

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) 255-2000

FAX: (843) 255-9401

www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCHE
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN
ROBERTS "TABOR" VAUX

Committee Members:

Gerald Dawson, Chairman
Roberts "Tabor" Vaux, Vice Chairman
Cynthia Bensch
Rick Caporale
Steve Fobes
Alice Howard
William McBride

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA

PUBLIC FACILITIES COMMITTEE

Monday, February 16, 2015

4:00 p.m.

Conference Room, Building 3

Beaufort Industrial Village

104 Industrial Village Road, Beaufort

Staff Support:

Andrew Dalkos, Division Director
Systems Management
Colin Kinton, Division Director
Transportation Engineering
Eric Larson, Division Director
Environmental Engineering
Facilities & Construction Engineering
Robert McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. LOCAL 3% ACCOMMODATIONS TAX FUNDING REQUEST / BEAUFORT COUNTY SPANISH MOSS TRAIL – PHASE 2 ([backup](#))
3. CONSIDERATION OF CONTRACT AWARD
 - A. Beaufort County Spanish Moss Trail – Phase 2 ([backup](#))
4. DISCUSSION / REVIEW / SAMPLE SIGNAGE BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX ([backup](#))
5. DISCUSSION / AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR THE FEDERAL COURTHOUSE ([backup](#))
6. DISCUSSION / BEAUFORT COUNTY DIRT ROAD PAVING REQUIREMENTS FOR DIRT ROADS WITHOUT RIGHT OF WAY DOCUMENTS – REMOVAL FROM COUNTY ROAD MAINTENANCE – PRITCHARD STREET, BLUFFTON ([backup](#))
7. DISCUSSION / ADJUSTMENT TO ROAD USE AND AUTO TAG FEES ([backup](#))
8. DISCUSSION / EMERGENCY ROAD REPAIR
9. DISCUSSION / PERRYCLEAR BRIDGE UPDATE
10. DISCUSSION / USE OF DALE COMMUNITY CENTER / SEA ISLAND YOUTH PROGRAM ([backup](#))
11. EXECUTIVE SESSION
 - A. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property
12. ADJOURNMENT





COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator *JG*
Alicia Holland, Chief Financial Officer *AH*

FROM: Rob McFee, PE, Director of Facilities and Construction Engineering *JRM/Fee*

SUBJ: **Local Accommodations Tax Funding Request for the Beaufort County Spanish Moss Trail Phase 2**

DATE: February 4, 2015

BACKGROUND. Beaufort County received a Federal (Green Corridor) grant administered by SCDOT for the design and construction of Spanish Moss Trail – Phase 2 in the maximum amount of \$1,043,520.00. It is the purpose of this project to rehabilitate the old railroad line into a pedestrian walking trail. Phase 2 is approximately 1.75 miles in length and is that section between Depot Road to Broad River Boulevard. The project work consists of clearing, grubbing, and grading the existing railroad bed to receive a 12-foot wide concrete walkway. The old railroad trestle over the Battery Creek will receive structural rehabilitation and be repurposed for the use of pedestrians and safe crossing of 10 ton vehicles. The new crossing also provides dedicated public use space for fishing. The trail, where it crosses SC170 will include a dedicated signalized crossing point and lighting. ADA compliant pedestrian crosswalks will be provided at all crossings. A number of designated rest points will be included throughout the length of the trail and the trailside areas will be grassed, mulched, and landscaped and signage for crossings and trail specific information will be installed as part of the project.

The cost projection total for the Spanish Moss Trail Phase 2 is \$2,091,826.15 to include design, construction, CEI/testing, and \$100,000 contingency for the project. The balance of the Beaufort County project funding is \$1,078,306.60 (including expenditures for design, permits, and bidding costs). The County's grant match is being funded from Local Accommodations Tax (LAT) based on Council's previous award approval of the design contract at \$271,579 from LAT. In order to move the project forward, staff is requesting the balance of County funding required to complete the project, less the amount previously approved for the design contract. The remaining budget amount requiring approval is \$806,727.15 from LAT with a current available balance of \$2,378,139. The expenditure account for the rail trail is Acct #48060011-54435.

FOR ACTION. Public Facilities Committee Meeting on February 16, 2015.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council approval of the budget allocation for the Spanish Moss Trail Phase 2 in the amount of \$806,727.15 from Local Accommodations Tax.

JRM/DS/mjh

Attachments: 1) Location Map 2) 4/22/13 County Council Minutes

ENGINEERING DESIGN SERVICES FOR SPANISH MOSS TRAIL PHASE 2

It was moved by Mr. Dawson, as Public Facilities Committee Chairman (no second required), that Council award a contract to Andrews & Burgess, Inc. in the amount of \$271,579 for the engineering and design services for the Spanish Moss Trail Phase II. Funding is from local 3% accommodations tax/tourism infrastructure. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. Caporale. The motion passed.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

102 Industrial Village Road, Bldg 3 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director
dthomas@beaufortsc.gov 843.255.2353
Richard Dimoni, Contract Specialist
rdimoni@beaufortsc.gov
843.255.2352 FAX: 843.255.9437

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director *gdt*

SUBJ: RFP# 1311490100217 Engineering Design Services for Spanish Moss Trail-Phase II

DATE: April 10, 2013

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) to firms capable of providing engineering and design services for the Spanish Trail Phase II Project, a 2.1 mile segment of the multi-use Spanish Moss Trail extending from Depot Road to Parris Island Gateway (US-21). The project will consist of a 12' wide concrete trail along the existing abandoned rail bed, and the retrofit of the existing concrete trestle bridge (Faleys Trestle) over Battery Creek. The evaluation committee consisted of the following five (5) members: Don Smith, Beaufort County Construction Manager; Colin Kinton, Beaufort County Traffic Engineer; Robert Merchant, Beaufort County Planner; Joe Devito, Operations Director, Beaufort Jasper Water and Sewer Authority; and Eliza Hill, Planner, City of Beaufort. The evaluation committee interviewed the top three firms and selected Andrews and Burgess as the number one ranked firm.

