

AGENDA  
 PUBLIC FACILITIES COMMITTEE  
 Tuesday, January 26, 2010  
 4:30 p.m.  
 Executive Conference Room  
 Administration Building

Committee Members:  
 Herbert Glaze, Chairman  
 Steven Baer, Vice Chairman  
 Gerald Dawson  
 Brian Flewelling  
 William McBride  
 Paul Sommerville  
 Jerry Stewart

Staff Support:  
 Rob McFee, Division Director

- 4:30 p.m.** 1. CALL TO ORDER
2. BURTON WELLS REGIONAL PARK ([Backup](#))
- Phase 2 Master Plan
  - Phase 2A Construction Plan
3. CONSIDERATION OF CONTRACT AWARD ([Backup](#))
- Architectural and Engineering Design Services for the St. Helena Penn Center Library
4. AIRPORTS ([Backup](#))
- Briefing / Anderson Aviation Flight Training
5. CONSIDERATION OF REAPPOINTMENTS AND VACANCIES
- Airports Board
6. RESOLUTION ADOPTING THE BEAUFORT TRANSPORTATION ADVISORY GROUP RECOMMENDATIONS ([Recommendation](#) [Proposed text](#))
7. ADJOURNMENT

County TV Rebroadcast	
Tuesday	4:00 a.m.
Tuesday	11:00 p.m.
Wednesday	6:00 p.m.

Public Facilities		
Date	Time	Location
February 23	4:30 p.m.	ECR
March 23	4:30 p.m.	ECR
April 27	4:30 p.m.	ECR
May 25	4:30 p.m.	ECR
June 29	4:30 p.m.	ECR
July 27	4:00 p.m.	ECR
August 24	4:00 p.m.	ECR
September 28	4:00 p.m.	ECR
October 26	4:00 p.m.	ECR
November 23	4:00 p.m.	ECR
<b>No Meeting in December</b>		

A quorum of Council may be in attendance at all Committee meetings.  
 Please silence your cell phone during the meeting.



COUNTY COUNCIL OF BEAUFORT COUNTY  
DIVISION OF PARK AND LEISURE SERVICES

1 Middleton Recreation Drive  
Burton, SC 29906

Telephone: (843) 470-6200 Fax: (843) 470-6209

TO: Councilman Herbert N Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Bryan Hill, Deputy Administrator  
David Starkey, Chief Financial Officer  
Rob McFee, Director of Engineering and Infrastructure  
Morris Campbell, Community Services Director

FROM: Christina Roberson, PALS Director

SUBJ: **Burton Wells Regional Park Phase II Master Plan and  
Phase IIA Construction Plan**

DATE: January 13, 2010

**BACKGROUND.** In 2009, County Council awarded a contract to SGA Architects of Charleston, SC, to develop plans and specifications for Phase II development of Burton Wells Regional Park. Phase II development consists of approximately 69 acres of park improvements located on the eastern side of Burton Wells Road.

SGA Architects held two public input meetings, worked with the Engineering Division's CIP Group, the PALS staff, and PALS Advisory Board to develop the attached Phase II Master Plan and Phase IIA Construction Plan for the Burton Wells Regional Park. The Phase IIA estimated construction costs of \$1,455,554 is approved and currently in the FY 07 CIP for Burton Wells Phase II Development (Acct #11437-54451).

**RECOMMENDATION.** The Public Facilities Committee recommends to County Council approval and adoption of the Burton Wells Regional Park Phase II Master Plan and the Phase IIA Construction Plan.

CR/DC/mjh

Attachments: 1) Phase II Master Plan  
2) Phase II Narrative  
3) Phase II Cost Estimate  
4) Phase IIA Construction Plan  
5) Phase IIA Cost Estimate

cc: Joe Penale  
David Hughes  
David Coleman

RFQ/BSPH2/PFCappMasterPlan

# **BURTON WELLS REGIONAL PARK PHASE II PASSIVE PARK FINAL DRT MASTER PLAN APPROVAL**

**MEETING DATE: JAN.13, 2009**

## **INTRODUCTION**

Burton Wells Regional Park in Beaufort, South Carolina comprises 306.8 acres. Phase I of the Park was completed in 2004. Phase II, which is addressed in this master plan study, consists of approximately 69 acres located in the eastern quadrant of the park. Burton Wells Road, which is County owned and maintained, separates Phase I from Phase II.

Phase II is a wooded site consisting primarily of pines with some hardwoods approximately 30 to 40 years in age. The site is bordered to the north, east and south by rural residential development and to the west by Phase I of the park. There is minimum topographic relief except in the area adjacent to the existing pond. It is assumed this relief is spoil material from the pond excavation. Existing wetlands have been mapped but are currently being updated. The existing pond is fed by groundwater with no other visible source of supply. Presently, the size and configuration of the pond is not conducive to recreational activities.

Due to the speed of vehicles on Burton Wells Road pedestrian crossing and vehicular calming devices may be needed. There is an existing basketball court which is used frequently and in reasonably good condition.

## **PROGRAM**

Only passive recreational activities will be permitted in Phase II of the park. Two public meetings were held by the County and the Design Team and the public was asked to rank which activities they preferred based on an activity list prepared by the Design team based on county ordinance. If they preferred other activities not listed they were invited to write in those activities. The results of these meetings were tabulated and a program was developed and used in the preparation of the Master Plan.

## **MASTER PLAN**

### **Central Gathering Area**

The area south of the pond will be the central gathering area "Hub" where most of the more intense recreational activity will occur. Confining activities to a limited area helps create a sense of excitement which will be particularly appreciated by the younger visitors. This central gathering area will include a splash zone, playground, 900 SF+/- Lake Pavilion with docks for paddle boats and kayaks, picnic pavilions, restrooms, and free play areas. One of the free play areas will be sized for regulation soccer/football play. The playground will have a "natural" look perhaps using wood timbers. The pedestrian pathways and raised wood boardwalks over wetlands will connect all of the uses. The parking area located immediately adjacent to the central gathering space will accommodate approximately 75 cars. Parking for 50 cars with an additional turf area for overflow parking will be provided immediately adjacent to the open space areas.

### **Pond**

The existing pond will be expanded to 5.77 acres and reshaped to include fishing inlets and an island. One of the primary design goals is to make the pond feel larger than it actually is since this will be the primary feature of Phase II. Paddle boats, provided to the public for hourly rentals, will be stored at the dock adjacent to the lake pavilion. A walking trail will be constructed around the pond's entire length to connect the various activities. In order to create more mystery and sense of place, the shoreline will be reforested up to the water line where it was disturbed during construction.

### **Primitive Camping**

A primitive camping area, approximately .49 acres, will be provided in a peninsula of high land on the eastern side of the property. This camping area will accommodate approximately 20 to 25 tents and will be connected by pedestrian pathways leading to the pond and to the open space areas. At the same time, the area is set off from these paths and remains the most remote location on the property.

### **Dog Run**

The dog run is located at the northern edge of the lake and will include a fenced in area extending from the parking lot down to the water's edge allowing for the dog's access to the water. There will be different areas established for large and small dogs with fencing. Parking for 35 cars will be provided immediately adjacent to the run. For

the comfort of the dog owners a restroom facility, located in the picnic pavilion, will be provided immediately to the east between the dog run and the amphitheater.

### **Existing Basketball Court**

The existing basketball court will be grandfathered in and will remain at its current location. Pedestrian walkways and stripped crosswalk at Burton Wells Road will be provided between the lot and the court.

### **Pedestrian Trails**

Pedestrian trails will be constructed throughout Phase II to connect all the various recreational activities. These trails will be a minimum of 10' in width and will be pervious soft surface. Wood boardwalks will be constructed where pathways cross wetlands. There is an opportunity to provide flora and fauna interpretational signage at the pathways and the boardwalks.

