\$7,834.50	\$7,834.50	\$0.00	\$0.00
Pinckney Island National Wildlife Refuge				
	\$5,650.00	\$5,650.00	\$0.00	\$0.00
TOTAL	\$803,571.12	\$113,729.24	\$165,644.88	\$524,197.00

Fee Proposal from Gentry Locke Attorneys

- Fee proposal is based on two phases:
 1. Investigation/evaluation
 2. Possible Litigation

- **Phase 1: Investigation/Evaluation**
 - Hourly basis
 - Greg Haley \$400 per hour
 - Scott Stephenson \$200 per hour
 - **Not to exceed \$75,000**

- **Phase 2: Possible Litigation**
 - Option 1: 40% Contingency Fee – Fees Paid in Phase
 - Option 2: Hourly Fee