The RFP evaluation process differs from a typical construction bid, in that the qualified firms are providing professional services and are selected based upon set evaluation criteria and qualifications, not project cost. After a firm is selected, a not-to-exceed price is negotiated with the number one ranked firm. During negotiations, project budget and value added engineering concepts are considered and discussed with the firm's design team. County staff met with the Andrews and Burgess and negotiated a final contract price not-to-exceed of \$271,579.

FINAL EVALUATION RANKING:

- 1 Andrews and Burgess, Beaufort, SC
- 2 Ward Edwards, Bluffton, SC
- 3 Thomas & Hutton, Savannah, GA
- 4 Hussey, Gay, Bell & DeYoung, Savannah, GA
- 5 LowCountry Engineering Consultants, Beaufort, SC
- 6 The LandPlan Group South, Inc. Mount Pleasant, SC
- 7 SGA Architecture, North Charleston, SC
- 8 H & K Engineering Group, Savannah, GA

FUNDING: Account 48060011-54435 Rail Trail Construction. This project is contingent on the contract approval by SCDOT due to federal funding requirements. No funds will be expended until final approval by SCDOT.

FOR ACTION: Public Facilities Committee meeting occurring on April 15, 2013.



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator *JGruber*
Alicia Holland, Chief Financial Officer *AH*
Monica Spells, Administrator for Civic Engagement *Spells*
Dave Thomas, Purchasing Director *DT*

FROM: Rob McFee, PE, Director of Facilities & Construction Engineering *JRM McFee*

SUBJ: Beaufort County Spanish Moss Trail – Phase 2 # 012715E

DATE: February 4, 2015

BACKGROUND. Beaufort County issued an Invitation to Bid for construction of the Spanish Moss Trail – Phase 2. This Phase 2 constructs the portion of the trail between Depot Road and Broad River Boulevard. Construction includes drainage, grading, a concrete pathway, amenities, Battery Creek trestle repair and repurposing, signage, and pedestrian crossing signal at SC 170.

The following firms responded and provided a bid for the project on 1/27/15.

Bidder	ADDRESS	AMOUNT
JS Construction Services, Inc.	PO Box 1497, Bluffton, SC	\$ 1,417,844.85
Lewallen Construction Co., Inc.	151 Bells Ferry Lane, Marietta, GA	\$ 1,558,620.95
IPW Construction Group, LLC.	7623 Dorchester Road, N. Charleston SC	\$ 2,174,064.10
Engineers Estimate		\$1,575,246.60

JS Construction Services, Inc., submitted the lowest bid but did not meet the DBE goal of 15%. A good faith review of their DBE effort was performed and irregularities in their DBE committal information was cause to reject their bid. Lewallen Construction was the certified low bidder with a responsive bid and good faith DBE efforts. Their bid will be reviewed and a contract award concurrence will be given by SCDOT and the FHWA prior to finalizing a contact award by Beaufort County. The SCDOT and FHWA review is being conducted in parallel with the County review and award process.

SMB OUTREACH PLAN. The Beaufort County Small & Minority Business Participation solicitation will not apply to this contract due to sources of funding.

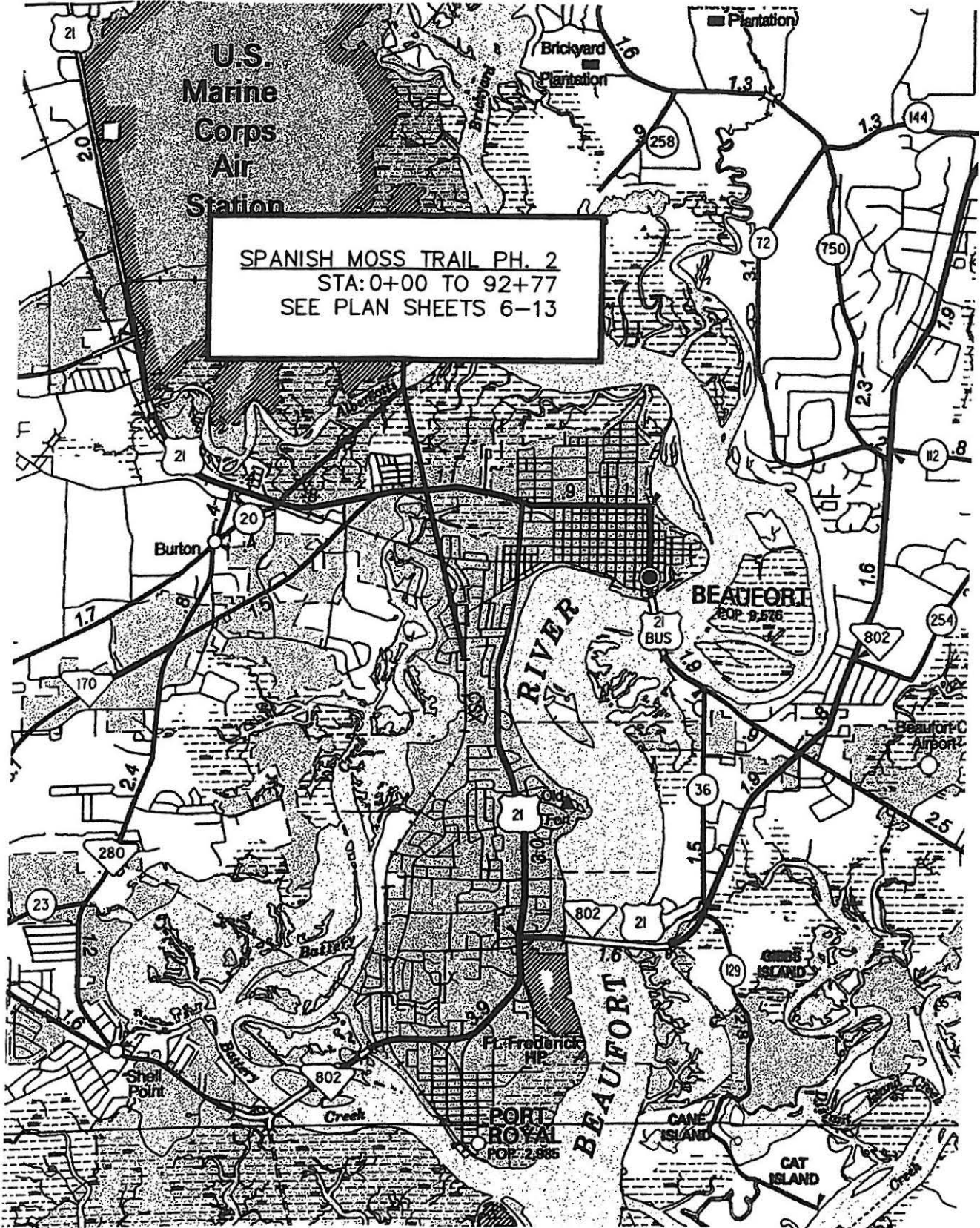
FUNDING. The project funding is \$1,078,306.60 from Local Accommodation Tax and \$1,043,520.00 grant from the FWHA grant match administrated by SCDOT. The Rail Trail Expenditure Account is #48060011-54435.