Pedestrian crossings and speed humps will be provided at Burton Wells road in two locations.

### **Amphitheater**

The amphitheater is located in the northeast quadrant of the park. It will be a terraced lawn accommodating approximately 300 persons. A 55 car parking lot will be provided and overflow parking can be accommodated at the dog run. The restroom facility within the picnic pavilion is located at the water's edge between the amphitheater and the dog run. The amphitheater will not be lighted however outlets will be provided for events.

### **Basketball Courts with Covered Shelter & Skateboard Park**

The covered basketball courts and skateboard park are planned adjacent to the existing recreation center.

## PARKING REQUIREMENTS

<b>Total Acreage-Phase II</b>	69.6 AC	
<b>Passive Recreation</b>	1 / 3 Ac. over 50 AC.	70 spaces required
<b>Playground</b>	1 / 4,000 SF 16,000 SF Total	4 spaces required
<b>Campground</b>	1 / Tent / Minimum 1,600 SF 25 tents max.	25 spaces required
<b>Existing Basketball Court</b>	1 / 10,000 SF	2 spaces required
<b>Outdoor Arena / Amphitheater</b>	1 / 3 seats or per 6' of bench length (Based on 300 person seating)	100 spaces required
<b>Dog Park</b>		
No regulations		
Assume	25 dogs per visit 1 car per dog	25 spaces required
<b>TOTAL REQUIRED</b>		<b>226 SPACES</b>
<b>TOTAL PARKING PROVIDED</b>		<b>265 SPACES</b>

Note: Parking count is for Phase II Passive Park only.

## PROPOSED PHASING

### Phase 1 –Passive Park Improvements:

- Lake Improvements
- Lake Pavilion/Dock w/ associated parking
- Multi-use trails around lake connecting Lake Pavilion to Dog Park
- Dog Park/associated fencing and parking
- (2) Picnic shelters w/ restrooms
- Terraced amphitheater-Lawn
- Clearing/establishing open space fields
- Fencing/Park Signage along Burton Wells Road
- Maintenance shed

### Phase 2 –Passive Park Improvements:

- Additional road and parking associated with Amphitheater
- The remaining multi-use trails throughout Phase II-Passive Park
- (4) Picnic shelters
- Additional road and parking at the south end of the park.
- Primitive camping
- Playground
- Splash Zone

### Phase 3 –Passive Park Improvements:

- Basketball court with covered shelter (located adjacent to existing recreation center)
- Skateboard park (located adjacent to existing recreation center)

Note: Phasing is proposed and may change depending on priority and budget for Beaufort County.

# Burton Wells Regional Park - Phase II (Passive Park)

Master Plan Cost Estimate  
Beaufort, South Carolina

Prepared For: Beaufort County  
Prepared By: SGA Architecture &  
Carolina Engineering Consultants  
Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>I. PHASE A-CONSTRUCTION PROJECT PROBABLE COST</b>				
<b>A. REGULATORY FEES</b>				
1. Permitting fees for OCRM fee submittal	1	LS	\$2,150.00	\$2,150
2. Beaufort/Jasper Associated Fees				
3. DHEC Review Fee for Water/Sewer	1	LS	\$75.00	\$75
4. Plan Review Fee for Beaufort/Jasper	1	LS	\$300.00	\$300
5. Construction Review phase w/ Beaufort/Jasper (40 per building)	3	LS	\$40.00	\$120
6. Low Country Council of Governments (208 certification)	1	LS	\$230.00	\$230
7. Record Drawing Conversion	1	LS	\$500.00	\$500
8. Capacity Fees	1	LS	\$3,960.00	\$3,960
9. 2" Meter/with back flow preventer	1	LS	\$2,500.00	\$2,500
10. DRT Application Fees (Beaufort County Fees Waived?)	1	LS	\$0.00	\$0
<b>REGULATORY FEES Total:</b>				<b>\$9,835</b>
<b>B. PAVING AND GRADING</b>				
1. Mobilization	1	LS	\$5,000.00	\$5,000
2. Layout	1	LS	\$4,500.00	\$4,500
3. Asbuilts-Final Water/Sewer Certification	1	LS	\$3,000.00	\$3,000
4. Clearing & Grubbing Roads and Parking	11.6	AC	\$3,500.00	\$40,600
5. Clearing & Grubbing at Cleared Open Spaces	7	AC	\$3,500.00	\$24,500
6. Clearing & Grubbing for pond expansion	3.6	AC	\$3,500.00	\$12,600
7. Selective Clearing (Gyro-trac)	12	AC	\$2,000.00	\$24,000
8. Rough Grading at Roads and Parking	7,912	SY	\$0.75	\$5,934
9. Rough Grading at Cleared Open Spaces	33,880	SY	\$0.75	\$25,410
10. Fine Grading-Pond & Amphitheater	30,000	SY	\$1.50	\$45,000
11. Fine Grading-Roads/Trails	13,326	SY	\$1.50	\$19,989
12. Road Base Course (6 inches)	7,912	SY	\$12.00	\$94,944
13. Trail Base Course (4 inches) with fabric	5,414	SY	\$16.00	\$86,624
14. Asphalt Paving at North and South Entrances	921	SY	\$8.60	\$7,921
15. (2) Demo of Asphalt at Burton Wells Road for Crosswalk/speed hump)	60	SY	\$15.00	\$900
16. (2) Install Asphalt at Burton Wells Road for Crosswalk/speed hump)	60	SY	\$75.00	\$4,500
<i>Beaufort County will provide labor for excavating pond to rough shape and dispose of cut material.</i>				
<b>PAVING AND GRADING Total:</b>				<b>\$405,422</b>
<b>C. STORM DRAINAGE SYSTEM</b>				
1. Swales	2,000	LF	\$3.00	\$6,000
2. Drainage Pipe	1,000	LF	\$25.00	\$25,000
3. 4" Diameter Perforated Subgrade Drain	500	LF	\$6.00	\$3,000
4. Grate Inlet	5	EA	\$1,750.00	\$8,750
5. Junction Box	2	EA	\$1,750.00	\$3,500
6. Outlet Control Structure	1	EA	\$2,500.00	\$2,500
7. Rip-Rap with Filter Fabric	100	SY	\$90.00	\$9,000
8. Erosion Control	1	LS	\$10,000.00	\$10,000
<b>STORM DRAINAGE SYSTEM Subtotal:</b>				<b>\$67,750</b>
<b>D. WATER DISTRIBUTION SYSTEM</b>				
1. 8" Diameter Water Main	200	LF	\$12.00	\$2,400
2. 2" Diamter Water Main	4,500	LF	\$9.00	\$40,500
3. 6" Diameter D.I. Water Main	10	LF	\$25.00	\$250
4. 1" Diameter Water Lateral	200	LF	\$6.00	\$1,200
5. 8" Valve & Box	1	EA	\$1,200.00	\$1,200
6. 6" Valve & Box	1	EA	\$950.00	\$950
7. 2" Valve & Box	3	EA	\$850.00	\$2,550
8. Service Connection (Single)	8	EA	\$250.00	\$2,000
9. Fire Hydrant	1	EA	\$1,900.00	\$1,900
10. 8"x6" MJ Hydrant Tee	1	EA	\$430.00	\$430