FOR ACTION: Public Facilities Committee Meeting on February 16, 2015.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council approval of a contract award to Lewallen Construction Company, Inc., for construction of the Spanish Moss Trail – Phase 2 in the amount of \$1,558,620.95. Council award is contingent on approval by SCDOT and the Federal Highway Administration. Funding source is Local Accommodations Tax and FWHA grant match administrated by SCDOT.

Attachments: 1) Location Map 2) 2/5/15 Andrews & Burgess Bid Review 3) DBE Documents

LOCATION MAP



February 5, 2015

Mr. Robert McFee
Beaufort County Engineering Division
P.O. Drawer 1228
Beaufort, SC 29901-1228

RE: PROJECT # 134200 Spanish Moss Trail, Ph. II Bid Evaluation II

Dear Mr. McFee:

In accordance with FHWA guidelines for project advertisement, bid review, and request for concurrence in award, we have prepared the certified bid tabulation and provided the below bid analysis. The guidelines identify the following four primary factors when analyzing the bid:

- Is the bidder considered responsible?
- How do the bids compare to the engineer's estimate?
- Is the bid considered responsive?
- Was there adequate competition?

The review of the bids addresses the above questions along with additional considerations outlined in the "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation" document provided by the FHWA.

The following is a brief overview of the submitted bids and engineer's cost estimate:

Company	Site Work	Signage	Trestle & Culvert	Signal	Total	% of Est.
Engineer's Estimate	\$ 766,787.50	\$ 51,119.10	\$ 626,338.50	\$ 131,001.50	\$ 1,575,246.60	-
JS Construction	\$ 738,071.80	\$ 45,719.70	\$ 567,078.00	\$ 66,974.75	\$ 1,417,844.25	90%
Lewallen Construction	\$ 844,045.55	\$ 56,985.15	\$ 571,916.35	\$ 85,673.90	\$ 1,558,620.95	99%
IPW Construction Group	\$ 928,423.51	\$ 96,608.94	\$ 997,505.25	\$ 151,526.40	\$ 2,174,064.10	138%

Is the bidder(s) considered responsible?

A certified bid tabulation was performed for the three received bids along with a previous performance review of each company. All bidders appear to be organized and financially equipped to undertake and complete the project. All have completed similar type projects in this region.

How do the bids compare to the engineer's estimate?

The revised engineer's cost estimate was prepared and submitted to the SCDOT at the 100% submittal of the updated PS&E package. The estimate was based on using local, historical data for linear type projects. JS Construction and Lewallen Construction bids came in below the engineer's cost estimate by -10% and -1% respectively, both within the allowable tolerance recommended in the FHWA guidelines; the IPW bid was 38% above the engineer's estimate.

Is the bid responsive?

All required paperwork, forms, and tabulations appear to be properly filled out by each of the bidders. A few minor variations occurred between unit price cost and total cost on the Lewallen bid tab that are corrected on the attached tabulation comparison.

DBE reviews and determinations were conducted in accordance with the DBE Supplemental Specifications, Part A. "Instructions to Bidders – Pre-Award Requirements." A DBE goal of 15% was recommended by the SCDOT for the project. JS Construction indicated 8% of their overall contract would be performed by DBE subcontractors. Lewallen Construction indicated 10.42% of their overall contract would be performed by DBE subcontractors. IPW are listed as a DBE according to the Unified Certification Program DBE Directory.

The two low-bid contractors within the tolerable limits of the engineer's estimate were unable to meet the 15% goal set forth by the SCDOT, and instead requested the County perform a good faith effort review. Beaufort County performed a check of all listed DBEs and determined that one of the subcontractors listed with JS Construction are not listed in the DBE directory. The signed quotes and paperwork for the remaining DBE subcontractors listed on their committal sheet was not received by the County within the allowed deadline. The County determined the JS Construction bid was irregular and therefore rejected. All DBE committals provided by Lewallen Construction are approved and after a good faith effort review was performed it was determined that the Lewallen Construction bid was deemed responsive. Although the initial goal of 15% was not achieved at bid, Lewallen Construction has nearly 11% of DBE commitment and is willing to continue looking for opportunities to incorporate additional DBE work into the project.

Was there adequate competition?

Although there were multiple plan holders, it appeared the majority were ineligible to submit a bid based on the 50% self-performance requirement. Due to the complexity of the project, we feel that three submitted bids provide adequate competition for this project.