# Burton Wells Regional Park - Phase II (Passive Park)

Master Plan Cost Estimate  
Beaufort, South Carolina

Prepared For: Beaufort County  
Prepared By: SGA Architecture &  
Carolina Engineering Consultants  
Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
11. 8" Plug w/ 2" Tap	1	EA	\$225.00	\$225
12. Testing & Chlorination	1	LS	\$2,500.00	\$2,500
13. Connect to existing	1	LS	\$2,500.00	\$2,500
<i>Hose bibs located throughout the site are included in calculations</i>				
<b>WATER DISTRIBUTION SYSTEM Subtotal:</b>				<b>\$58,605</b>
<b>E. SANITARY SEWER SYSTEM</b>				
1. 2" Diameter PVC Force Main	200	LF	\$8.00	\$1,600
2. 1.25" PVC Force Main	2,500	LF	\$6.00	\$15,000
3. 6" Diameter PVC Sewer Main	450	LF	\$18.00	\$8,100
4. Sewer Manhole	3	EA	\$2,500.00	\$7,500
5. 6" PVC Sewer Lateral	100	LF	\$14.00	\$1,400
6. Pump Station (Duplex Grinder-BJWSA)	1	EA	\$75,000.00	\$75,000
7. Pump Station (Simplex Grinder-Private)	2	EA	\$7,500.00	\$15,000
8. Testing	1	LS	\$2,500.00	\$2,500
9. Connect Force Main to Existing Force Main	1	LS	\$2,500.00	\$2,500
<b>SANITARY SEWER SYSTEM Subtotal:</b>				<b>\$128,600</b>
<b>F. ELECTRICAL</b>				
1. Provide Power to the following: (Assuming Single Phase)	1	LS	\$75,000.00	\$75,000
<ul style="list-style-type: none"> <li>-2 Picnic Shelters w/restrooms</li> <li>-Lake Pavilion w/ restrooms</li> <li>-Electrical Outlets throughout park</li> <li>-Irrigation system/Well-Pump</li> <li>-Security lighting in parking areas/paths</li> <li>-Drinking Fountains</li> <li>-Splash Zone</li> </ul>				
<i>Meeting with Kenny Ackerman w/ SCE&amp;G to determine cost</i>				
<b>ELECTRICAL Subtotal:</b>				<b>\$75,000</b>
<b>G. General Construction</b>				
1. Boardwalks over wetlands	187	LF	\$175.00	\$32,725

# Burton Wells Regional Park - Phase II (Passive Park)

Master Plan Cost Estimate  
Beaufort, South Carolina

Prepared For: Beaufort County

Prepared By: SGA Architecture &

Carolina Engineering Consultants

Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
2. Lake Pavilion w/ restroom facility (30'x30')	900	SF	\$70.00	\$63,000
3. (2) Picnic shelter (25'x50') w/ restroom facility (+/-125 people each)	2,500	SF	\$70.00	\$175,000
4. (1) 12'x 16' Floating dock w/36"x8' slip at Lake Pavilion	1	LS	\$12,000.00	\$12,000
5. Security gates at park entrances	2	LS	\$3,000.00	\$6,000
6. Maintenance shed (10'x25')	1	LS	\$5,500.00	\$5,500
7. 4' High-Black, vinyl coated chain link fencing and gating at dog park	405	LF	\$4.50	\$1,823
8. 4' Wide concrete sidewalk along Burton Wells Road	2,000	SF	\$3.80	\$7,600
<b>General Construction Total:</b>				<b>\$303,648</b>
<b>H. LANDSCAPE</b>				
1. Seeding at open areas	33,880	SY	\$0.50	\$16,940
2. Grassing-Hydroseeding (Pond Banks)	6,900	SY	\$0.50	\$3,450
3. Landscaping at pond banks	1	LS	\$50,000.00	\$50,000
4. Landscaping (trees, shrubs, groundcover, mulch)	1	LS	\$25,000.00	\$25,000
<b>LANDSCAPE Subtotal:</b>				<b>\$95,390</b>
<b>I. SITE FURNISHINGS</b>				
1. Drinking fountains (5 qty @ 1,120 each)	1	LS	\$5,600.00	\$5,600
2. Drinking fountains (ADA compliant- 3 qty @ \$2,550 each)	1	LS	\$7,650.00	\$7,650
3. Drinking fountains @ dog park	2	EA	\$1,350.00	\$2,700
<b>SITE FURNISHINGS Total:</b>				<b>\$15,950</b>
<b>J. SIGNAGE</b>				
1. Park Identification Signage at entrances	2	EA	\$10,000.00	\$20,000
<b>SIGNAGE Total:</b>				<b>\$20,000</b>
<b>K. IRRIGATION</b>				
1. Irrigation well and pump (to maintain pond level)	1	LS	\$8,000.00	\$8,000
2. Irrigation at open spaces and plant beds	1	LS	\$75,000.00	\$75,000
3. PVC sleeving under walking trails and roads	1	LS	\$2,500.00	\$2,500
<b>IRRIGATION Total:</b>				<b>\$85,500</b>
<b>PROJECT BUDGET</b>				<b>\$1,600,000</b>
Professional Design Fees				\$140,500
<b>PROJECT TOTAL BUDGET</b>				<b>\$1,459,500</b>
<b>PHASE A CONSTRUCTION PROJECT SUB-TOTAL</b>				<b>\$1,265,699</b>
15% Master Plan Contingency				\$189,855
<b>PHASE A-CONSTRUCTION PROJECT TOTAL</b>				<b>\$1,455,554</b>

# Burton Wells Regional Park - Phase II (Passive Park)

Master Plan Cost Estimate  
Beaufort, South Carolina

Prepared For: Beaufort County  
Prepared By: SGA Architecture &  
Carolina Engineering Consultants  
Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>I. MASTER PLAN-CONSTRUCTION PROJECT PROBABLE COST</b>				
<b>A. REGULATORY FEES</b>				
1. Permitting fees for OCRM fee submittal	1	LS	\$2,150.00	\$2,150
2. Beaufort/Jasper Associated Fees				
3. DHEC Review Fee for Water/Sewer	1	LS	\$75.00	\$75
4. Plan Review Fee for Beaufort/Jasper	1	LS	\$300.00	\$300
5. Construction Review phase w/ Beaufort/Jasper (40 per building)	7	LS	\$40.00	\$280
6. Low Country Council of Governments (208 certification)	1	LS	\$230.00	\$230
7. Record Drawing Conversion	1	LS	\$500.00	\$500
8. Capacity Fees	1	LS	\$3,960.00	\$3,960
9. 2" Meter/with back flow preventer	1	LS	\$2,500.00	\$2,500
10. DRT Application Fees (Beaufort County Fees Waived?)	1	LS	\$0.00	\$0
<b>REGULATORY FEES Total:</b>				<b>\$9,995</b>
<b>B. PAVING AND GRADING</b>				
1. Mobilization	1	LS	\$5,000.00	\$5,000
2. Layout	1	LS	\$4,500.00	\$4,500
3. Asbuilts-Final Water/Sewer Certification	1	LS	\$3,000.00	\$3,000
4. Clearing & Grubbing	11.6	AC	\$3,500.00	\$40,600
5. Clearing & Grubbing for pond expansion	3.6	AC	\$3,500.00	\$12,600
6. Selective Clearing (Gyro-trac)	12	AC	\$2,000.00	\$24,000
7. Rough Grading(Roads, open spaces, trails)	73,000	SY	\$0.75	\$54,750
8. Fine Grading-Pond & Amphitheater	30,000	SY	\$1.50	\$45,000
10. Fine Grading-Roads/Trails	29,300	SY	\$1.50	\$43,950
11. Road Base Course (6 inches)	17,600	SY	\$12.00	\$211,200
12. Trail Base Course (4 inches) with fabric	11,700	SY	\$16.00	\$187,200
13. Asphalt Paving at North and South Entrances	921	SY	\$8.60	\$7,921
14. (2) Demo of Asphalt at Burton Wells Road for Crosswalk/speed hump	60	SY	\$15.00	\$900
15. (2) Install Asphalt at Burton Wells Road for Crosswalk/speed hump	60	SY	\$75.00	\$4,500
<i>Beaufort County will provide labor for excavating pond to rough shape and dispose of cut material.</i>				
<b>PAVING AND GRADING Total:</b>				<b>\$645,121</b>
<b>C. STORM DRAINAGE SYSTEM</b>				
1. Swales	4,000	LF	\$3.00	\$12,000
2. Drainage Pipe	2,000	LF	\$25.00	\$50,000
3. 4" Diameter Perforated Subgrade Drain	500	LF	\$6.00	\$3,000
4. Grate Inlet	10	EA	\$1,750.00	\$17,500
5. Junction Box	2	EA	\$1,750.00	\$3,500
6. Outlet Control Structure	1	EA	\$2,500.00	\$2,500
7. Rip-Rap with Filter Fabric	100	SY	\$90.00	\$9,000
8. Erosion Control	1	LS	\$10,000.00	\$10,000
<b>STORM DRAINAGE SYSTEM Subtotal:</b>				<b>\$107,500</b>
<b>D. WATER DISTRIBUTION SYSTEM</b>				
1. 8" Diameter Water Main	200	LF	\$12.00	\$2,400
2. 2" Diamter Water Main	4,500	LF	\$9.00	\$40,500
3. 6" Diameter D.I. Water Main	10	LF	\$25.00	\$250
4. 1" Diameter Water Lateral	200	LF	\$6.00	\$1,200
5. 8" Valve & Box	1	EA	\$1,200.00	\$1,200
6. 6" Valve & Box	1	EA	\$950.00	\$950
7. 2" Valve & Box	3	EA	\$850.00	\$2,550
8. Service Connection (Single)	8	EA	\$250.00	\$2,000
9. Fire Hydrant	1	EA	\$1,900.00	\$1,900

# Burton Wells Regional Park - Phase II (Passive Park)

Master Plan Cost Estimate  
Beaufort, South Carolina

Prepared For: Beaufort County

Prepared By: SGA Architecture &  
Carolina Engineering Consultants

Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
10. 8"x6" MJ Hydrant Tee	1	EA	\$430.00	\$430
11. 8" Plug w/ 2" Tap	1	EA	\$225.00	\$225
12. Testing & Chlorination	1	LS	\$2,500.00	\$2,500
13. Connect to existing	1	LS	\$2,500.00	\$2,500
<i>Hose bibs located throughout the site are included in calculations</i>				
<b>WATER DISTRIBUTION SYSTEM Subtotal:</b>				<b>\$58,605</b>
<b>E. SANITARY SEWER SYSTEM</b>				
1. 2" Diameter PVC Force Main	200	LF	\$8.00	\$1,600
2. 1.25" PVC Force Main	2,500	LF	\$6.00	\$15,000
3. 6" Diameter PVC Sewer Main	450	LF	\$18.00	\$8,100
4. Sewer Manhole	3	EA	\$2,500.00	\$7,500
5. 6" PVC Sewer Lateral	100	LF	\$14.00	\$1,400
6. Pump Station (Duplex Grinder-BJWSA)	1	EA	\$75,000.00	\$75,000
7. Pump Station (Simplex Grinder-Private)	2	EA	\$7,500.00	\$15,000
8. Testing	1	LS	\$2,500.00	\$2,500
9. Connect Force Main to Existing Force Main	1	LS	\$2,500.00	\$2,500
<b>SANITARY SEWER SYSTEM Subtotal:</b>				<b>\$128,600</b>
<b>F. ELECTRICAL</b>				
1. Provide Power to the following: (Assuming Single Phase)	1	LS	\$100,000.00	\$100,000
<ul style="list-style-type: none"> <li>-2 Picnic Shelters w/restrooms</li> <li>-4 Picnic Shelters</li> <li>-Lake Pavilion w/ restrooms</li> <li>-Electrical Outlets throughout park</li> <li>-Irrigation system/Well-Pump</li> <li>-Security lighting in parking areas/paths</li> <li>-Drinking Fountains</li> <li>-Gate houses</li> <li>-Maintenance Shed</li> <li>-Splash Zone</li> </ul>				
<i>Meeting with Kenny Ackerman w/ SCE&amp;G to determine cost</i>				
<b>ELECTRICAL Subtotal:</b>				<b>\$100,000</b>
<b>G. GENERAL CONSTRUCTION</b>				
1. Boardwalks over wetlands	620	LF	\$175.00	\$108,500
2. Lake Pavilion w/ restroom facility (30'x30')	900	SF	\$75.00	\$67,500
3. (2) Picnic shelter (25'x50') w/ restroom facility (+/-125 people each)	2,500	SF	\$75.00	\$187,500
4. (2) (Picnic shelter (20'x30') (+/- 86 people each)	1,200	LS	\$50.00	\$60,000
5. (2) (Picnic shelter (25'x50') (+/- 143 people each)	1,200	LS	\$50.00	\$60,000
6. (1) 12'x 16' Floating dock w/36"x8' slip at Lake Pavilion	1	LS	\$12,000.00	\$12,000
7. Gatehouses (8'x8') at park entrances	2	LS	\$3,000.00	\$6,000
8. Security gates at park entrances	2	LS	\$15,000.00	\$30,000
9. Maintenance shed (10'x25')	1	LS	\$5,500.00	\$5,500
10. Children's playground (Cost may vary due to size and materials)	1	LS	\$550,000.00	\$550,000
11. Splash zone (Cost may vary -based on 7,000SF)	1	LS	\$250,000.00	\$250,000
12. Skatepark at Existing Recreation Center	1	LS	\$500,000.00	\$500,000
13. Covered Basketball Courts at Existing Recreation Center	1	LS	\$125,000.00	\$125,000
14. 6' High-Black, vinyl coated chain link fencing at Burton Wells Road	2,180	LF	\$6.00	\$13,080
15. 6' High-Black, vinyl coated chain link fencing at existing b-ball court	445	LF	\$6.00	\$2,670
16. 4' High-Black, vinyl coated chain link fencing and gating at dog park	405	LF	\$4.50	\$1,823
17. 4' Wide concrete sidewalk along Burton Wells Road	2,000	LF	\$3.80	\$7,600
<b>GENERAL CONSTRUCTION Total:</b>				<b>\$1,987,173</b>