Beaufort County's DBE review has determined the apparent low bidder, JS Construction, submitted an irregular bid, therefore eliminating them from the selection process. Lewallen Construction, the second lowest bidder, provided a responsive bid and will continue to look for DBE opportunities. It is recommended that SCDOT approve and award the Spanish Moss Trail Phase II contract to Lewallen Construction Co., Inc.

If you have any questions or concerns regarding our bid evaluation, please contact our office at 843-379-2222.

Sincerely,



Andrew Klosterman, P.E.

Hickman, Maggie

Subject: FW: Spanish Moss Trail Phase 2 DBE Bid Submittals

From: Spells, Monica
Sent: Wednesday, February 04, 2015 12:43 PM
To: Smith, Don
Cc: Hickman, Maggie; McFee, Robert
Subject: RE: Spanish Moss Trail Phase 2 DBE Bid Submittals

Thanks, Don.

I concur that Lewallen Construction Co., Inc. is the most responsive of the three contractors regarding DBE commitment and has documented adequate good faith efforts.

Monica

From: Smith, Don
Sent: Wednesday, February 04, 2015 10:06 AM
To: Spells, Monica
Cc: Hickman, Maggie; McFee, Robert
Subject: Spanish Moss Trail Phase 2 DBE Bid Submittals

Monica,

I wanted to check and see if you had looked at the bids for the Spanish Moss Trail Phase 2 project?

Rob and I have gone over the two bids and had the following observations:

- 1) JS Construction Services – This bidder incorrectly listed a non-DBE firm, and failed to provide the signed quote for Middle Georgia Signs as required by the bid documents. These issues cause their bid to be considered irregular and rejected in accordance with SCDOT Specifications.
- 2) Lewallen Construction Co. Inc – This bidder correctly listed four firms on their DBE Committal Sheet and provided signed quotes as also required. The project DEB goal is 15% , with this bidder showing good faith efforts but achieving 10.93 % DBE participation.

If you concur, we would recommend to SCDOT a contract award for this project to Lewallen Construction Co.

Thank you for your input.

Don

Don Smith - Construction Manager
Beaufort County Engineering Division
Phone (843) 255-2700
Fax (843) 255-9420

May 22, 1997

S. C. File Number

DISADVANTAGED BUSINESS ENTERPRISES
(DBE) COMMITMENT SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

1 Name & Address of DBE's (Subcontractor or Supplier)	2 Percent	3 Description of Work and Approximate Quantity 6 (show percent when appropriate)				5 Dollar Value
		Item	Qty.	Unit	4 Unit Price	
1.) German Technical Group PO Box 2453 Mt. Pleasant, SC 29465	6.44%	Traffic Light & Signage	1	LOT	100,425.6	\$ 100,425.60
2.) Leon's Fence & Guardrail PO Box 716 Lobeco, SC 29931	0.77%	Fence	1	LOT	12,000	\$ 12,000.00
3.) Perry's Painting & Thermo 98 Destiny Court Walterboro, SC 29488	0.40%	Striping & Thermoplastic	1	LOT	6,300	\$ 6,300.00
4.) Triad Supply & Services PO Box 1588 Pembroke, GA 31321	2.81%	Silt Fence & Grassing	1	LOT	43,855	\$ 43,855.00

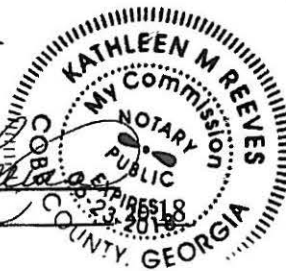
- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent - show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price - show unit price quoted by DBE.
- 5 Dollar Value - extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. (See *Instructions to Bidders - Federal Projects*).

SWORN to before me 26th
day of January, 2015

LEWALLEN CONSTRUCTION CO., INC.

Notary Public
(Seal) By: Kathleen M. Reeves
My commission expires June 23



Company
[Signature]
Title: President

May 22, 1997

S. C. File Number

**DISADVANTAGED BUSINESS ENTERPRISES
(DBE) COMMITTAL SHEET**

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

1 Name & Address of DBE's (Subcontractor or Supplier)	2 Percent	3 Description of Work and Approximate Quantity 6 (show percent when appropriate)				5 Dollar Value
		Item	Qty.	Unit	4 Unit Price	
NO OSMBEA, NO SDBE SBE, WBE, & MBE TOBIN CONSTRUCTION HHT, SC 29928 NOT DBE (?)		B152007 B153000	520 5130	BF LF	9.00 2.25	4680- 11542.50 16222.50
✓ DBE GERMAN TECHNICAL GROUP MT. PLEASANT SC 1-843-225-2934	6.91	NUMEROUS - ALL SIGNAL WORK				97,925-
✓ DBE MIDDLE GEORGIA SIGNS COCHAM, GA. 31014 1-428-934-1094 NO SIGNED QUOTE PROVIDED W/ I REQUIRED TIME	0.0015 .075	6531210 - FLAT SHEET	SIGNS		APPROX.	2,100-

- The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- Percent - show percent of total contract amount committed to each DBE listed.
- All information requested must be included unless item is listed in proposal on a lump sum basis.
- Unit Price - show unit price quoted by DBE.
- Dollar Value - extended amount based on Quantity and Unit Price.
- Applies to lump sum items only.

$97,925$
 $2,100$

 $100,025$
 $1,417,844.85$
 0.075472

This form may be reproduced or additional sheets added in order to provide all requested information. (See Instructions to Bidders - Federal Projects).