# Burton Wells Regional Park - Phase II (Passive Park)

Master Plan Cost Estimate  
Beaufort, South Carolina

Prepared For: Beaufort County

Prepared By: SGA Architecture &  
Carolina Engineering Consultants

Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>H. LANDSCAPE</b>				
1. Seeding at open areas	467,451	SF	\$0.10	\$46,745
2. Grassing-Hydroseeding (Pond Banks)	6,900	SY	\$0.50	\$3,450
3. Sod at Amphitheater	15,000	SF	\$0.55	\$8,250
4. Landscaping at pond banks	1	LS	\$50,000.00	\$50,000
5. Landscaping (trees, shrubs, groundcover, mulch)	1	LS	\$100,000.00	\$100,000
<b>LANDSCAPE Subtotal:</b>				<b>\$208,445</b>
<b>I. SITE FURNISHINGS</b>				
1. Picnic tables -(Wood-30 qty @ \$500 each )	1	LS	\$15,000.00	\$15,000
2. Benches (20 qty @ \$1,125 each)	1	LS	\$22,500.00	\$22,500
3. Trash receptacles (20 qty @ \$500 each)	1	LS	\$10,000.00	\$10,000
4. Drinking fountains (10 qty @ 1,120 each)	1	LS	\$11,200.00	\$11,200
5. Drinking fountains (ADA compliant- 3 qty @ \$2,550 each)	1	LS	\$7,650.00	\$7,650
6. Drinking fountains @ dog park	2	EA	\$1,350.00	\$2,700
<b>SITE FURNISHINGS Total:</b>				<b>\$69,050</b>
<b>J. SIGNAGE</b>				
1. Vehicular signage	1	LS	\$10,000.00	\$10,000
2. Pedestrian signage	1	LS	\$8,000.00	\$8,000
3. Park Identification Signage at entrances	2	EA	\$10,000.00	\$20,000
4. Burton Wells Road Park Markers/Signs	1	LS	\$30,000.00	\$30,000
<b>SIGNAGE Total:</b>				<b>\$68,000</b>
<b>K. IRRIGATION</b>				
1. Irrigation well and pump (to maintain pond level)	1	LS	\$8,000.00	\$8,000
2. Irrigation at open spaces and plant beds	1	LS	\$75,000.00	\$75,000
3. PVC sleeving under walking trails and roads	1	LS	\$2,500.00	\$2,500
<b>IRRIGATION Total:</b>				<b>\$85,500</b>
<b>PROJECT BUDGET</b>				<b>\$1,600,000</b>
Professional Design Fees				\$140,500
<b>PROJECT TOTAL BUDGET</b>				<b>\$1,459,500</b>
<b>MASTER PLAN-CONSTRUCTION PROJECT TOTAL</b>				<b>\$3,467,988</b>
15% Master Plan Contingency				\$520,198
<b>MASTER PLAN-CONSTRUCTION PROJECT TOTAL</b>				<b>\$3,988,186</b>

**Burton Wells Regional Park - Phase II (Passive Park)**

Master Plan Cost Estimate

Beaufort, South Carolina

Prepared For: Beaufort County

Prepared By: SGA Architecture &amp;

Carolina Engineering Consultants

Date: December 8, 2009

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>II. ALTERNATE</b>				
<b>L. Asphalt at Roads and Trails</b>				
1. Prime Coat	17,600	SY	\$0.60	\$10,560
2. Road Wearing Surface (1 1/2inch)	17,600	SY	\$8.00	\$140,800
3. 2" Thick Asphalt Surface at Trails	11,700	SY	\$8.00	\$93,600
<b>Asphalt at Roads and Trails Total:</b>				<b>\$244,960</b>
<b>M. General Construction</b>				
1. Brick crosswalk and traffic at Burton Wells Road	60	SY	\$125.00	\$7,500
2. Permanent Seating @ Amphitheater	1	LS	\$20,000.00	\$20,000
<b>General Construction Total:</b>				<b>\$27,500</b>
<b>Bid Alternates - Sub-Total</b>				<b>\$272,460</b>
<b>15% Master Plan Contingency</b>				<b>\$40,869</b>
<b>Bid Alternates - Total</b>				<b>\$313,329</b>
<b>MASTER PLAN AND ALTERNATE TOTAL:</b>				<b>\$4,301,515</b>









COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DIVISION

Building 3, 102 Industrial Village Road  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Phone: (843) 470-2625 Fax: (843) 470-2630

TO: Councilman Herbert N Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
David Starkey, Chief Financial Officer *DS*  
Rob McFee, Director of Engineering and Infrastructure *RM*

FROM: Bob Klink, County Engineer *BK*

SUBJ: Architectural and Engineering Design Services for the Design of the St. Helena Island Branch Library for Beaufort County - RFQ # 2909/090456

DATE: October 20, 2009

**BACKGROUND.** Beaufort County Council adopted a resolution on 9/11/06 to build a 35,000 square foot branch library facility on a parcel donated by Penn Center. In FY2006, County Council approved a \$5,000,000 general obligations bond for the design and construction of the St. Helena Library Facility. Beaufort County advertised a Request for Qualifications (RFQ's) from design firms for architectural, landscape architectural and engineering design services for the Penn Center Library. On 5/07/09, Beaufort County received 24 RFQ's from the following firms:

LS3P Associates Limited  
205 1/2 King Street  
Charleston, SC 29401

FWA Group  
10 Executive Park Road  
Hilton Head Island, SC 29938

McCleskey Architects  
62 Arrow Road  
Hilton Head

McKellar & Associates (Architects)  
941 Houston Northcut Boulevard  
Suite 201  
Mt Pleasant, SC 29464

Perkins & Will  
1382 Peach Tree Street NE  
Atlanta, GA 30309

Design Group  
515 east Main Street  
Columbus, OH 43215

AAG Associates  
37 Marsh Ellen Drive  
Beaufort, SC 29902

Rosenblum Coe Architects Inc  
121 Wentworth Street  
Charleston, SC 29401

Creech & Associates  
127 West Worthington Ave  
Suite 206  
Charlotte, NC 282286  
Allison Ramsey Architects  
1003 Charles St.  
Beaufort, SC 29902

Giffels, LLC  
127 Dunbar Street  
Spartanburg, SC 29306

Neal Prince Architects  
110 West North Street Suite 300  
Greenville, SC 29601

R.W. Chambers  
127 Dunbar Street  
Spartanburg, SC 29306

Watson Tate Savory Architects  
1316 Washington St.  
Columbia, SC 29201

Holzheimer Bolek+ Meehan  
7227 Chagrin Road  
Chagrin Falls, OH 44023

Gantt Huberman Architects  
500 North Tryon Street  
Charlotte, NC 28202

DP3 Architects  
211 East Broad Street  
Greenville, SC 29605

Hecht Burdeshaw Architects, Inc.  
8<sup>th</sup> thru 11<sup>th</sup> St. Suite 300  
Columbus, GA 31901

Thomas & Denzinger Architects  
73 1/2 State Street  
Charleston, SC 29401

David Manning Architects  
508 Walnut Street  
Camden, SC 29020

Montgomery Architecture  
404 Ribaut Road  
Beaufort, SC 29902

Coast Architects  
671 St. Andrews Blvd  
Charleston, SC 29407

Greenline Architecture  
28 East 35<sup>th</sup> Street  
Savannah, GA 31401

Liollio Architecture  
147 Wapoo Creek Dr.  
Suite 400  
Charleston, SC 29412

A committee consisting of the following individuals was assembled:

- Beaufort County Libraries Director
- Beaufort County Capital Improvement Project Implementation Manger
- Beaufort County Capital Improvement Project Manager
- Beaufort County Community Services Director
- Beaufort County Libraries Board of Trustees member
- Penn Center Board of Trustees member

The committee was tasked with evaluating and selecting the highest ranking firms based on qualifications and experience. The following four firms were ranked highest and were selected for interviews by the committee:

Allision Ramsey Architects  
1003 Charles Street  
Beaufort, SC 29909

FWA Group  
10 Executive Park Road  
Hilton Head, SC 29938

Liollio Architecture  
147 Wapoo Creek Dr.  
Charleston, SC 29605

DP3 Architects  
211 East Broad St.  
Greenville, SC 29605

As a result of the interviews, Liollio Architecture was ranked number one and was selected for subsequent fee negotiations with the Engineering Division. Liollio Architecture submitted a lump sum design proposal in the amount of \$1,017,495. The proposed fee was found to be fair and reasonable and is in line with the office of the State Engineer's offices guidelines for the scope of work. Liollio Architecture proposes to use 40% local sub-consultants.

**FUNDING.** The proposed funding source is the FY2006 CIP account #11436-54420 for Penn Center Library which has a balance of \$4,999,675.03. Additionally, a potential grant total of \$4,200,000 is pending approval from the Governor's office.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a design contract award to Liollio Architecture for the design of the Penn Center Library in the amount of \$1,017,495 and funded from the CIP Account as proposed above.