SWORN to before me 27th
day of January, 2015

Notary Public
(Seal) By: *[Signature]*
My commission expires MY COMMISSION EXPIRES DEC. 15, 2015

JS Construction Services, Inc.
 Company
[Signature]
 Title: PRESIDENT



**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX



**BEAUFORT
COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX



**BEAUFORT
COUNTY GOVERNMENT**

ROBERT SMALLS COMPLEX



**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX

**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS
COMPLEX

**BEAUFORT
COUNTY GOVERNMENT**

ROBERT SMALLS
COMPLEX

**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX

**BEAUFORT
COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX



**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX



**BEAUFORT
COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX



**BEAUFORT
COUNTY GOVERNMENT
ROBERT SMALLS COMPLEX**



**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX

**BEAUFORT COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX

**BEAUFORT
COUNTY GOVERNMENT**

**ROBERT SMALLS
COMPLEX**

**BEAUFORT COUNTY
GOVERNMENT**

**ROBERT SMALLS
COMPLEX**

**BEAUFORT
COUNTY
GOVERNMENT**

ROBERT SMALLS COMPLEX



CITY OF BEAUFORT SIGN APPLICATION



Please TYPE or PRINT legibly & fill out application COMPLETELY

Date Submitted: _____

Application No: _____

Total Cost of Project: _____

Application Fee: _____

Business Name: Beaufort County Council

Physical Address: 102 Ribaut Road, Beaufort, SC

Applicant Name: Mark Roseneau Email: markr@bcgov.net

Address: 120 Shanklin Road, Beaufort, SC 29906

Phone/Fax Number: 843-255-2748

Shopping Center or Office Complex Name: _____
(if applicable)

Property Owner: Beaufort County

Mailing Address: PO Drawer 1228, Beaufort, SC 29901

Sign Contractor Name: TBD City Business License No.: _____

Phone/Fax: _____

Address: _____

E-mail Address: _____

Property Owner's Signature (for sign approval) _____

Date _____

Applicant's Signature _____

Date _____

Dept. of Planning and Developmental Services
1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7040 Fax: (843) 986-5606
e-mail: mmcteer@cityofbeaufort.org
website: www.cityofbeaufort.org

APPROVED BY:

PURSUANT TO SECTION 6-29-1145 OF THE SOUTH CAROLINA CODE OF LAWS, IS THIS TRACT OR PARCEL RESTRICTED BY ANY RECORDED COVENANT THAT IS CONTRARY TO, CONFLICTS WITH, OR PROHIBITS THE ACTIVITY DESCRIBED IN THIS APPLICATION? ____ YES ____ NO

SPECIAL SIGNS:

1st Sign / 2nd Sign

- | <u>Qty.</u> | | <u>Size:</u> | <u>Height:</u> | <u>_____ / _____</u> |
|------------------------------|--|--------------|----------------|----------------------|
| <input type="checkbox"/> () | Directional Sign.....
<i>(Max. size = 2.5 ft. high and 2 sq. ft. per side)</i> | _____ | _____ | _____ / _____ |
| <input type="checkbox"/> () | Directory Sign..... | _____ | _____ | _____ / _____ |
| <input type="checkbox"/> () | Menu Board..... | _____ | _____ | _____ / _____ |
| <input type="checkbox"/> () | A-Frame Sign/.....
Sandwich Board
<i>(Max. size = 3.5 ft. high & 8 sq. ft./side ; Historic District = 3.5 ft. high & 6 sq. ft./side)</i> | _____ | _____ | _____ / _____ |
| <input type="checkbox"/> () | Easel.....
<i>(Max. size =6 ft. high and sign board 3.5 sq. ft)</i> | _____ | _____ | _____ / _____ |
| <input type="checkbox"/> () | Pedestal.....
<i>(Max. size =6 ft. high and sign board 3.5 sq. ft)</i> | _____ | _____ | _____ / _____ |

Illuminated () Yes () No If yes, Internally Externally

Background color: _____ (opaque background is MANDATORY)

Distance from right-of-way (ROW/Property Line) _____ ft.

OTHER SIGNS:

1st Sign / 2nd Sign

- | <u>Qty.</u> | | <u>Size:</u> | <u>Height:</u> | <u>_____ / _____</u> |
|------------------------------|----------------|--------------|----------------|----------------------|
| <input type="checkbox"/> () | Temporary..... | _____ | _____ | _____ / _____ |

APPLICATION REQUIREMENTS:

- Two (2) copies of the **complete** sign application packet including drawing of sign (be sure to show all dimensions, including lettering size and pole or arm to be mounted on, if applicable). Specify materials. (One set will be returned to applicant w/permit)
- Color chips of all colors to be used on sign.
- Building elevations or color photograph showing building and location where sign is to be placed (for attached signs)
- Site plan (to scale) with location of all signs in relation to building, existing signs, and property lines.
- It is suggested that the sign is properly designed for dead load and wind pressure in any direction as required by the International Code **if the sign is over 15 square feet in area.**
- A Signed Electrician's Affidavit is required if sign is to be illuminated. On **ALL** illuminated signs the background is required to be **opaque.**

NOTE: All contractors are required to possess a City of Beaufort Business License (This includes Sign Contractor and Electrician).

CATEGORY: (Please indicate all signs to be located on property)

MASTER SIGN PLAN: (Please list sign information below)

FREESTANDING SIGNS:

Linear Frontage of Property: _____

<u>Qty.</u>			<u>1st Sign / 2nd Sign</u>
<input type="checkbox"/> ()	Pole/post.....	Height: _____ / _____ Total square footage per side of each sign face: _____ / _____	
<input checked="" type="checkbox"/> (2)	Monument.....	Height: _____ / _____ Total square footage per side of base: <u>35</u> / <u>35</u>	
<input type="checkbox"/> ()	Reader Board.....	Total square footage of reader board per side: <u>14.5</u> / <u>14.5</u> Total number of lines: _____ / _____ Height of letters (in inches): _____ / _____	
<input type="checkbox"/>	Illuminated (X) Yes () No	If yes, <input type="checkbox"/> Internally <input checked="" type="checkbox"/> Externally	
	Background color: _____ (opaque background is MANDATORY)		
<input type="checkbox"/>	Distance from right-of-way (ROW/Property Line) _____ ft.		
<input checked="" type="checkbox"/>	Landscaping requirement: <i>One sq. ft. of landscaping per square footage of sign is required at base of all freestanding signs.</i>		

ATTACHED SIGNS:

<u>Qty.</u>			<u>1st Sign / 2nd Sign</u>
<input type="checkbox"/> ()	Wall.....	Linear Frontage of building or tenant space: _____ Provide list noting size of each wall sign: _____ / _____	
<input type="checkbox"/> ()	Projecting.....	Total square footage per side: _____ / _____ Height: _____ / _____	
<input type="checkbox"/> ()	Suspended.....	Total square footage per side: _____ / _____ Height: _____ / _____	
<input type="checkbox"/> ()	Awning	Fill out a Miscellaneous Permit Application – Submit along with a diagram/picture showing location, color of awning(s) and Engineered dwgs. showing how it's attached, etc. If awning includes signage please provide dimensions.	
<input type="checkbox"/> ()	Permanent Window Sign	Provide diagram showing location (list square footage)	
<input type="checkbox"/>	Illuminated () Yes () No	If yes, <input type="checkbox"/> Internally <input type="checkbox"/> Externally <input type="checkbox"/> Neon	
	Background color: _____ (opaque background is MANDATORY)		

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR
THE FEDERAL COURTHOUSE**

WHEREAS, Beaufort County owns and operates the Federal Courthouse located at 1501 Bay Street, Beaufort, South Carolina; and

WHEREAS, on October 8, 2014 Beaufort County solicited for Requests for Proposals (“RFP”) (RFP/#100814) for the potential future use of the Federal Courthouse; and

WHEREAS; the Santa Elena Foundation Project Foundation, duly submitted a response to the RFP requesting use of the building as a historical interpretive center and archaeological laboratory; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to lease the Federal Courthouse upon such terms and conditions as provided in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Santa Elena Foundation for the use of the Federal Courthouse.

Adopted this ____ day of _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: January 26, 2015

Second Reading: February 9, 2015

Public Hearing:

Third and Final Reading:

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF BEAUFORT)	
)	
COUNTY OF BEAUFORT,)	
)	REAL ESTATE TRIPLE NET LEASE
Landlord,)	1501 BAY STREET
)	BEAUFORT, SOUTH CAROLINA 29902
and)	
)	
SANTA ELENA PROJECT FOUNDATION,)	
)	
Tenant.)	

This LEASE AGREEMENT ("Lease") is made as of the _____ day of _____, 2015 between COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, having its address at P.O. Box 1005, Beaufort, South Carolina 29901.

ARTICLE 1
DESCRIPTION OF DEMISED PREMISES

1.1 Landlord hereby leases and lets to the Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the entire building having an address at 1501 Bay Street, Beaufort, South Carolina 29902, consisting of approximately _____ total square feet (the "Demised Premises"), together with the exclusive right to park on the land and access across the land described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Land").

1.2 Continued occupancy of the Demised Premises shall be deemed Tenant's acceptance of the Demised Premises in "as is" condition.

ARTICLE 2
TERM

2.1 The initial term of this Lease shall be for a period of three (3) years beginning on July 1, 2015, the "Commencement Date" and, unless terminated or extended, shall end on three (3) years following the "Commencement Date"; provided, however, that if there is no continuing event of default hereunder by Tenant, that Landlord and Tenant may mutually agree to renew and extend this agreement for such additional periods as may be agreed to by the Parties.

2.2 Notwithstanding the proceeding, no sublessee or assignee of Tenant shall have the right to exercise any renewal option as provided herein. In the event Tenant exercises its right to extend the Lease term as specified above, the terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 3
RENT

3.1. The Tenant's obligation to pay rent due hereunder shall commence on the Commencement Date. Base Rent payments shall be made monthly on the first of each month in advance, without demand, deduction or offset. In the event the Commencement Date is other than the first of the month, the rent payment for the fractional calendar month at the beginning or end of the Lease term shall be prorated.

3.2 The monthly Base Rent for the Term shall be one and 00/100 Dollar (\$1.00). During the term of the Lease, the monthly Base Rent may be adjusted by Landlord as it deems prudent and appropriate provided that Landlord shall provide Tenant with written notice no less than one hundred-twenty (120) days in advance of any such Base Rent adjustment. However, the parties shall attempt in good faith to negotiate any such increase in Base Rent prior to its implementation.

3.3 Tenant shall pay all the real property taxes, assessments, stormwater fees and governmental charges of any kind or nature levied against the Demised Premises and the Land by any municipality, county or government agency (the "Taxes") that accrue on the Demised Premises and the Land. Such payment may be made by tenant directly to the Beaufort County Tax Collector. Real property taxes shall be prorated on a calendar year basis for any partial year of occupancy or ownership based upon the Commencement Date in the event that the Lease terminates or the Tenant purchases the building from Landlord. In the event the Tenant fails to pay the Taxes within thirty (30) days after a Tax Bill is issued, Landlord may elect to pay Taxes on Tenants behalf in which event the amount of such Taxes shall be owed by the Tenant to Landlord and shall be due upon demand.

3.4 Tenant shall be responsible for paying all personal property taxes accrued on any personal property owned by the Tenant.

3.5 Tenant shall procure general liability, fire and extended coverage insurance on the Demised Premises and Land and shall name Landlord as primary insured on the fire and extended coverage insurance. The requirements for coverage are more fully set forth in Section 11.1 of this Lease.

3.6 Tenant shall be responsible for all of the reasonable costs and expenses of the operation, repair and maintenance of the Demised Premises and the Land, its interior and exterior areas, including driveways and parking areas, reasonable costs of lawn maintenance, light maintenance, snow removal, cleaning of the exterior and interior of the Demised Premises, maintenance of all Demised Premises systems, including plumbing, mechanical, electrical and HVAC, and lighting, and all other operation, repair and maintenance not specifically referenced herein as the obligation of Landlord.

3.7 Tenant shall pay all charges for utility costs for the Demised Premises, including, but not limited to water, sewer, electricity, gas, telephone, storm sewer, cable and any other utility not supplied to the Demised Premises. Tenant shall be responsible for its own janitorial services and trash removal.