Attachments: 1) Location Map  
2) County Council Resolution 2006/31

REK/DC/mjh

cc: Morris Campbell  
Dave Thomas  
Wlodek Zaryczny  
David Hughes

RFQ/Penn Center Library/PFCap

PENN CENTER PROPERTY  
ON ST. HELENA ISLAND

SEA ISLAND PKWY - US 21

DR. MARTIN LUTHER KING JR

MELODY LN

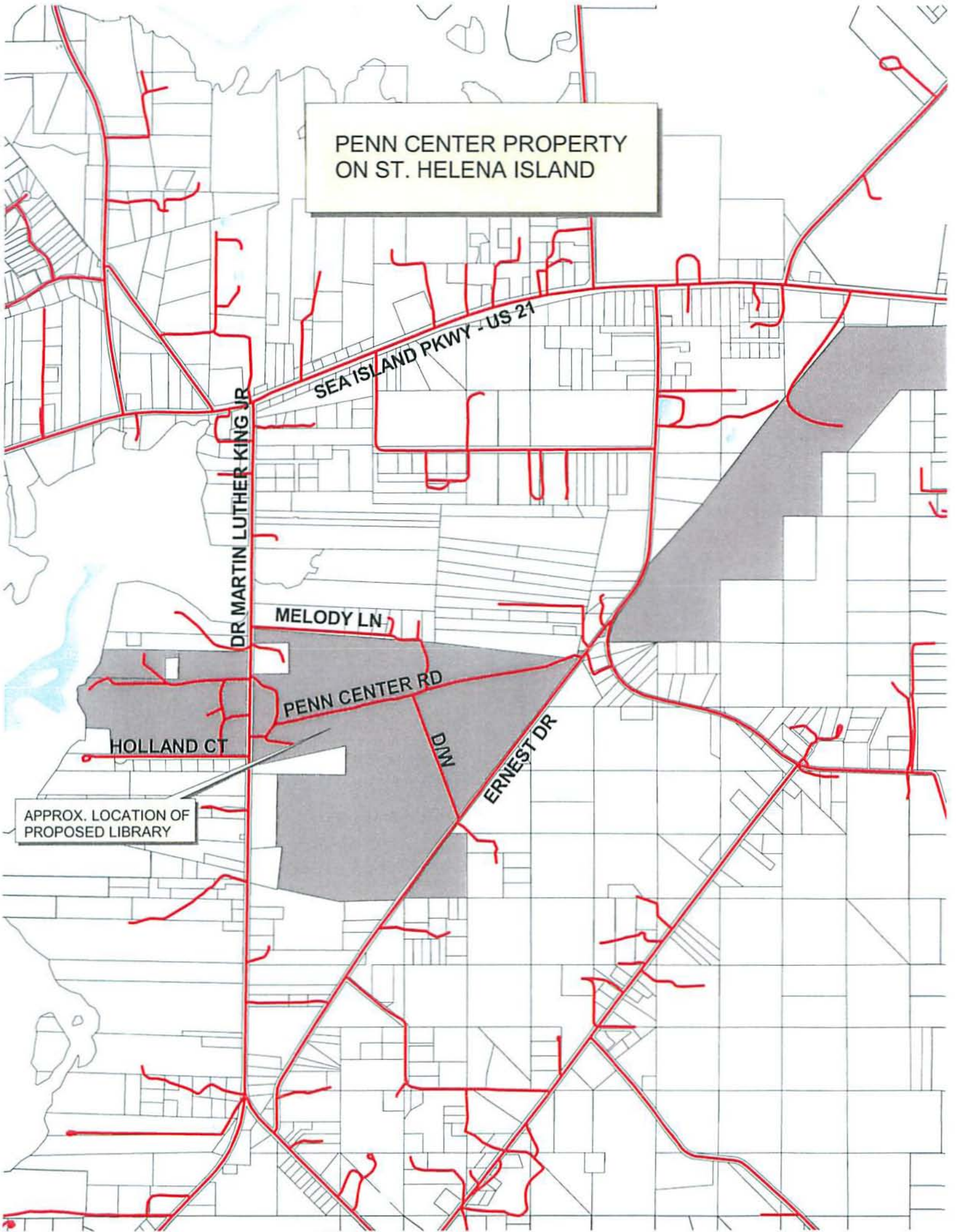
PENN CENTER RD

HOLLAND CT

DM

ERNEST DR

APPROX. LOCATION OF  
PROPOSED LIBRARY



**2006/31**

St. Helena Island Branch Library at Penn Center - \$1  
Million Construction Grant

**2006/31**

St. Helena Island Branch Library at Penn Center -  
\$1 Million Construction Grant

A RESOLUTION

WHEREAS, Beaufort County Council and Penn Center Board have entered into a partnership to build a 35,000 square-foot branch library facility on St. Helena Island; and

WHEREAS, Beaufort County Council has appropriated five million dollars and the Penn Center Board has donated ten acres of their land as contributions to facilitate the development of this library facility; and

WHEREAS, the St. Helena Island Branch Library will be a state of the art, full service library dedicated to learning, historical and cultural preservation and human resource development; and

WHEREAS, the construction and advancement of this library requires financial support from various local, state and federal resources to achieve this goal; and

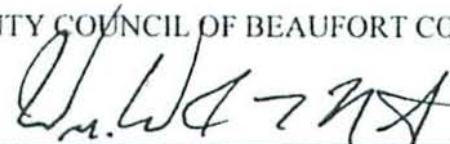
WHEREAS, the State Library System has included \$1,000,000, on behalf of Beaufort County for construction cost of the St. Helena Island Branch, in their annual budget and has submitted this funding request to the Governor of South Carolina for his approval.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby requests the Legislative Delegation to support and to encourage the Governor of South Carolina to approve a \$1,000,000 grant to Beaufort County, through the State Library System, for construction of the St. Helena Island Branch Library at Penn Center.

Adopted this 11th day of September, 2006.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:



Wm. Weston J. Newton, Chairman

Attest:



Suzanne M. Rainey, Clerk to Council

RECEIVED  
JAN 19 2010  
COUNTY ADMINISTRATOR



County Council of Beaufort County  
Hilton Head Island Airport – [www.hiltonheadairport.com](http://www.hiltonheadairport.com)  
Beaufort County Airport – [www.beaufortcoairport.com](http://www.beaufortcoairport.com)  
Post Office Box 23739 – 120 Beach City Road  
Hilton Head Island, South Carolina 29925-3739  
Phone: (843) 689-5400 - Fax: (843) 689-5411

TO: Councilman Herbert Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Lad Howell, County Attorney  
David Starkey, Chief Financial Officer  
Rob McFee, Director, Engineering and Infrastructure Division

*G. Kubic*  
*L. Howell*  
*D. Starkey*

*PA*

FROM: Paul Andres, Director of Airports *PA*

SUBJ: **Anderson Aviation Flight Training**

DATE: January 21, 2010

**BACKGROUND.** Anderson Aviation, LLC has requested the authorization to provide flight training instruction at the Lady's Island Airport. A copy of their Commercial Operating Agreement is attached for your information. This agreement stipulates that Anderson Aviation will provide the airport with 3% of their gross revenues generated from their business activity. The anticipated annual revenue is expected to be below \$10,000.00. The Airports Board favorably endorses this proposal.

**RECOMMENDATION.** Briefed for informational purposes only.

PAA/paa

Attachment: Anderson Aviation Commercial Operating Agreement



1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide flight training and aircraft rental services to the public at the Airport on a regular basis. Operator understands and agrees that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

- (a) Flight training;
- (b) Aircraft rental;
- (c) Pilot supplies and pilot accessories sales;
- (d) Ground school;
- (e) Aerial surveying;
- (h) Aerial photography; and
- (i) Sight-seeing.