3.8 Tenant shall pay all charges, costs and fees associated with the lease of the parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 4
PURCHASE OPTION

4.1 Tenant shall have the right to purchase from Landlord, and Landlord shall have the obligation to sell Tenant (the "Option"), the real property consisting of all that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina, together with all improvements consisting of the Demised Premises on such terms as may be more fully stated herein.

4.2 In the event that the Tenant exercises its Option to purchase the above described Property, the Landlord shall sell to Tenant and Tenant shall buy from Landlord the Property for a purchase price of Three Million, Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Purchase Price").

4.3 In the event that the Tenant exercises its Option under this Lease, Tenant hereby agrees to accept the purchase of the Demised Premises in an "as-is" condition with no warranty as to the condition of the Demised Premises, either express or implied.

4.4 The Option shall remain open and in effect from the commencement date of the Lease until such time as Landlord may notify Tenant in writing that the Option has been rescinded. The Tenant may exercise its option at any time during this period by providing written notice to the Landlord, either by regular U.S. Mail, facsimile, or electronic means, of its intent to acquire the Property under the terms expressed herein and as may be more fully developed in any subsequent purchase agreement.

4.5 If the Tenant timely exercises its Option, the parties shall enter into a purchase and sale agreement and the transaction contemplated by this Agreement shall be closed on or before thirty (30) days after the exercise of the Option, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Landlord shall deliver to Tenant at closing a limited warranty deed for the Property, together with a bill of sale for any and all personal property appurtenant to the Property as well as affidavit attesting to the absence of any liens, boundary line disputes, or proceedings involving Landlord which may affect title to the Property.

4.6 As a condition of the purchase and sale agreement, Landlord agrees to assign and Tenant agrees to accept, all of the rights, responsibilities, and conditions under the certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 5
REPAIR AND MAINTENANCE

5.1 Landlord may, but shall not be required to, maintain, repair and replace the roof, downspouts, gutters, foundations, exterior walls, structural or load-bearing walls of the Demised Premises and utility lines located outside the Demised Premises. However, Landlord shall take such actions as may be necessary so as to ensure that the exhibits and other contents that may be placed inside the Demised Premises shall not be harmed on the account of maintenance or repairs. Notwithstanding the preceding, Tenant shall repair, replace and pay for damage to the foregoing caused by the negligence of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Maintenance by Landlord of the exterior walls does not include windows, glass or plate

glass, doors or special entries, or other such items, which shall be maintained by Tenant. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord may, after having a reasonable opportunity to repair same, cure such defect.

5.2 Tenant shall be responsible for all maintenance and repair of the Demised Premises, except as specifically set forth in the preceding paragraph except as caused by any casualty covered by insurance on the Demised Premises. If Tenant fails to perform its repair and maintenance obligations, Landlord shall have the right to enter the Demised Premises to perform the obligations of Tenant and shall be entitled to reimbursement from Tenant of Landlord's actual costs in performing such obligations. Tenant shall reimburse such costs, as additional rent, upon demand.

ARTICLE 6 USE

6.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. However, it is understood that it is the intention of the Tenant to install a series of exhibits and other associated improvements which shall convey information pertaining to the establishment of the Santa Elena settlement by Spanish explorers. Tenant shall at its own cost and expense, obtain the licenses and permits necessary for its use of the Demised Premises and shall comply with all laws, ordinances and regulations relating to the use of the Demised Premises. Tenant shall not receive, store, use or otherwise handle any product, material or merchandise which is explosive, flammable, combustible, corrosive, caustic or poisonous, other than items typically used in office machinery or for office cleaning purposes. Tenant will not use the Demised Premises for any purpose which would render insurance thereon void or the insurance risks more hazardous.

6.2 Landlord and its agent or representatives shall have the right to enter and inspect the Demised Premises: (1) at any time during business hours for the purpose of ascertaining the condition of the Demised Premises, or (2) in order to make repairs as may be permitted to be made by Landlord under this Lease, or (3) in the last six (6) months of the Lease term or any renewal term, to show the Demised Premises to any prospective purchaser or lender. Except in case of emergency or default, Landlord shall give Tenant reasonable notice of any entry and shall make all entry with minimal interference with Tenant's occupancy and use of the Demised Premises. In the event of an emergency, Landlord will provide notice to Tenant of the entry as soon as reasonably possible thereafter.

ARTICLE 7 ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not sublet the Demised Premises or assign this lease without the prior written consent of Landlord. Landlord may withhold its consent for matters relating to the proposed use of the Demised Premises by the new tenant, its creditworthiness, willingness of the proposed new tenant to provide appropriate security deposits or guaranty in order to establish security for the tenant's obligation (such matters having been waived for Tenant), or for any other reason deemed appropriate by Landlord in considering whether Tenant shall have the right to assign or sublease the Demised Premises.

7.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by an assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by the Tenant.

ARTICLE 8
LANDLORD'S REPRESENTATION AND WARRANTIES

8.1 Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Property and Demised Premises and that title is marketable and, to Landlord's knowledge, title is not subject to any defects or encumbrances which would prohibit the intended use of purchase Option of the Demised Premises as contemplated by this Lease; Landlord has full right, power and authority to execute and deliver this Lease and purchase Option and to grant to Tenant the exclusive use and possession of the Demised Premises.

(b) Landlord has received no notice that the Property or the Demised Premises, or any portion thereof, is being condemned or taken by eminent domain or that such proceedings are contemplated by any lawful authority;

(c) There is available to the Demised Premises public water, gravity fed sanitary sewer, storm sewer, electricity and telephone service; and

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by anyone claiming under Landlord.