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress and egress to the Airport and to public areas and public facilities at the Airport.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.



ARTICLE III  
ADDITIONAL PRIVILEGES

Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of operating area, runways, taxiways, terminal facilities, aircraft parking areas and vehicle parking areas designed by County.

ARTICLE IV  
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise:

- (a) Percentage Fee: For the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross receipts on its operations hereunder. Twenty (20) days after the beginning of each calendar month during the term hereof, Operator shall furnish to County an accounting of the previous month's gross receipts along with a check for the appropriate sum of money as computed in accordance with this subsection.

Definition of Gross Receipts: The term "gross receipts" shall include the following: (i) the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not; plus (ii) the aggregate of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater.

- (b) All payments herein are to be made in lawful money of the United States of America and are payable at the office of the Airport Director.

2. Taxes. Those fees and charges paid to County shall not include any property taxes, fees or license charges of whatever character that may be levied, assessed, charged by any governmental entity on the portions of the Airport occupied or used solely by Operator, or upon the rights of Operator to occupy or use the Airport or any emolument received hereby, or upon Operator's improvements, fixtures, equipment, or other property at the Airport or upon Operator's rights of operation hereunder. Such taxes, fees and licenses shall be paid directly to government entity by Operation. Operator shall have the right, at its sole cost and expense, to contest the amount or validity of any tax or license as may have been or may be levied, assessed or charged. Operator shall reimburse the County for any taxes levied on the County for space used or occupied by Operator, or for privileges accorded Operator by County.

3. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

4. Monthly Activity Report. Operator shall furnish to County on or before the twentieth (20th) day of each month an accurate report setting forth all data necessary to calculate fees and charges due under this Agreement. Said report shall be in a form and with detail satisfactory to County and shall include, but not necessarily be limited to, a statement of gross receipts during the preceding month from its operations at the Airport upon which the percentage payments to County as set forth in Section IV.1(a) are computed. Said statements are to be signed by a responsible individual employed by Operator.

5. Inspection of Books and Records. Operator shall, during any current year of the term of this Agreement and for two (2) years thereafter, permit upon reasonable notice to Operator, inspections and audits by the County through its employees, and/or representatives, of all records, books of account, state and federal income tax returns, and South Carolina sales tax return records, including any other such records as may be required to be maintained by Operator and information required to be maintained pursuant to any provision of this Agreement. It is further understood and agreed that any such inspection and audit shall be conducted during the business hours of Operator and that Operator shall make all of the aforesaid records, books of account, and other documentation available at a location designated in writing by the County. The County will give reasonable notification to the Operator, normally 30 days, in order to conduct an inspection for the purpose of auditing the account.

In the event an inspection or audit by or on behalf of the County discloses any discrepancy in any statement or statements of gross revenue of the Operator and/or in the amount of any sums of money owed the County, the Operator shall forthwith pay the sum of money owed to the County plus a service charge of one and one-half (1½%) percent per month of said sum for each month from the date said sum should have been paid to the County to the date payment is made to the County. Further, in the event an audit or inspection discloses an accumulative discrepancy in excess of three (3%) percent of the amount previously paid by Operator to County for any 12-month period, Operator shall forthwith pay to County the cost of the audit and/or inspection. Said cost of the audit and/or inspection shall include all direct and indirect salary cost of County, any charges made by any consultant of the County, materials, supplies and administrative overhead.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

6. Additional Fees and Charges. If the County has paid any sum or sums or has incurred any obligations or expense for which Operator has agreed to pay or reimburse the

County, or if the County is required or elects to pay any sum or sums or incur any obligations or expense by reason of failure, neglect or refusal of Operator to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement after written notice thereof by the County to Operator, then Operator agrees to pay to the County the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, plus twenty-five (25%) percent of the total of the foregoing items as administrative overhead, and the same may be added to any installment of the fees and charges thereafter due hereunder, and each and every part of the same shall be and become additional fees and charges recoverable by the County in the same manner and with like remedies as if it were originally a part of the basic fee and charges.

## ARTICLE V PERFORMANCE AND SERVICE STANDARDS

1. Type of Operation. Operator shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. Operator shall maintain and operate its business in a first-class manner and shall keep it in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to County. Service shall be prompt, courteous and efficient. Only late model aircraft shall be used by Operator in the performance of the privilege granted hereunder.

Operator shall maintain, at all times and at its own expense, an adequate number of aircraft at the Airport to meet the reasonable public demand therefore. Operator shall maintain, at all times and at its own expense, all aircraft used under this Agreement free from known mechanical defects and in neat appearance, clean inside and out.

Operator and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the aeronautical services of Operator and its compatibility with the best interests of the public at the Airport.

2. Management. The management, maintenance and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing Operator, who shall be subject at all times to the direction and control of Operator. Such manager shall be available upon reasonable request during normal business hours.

3. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

4. Employee Discounts. Nothing in this Agreement shall prohibit the Operator from offering employee discounts to individuals employed by any of the organizations having the Airport as their principal place of employment.

5. Solicitation. Operator shall confine its solicitation of business at the Airport to display advertisement as approved by the County and County's advertising concessionaire.

6. Air Safety. Operator's employee pilots who fail to abide by Airport, County, Municipal, State or Federal air traffic rules and regulations shall be banned from the Airport upon written notice of the Director of Airports. Operator's employee pilots shall conduct themselves in a professional manner at all times when on Airport property.

## ARTICLE VI INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident).  
Combined Limit: One Million Dollars (\$1,000,000) per occurrence.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall

be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

## ARTICLE VII INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

## ARTICLE VIII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

## ARTICLE IX RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be forwarded to Operator.

## ARTICLE X DEFAULT AND TERMINATION

1. Termination by Operator. This Agreement shall be subject to termination by Operator in the event of any one or more of the following defaults:

- (a) The abandonment of the Airport as an airport;
- (b) The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake

to remedy, to Operator's satisfaction, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same; or

- (c) Damage to or destruction of all or a material part of the Airport facilities necessary to the operation of Operator's business.

2. Termination by County. This Agreement shall be subject to termination by County in the event of any one or more of the following defaults:

- (a) Failure by Operator to pay County any payments due hereunder within the time as provided by this Agreement;
- (b) Failure by Operator to observe and perform any covenant, condition or agreement on its part as herein provided or failure to provide authorized services to the public during normal business hours or normal business days for a period of ten (10) days after written notice to do so by County;
- (c) Dissolution or liquidation of Operator or by the filing by Operator of a voluntary petition in bankruptcy;
- (d) Insolvency of Operator, or if Operator makes a general assignment for the benefit of creditors;
- (e) Consent by Operator to the appointment of a receiver, trustee or liquidator of all or essentially all of the property;
- (f) Desertion, abandonment or vacation of Operator's operations at the Airport.

3. Default. Upon default as above provided:

- (a) County may expel Operator or those claiming under it and may act in any way necessary to ensure the continuing and proper operation of the Airport. In such event, the term of this Agreement shall end.
- (b) County may take any other action at law or in equity that it may deem appropriate, necessary or desirable to collect any amounts due from Operator and to enforce performance and observance of any obligation, agreement or covenant of Operator under this Agreement.

4. Causes of Breach; Waiver. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Operator to pay fees, rents or other charges to County.

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

5. Termination of Agreement for Convenience. In addition to the grounds of default and termination provided herein, this Agreement may be terminated for convenience upon thirty (30) days' notice to Operator by the County or to County by Operator.

ARTICLE XI  
NO PARTNERSHIP OR JOINT VENTURE

No partnership or joint venture between the parties is intended to or shall be created hereunder. In conducting its business hereunder, Operator acts independently and not as an agent of County. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator and County shall not attempt to exercise any control over the business activities of Operator or daily performance of duties by Operator's employees.

ARTICLE XII  
ASSIGNMENT AND SUBLETTING

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of County.

ARTICLE XIII  
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:  
Airport Director/Supervisor  
39 Airport Circle  
Beaufort, SC 29907

With a Copy to:  
Beaufort County Staff Attorney  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

With a Copy to:  
Beaufort County Administrator  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

AS TO OPERATOR:  
Anderson Aviation, LLC  
202 East Morgan Street  
Wadesboro, NC 28170

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Right to Develop Airport. It is further covenanted and agreed that County reserves the right to further develop or improve the Airport Terminal Complex and all landing areas and taxiways as it may see fit, regardless of the desires or view of Operator and without interference or hindrance.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BEAUFORT COUNTY

By: \_\_\_\_\_  
Gary T. Kubic, County Administrator

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

OPERATOR:  
ANDERSON AVIATION, LLC, a  
North Carolina limited liability  
company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Beaufort County and Municipal Staff BTAG prioritization meeting**  
***Meeting Minutes 11/30/09***

**Staff members**

Darrin Shoemaker, Town of HHI  
Bob Klink, Beaufort County  
Marc Orlando, Town of Bluffton  
Karen Jarrett, Town of Bluffton  
Rob McFee, Beaufort County  
Colin Kinton, Beaufort County  
Scott Dadson, City of Beaufort  
Van Willis, Town of Port Royal  
Scott Liggett, Town of HHI

The discussion of projects began with an understanding that all the projects have value and serve worthy purposes. It was agreed the projects should be evaluated with 3 basic and equal considerations in mind:

- 1) What value does the project possess in terms of performance, safety, capacity and interconnectivity improvements (as well as hurricane evacuation) .
- 2) To what extent have funds already been expended on the project and what would a delay mean to the project development process.
- 3) As Traffic Impact fees are collected separately in the southern and northern portions of the county and it is the lack of impact fees which have necessitated the prioritization of projects, it is best to keep the collected fees in the appropriate area.

Handouts detailing existing contracts for each project were distributed and discussed. A project by project update, both financial and physical, was then presented by Robert McFee with discussion and clarification on numerous points.

At this point Colin Kinton presented each project from a traffic engineering standpoint describing in detail each project, its potential impact now as well as the model predictions for that facility in the future. Also presented were the various phasing options available on the projects and their relative benefit to traffic capacity and safety.

A thorough question and answer discussion then took place with the municipalities sharing their positions and thoughts on the various projects. The respective staffs then began the process of developing a Priority Listing based on all the information presented. Attached is the agreed upon staff recommendation list for projects.

# PROJECT PRIORITY ENGINEERING ANALYSIS

November 30, 2009

## South of Broad River

### 1. US 278 Connector Roads

- a. Plantation Business Park
  - i. Represents significant safety, capacity and connectivity benefits
- b. Bluffton Fire to Berkeley Hall
  - i. Provides significant safety, capacity and connectivity benefits

### 2. Bluffton Parkway 5A:

- a. Complete to Buckingham Plantation Drive
  - i. While models indicate 23-27% fewer vehicles (8,000 to 10,000 vpd) would be diverting from US 278 to Bluffton Parkway without the bridge flyover connection, this improvement would result in an 24% reduction of traffic along US 278 and improvement to LOS C along US 278. It would also aid materially in a hurricane evacuation, congestion and incident management.
  - ii. Delay bridge construction until 2011/2012

### 3. US 278 Widening

- a. Complete widening through Buckwalter Parkway to address short-term capacity improvement needs through the key intersections (of Buck Island Road and Buckwalter Parkway).

### 4. SC 170

- a. Complete between US 278 and Bluffton Parkway
  - i. Greater Development Potential
  - ii. Existing capacity and safety needs due to very poor pavement and shoulder conditions – Will provide significant safety and capacity improvements where existing crash data indicates need
  - iii. Improvement for rerouting of US 278 traffic and increased utilization of Bluffton Parkway.
  - iv. Operationally improve service levels for Sun City traffic.
  - v. Reduce demand along US 278 of approximately 15% and increase longevity of 4-lane section of US 278.
  - vi. Key intersections along SC 170 to the south of Bluffton Parkway have already been significantly improved with sufficient short-term capacity.
  - vii. Recognizes the hurricane evacuation constraints of existing two-lane bridge on SC 46/SC 170 crossing the New River.

- b. Complete between Bluffton Parkway and SC 46/SC170 roundabout.

### 5. Bluffton Parkway 5B

- a. Phasing options not practical due to termini
- b. Sufficient existing capacity on existing Bluffton Parkway alignment at 19,000 ADT
- c. Short-term OK; however, Long-term Need

## North of Broad River

### 1. Boundary Street

- a. Proceed with design of entire project.

- b. Bid to construction that portion from Neil Street to Hogarth Street integrating the first portion of the parallel road to Hogarth. This will include Duct Banking and Multi-use Pathways along entire route .
  - i. Significant capacity and safety benefits (51 % of Corridor Accidents; Address critical capacity deficiencies at intersections; 10-15% Capacity Improvement at SC 170).
  - ii. Establishes connectivity
- c. Proceed with "block by block" phased improvements towards municipal complex.

## **2. Northern Bypass**

- a. City does not believe Bellamy Curve Option is the best long term solution but understands other alignment alternatives are problematic and that each alternative was fully vetted independently. Elimination of Bellamy Curve Option does not make other options "More Feasible". While it is understood that the continued expenditure of engineering study and analysis will not make the other alternatives feasible, it is the City's desire to have the consultant produce an Environmental Assessment to finally determine the full extent of the environmental impact and likelihood of successful permitting. City will 1) Select the routing (other than the Bellamy Curve option) for further study; 2) Have the second phase of engineering done up to the \$1.1 million already contracted for completed; and 3) Depending on the outcome of this second phase, either: a) Keep going with the next phase of Northern Crossing Study, et al, or; b) Put \$4.9m dollar balance into the Boundary/Parallel Road Project.

## RESOLUTION

### COUNTY COUNCIL APPROVAL OF BEAUFORT TRANSPORTATION ADVISORY GROUP RECOMMENDATIONS

WHEREAS, the Beaufort Transportation Advisory Group met on Wednesday, January 20, 2010; and

WHEREAS, in 2006, the citizens of Beaufort County approved a penny sales tax referendum for the construction of highway projects throughout Beaufort County; and

WHEREAS, the anticipated collection of \$152,000,000 was combined with a substantial amount of impact fees for completion of all projects; and

WHEREAS, the economic conditions have now resulted in a loss of impact fee revenue and as a result, some of the transportation projects will have to be deferred or delayed to a later timeframe; and

WHEREAS, members of the Beaufort Transportation Advisory Group participated in the original recommendation for projects approved by referendum; and

WHEREAS, the Beaufort Transportation Advisory Group charged the staff of all of the municipalities and the County with responsibility to prioritize and categorize projects based on funds remaining, projects started and projects completed; and

WHEREAS, the joint staff of the governmental entities presented to the Beaufort Transportation Advisory Group an opinion and recommendation regarding the continuance, delay or completion of the projects; and

WHEREAS, a motion was passed by the Beaufort Transportation Advisory Group to accept the joint staff recommendations regarding the penny sales tax road projects with two exceptions: (1) delay bridge construction on Bluffton Parkway Phase 5A; and (2) maintain the widening on U.S. 278 all the way to SC 170.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council that the recommendations approved by the Beaufort Transportation Advisory Group be adopted as current official policy of Beaufort County with reference to the completion and/or delay of the projects approved by referendum.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Wm. Weston J. Newton, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council