ARTICLE 9
TENANT'S COVENANTS

9.1 Tenant covenants and agrees that it shall:

(a) Pay rent when due, provided that should Tenant fail to pay Rent upon its due date, Landlord shall give Tenant notice in writing to pay same and Tenant shall have fifteen (15) days after receipt of such notice to pay the Rent before Tenant shall be in default;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease with normal wear and tear excepted. Tenant shall not be obligated to make any repairs arising out of or in any way caused by (1) settling of the building in which the Demised Premises are located, or (2) defects in the Demised Premises as a result of the initial construction, including labor, workmanship, materials, fixtures or equipment, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises and all other provisions contained within this Lease Agreement; and

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises.

ARTICLE 10
ARCHITECTURAL BARRIERS

10.1 Landlord represents that, to its actual knowledge, the Property and Demised Premises comply with all applicable state and federal laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Property and Demised Premises, or any part thereof by aged, disabled or physically handicapped persons.

ARTICLE 11
ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1 Tenant may, with prior written consent of the Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Alterations") at its sole cost and expense. Each such Alteration shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations.

11.2 Tenant agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or contained within the Demised Premises that is not utilized by Tenant shall be properly stored and cared for during Tenant's possession of the property. Such items shall not become the property of Tenant or a part of the realty no matter how affixed to the Demised Premises and shall be returned to their prior location and condition within the Demised Premises upon the expiration of this Lease Agreement.

ARTICLE 12
FIRE AND CASUALTY DAMAGE

12.1 Tenant agrees to acquire fire and hazard insurance coverage for the building in which the Demised Premises are located in such amounts as may be necessary to fully insure the Demised Premises, which at no time shall be less than the amount indicated as the purchase option price identified in Article 4 above. The policy shall name Landlord as the primary insured. The policy may be a part of a master policy obtained by Tenant, but must provide that all casualty losses are paid to Landlord. Tenant shall provide to Landlord within five (5) days after the execution of this Lease a copy of the policy referenced herein.

12.2 If the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph 12.1 above, Tenant shall give immediate written notice thereof to Landlord.

12.3 If the Demised Premises should be totally destroyed or if damaged or destroyed in the final year of the Lease term, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such Damage, this Lease may be terminated by Landlord or Tenant, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of occurrence of such damage. Notice of intent to terminate must be delivered within twenty (20) days after Landlord gives Tenant written notice of its estimate of repair time. Landlord shall provide notice of estimated repair time within thirty (30) days after notice of the damage.

12.4 If the Demised Premises should be damaged but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, and if such damage is not in the last year of the Lease term, this Lease shall not terminate, and Landlord shall, at its sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Demised Premises to substantially the same condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair, or replace any part of the additions or improvements which may have been placed in, on or about the Demised Premises by Tenant. If the Demised Premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be reduced or abated entirely to such extent as may be fair and reasonable under all of the circumstances. If any damage shall be caused by the Landlord, then the Landlord shall be responsible for repairs of such damage.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Demised Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have no obligation to repair or restore the Demised Premises and, upon written notice thereof delivered to Tenant, may terminate this Lease.

12.6 Landlord hereby waives and releases all rights of recovery which it might otherwise have against Tenant, its agents and employees, for loss or damage to Landlord's property under the provisions of this Lease to the extent the same are recoverable by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its agents or employees. Policies required to be maintained by Landlord, or on Landlord's behalf hereunder, shall contain waivers of subrogation by the insurers against Tenant and endorsements authorizing Landlord and Tenant to execute mutual releases as between themselves. Tenant hereby waives and releases all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to the Tenant's contents furniture, furnishings, fixtures or other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees. Policies required to be maintained by Tenant hereunder shall contain waivers of subrogation by the insurers against Landlord and endorsements authorizing Tenant and Landlord to execute mutual releases as between themselves.

12.7 The obligation of the Landlord in this Section 12 to repair and restore the Demised Premises and the building as herein provided, does not include an obligation of the Landlord to repair trade fixtures, equipment, or personal property of Tenant, which Tenant shall insure for its benefit.

12.8 The period of time within which repair and restoration of the Demised Premises must be completed shall be extended due to delays occasioned by force majeure. In the event of any termination pursuant to this Section 12, any rent paid for the period beyond the date of damage shall be returned to Tenant and the parties shall have no further rights or obligations hereunder.

ARTICLE 13
INSURANCE

13.1 The Tenant shall be responsible for obtaining and maintaining its own insurance coverage protecting it from loss, damage or injury by whatever means with respect to all furniture, fixtures, machinery, equipment, stock in trade, and all other items used or maintained by the Tenant in, on or about the Demised Premises.

13.2 At all times during the term of this Lease, Tenant shall keep in full force and effect a commercial general liability policy insuring against bodily injury, including death, or damage to tangible property in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) per person arising from a single occurrence or Six Hundred Thousand and No/100 Dollars (\$600,000.00) total sum per occurrence. Tenant shall furnish to Landlord a certificate of insurance evidencing coverage as set forth in this Section 13.2.

ARTICLE 14
CONDEMNATION

14.1 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Demised Property shall occur.

14.2 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would not prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced in an amount that shall be reasonable under all the circumstances, effective when the physical taking of the Demised Property shall occur.

14.3 In the event of any such taking or purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be provided in any condemnation proceedings other than those specifically awarded Tenant for a taking of Tenant's personal property, loss of use, or loss of business and moving expenses.

ARTICLE 15
EXEMPTIONS

15.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment of, furnishing or providing to Landlord of any of the following:

- (a) Security deposits for rent or other damages to be paid by the Tenant pursuant to this Lease or for service or items supplied to Tenant by Landlord; and

ARTICLE 16
SUBORDINATION, NON-DISTURBANCE AND ESTOPPEL

16.1 Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Demised Premises or the Property; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interests in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter or upon demand execute and provide Landlord within ten (10) days of a request therefore, any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage. In the event Landlord's interest in the Demised Premises passes to a successor by sale, lease, foreclosure, or in any other manner, Tenant and Landlord and the Landlord's successor shall be bound to all of the terms of this Lease for the balance of the term with the same force and effect as if the successor were the Landlord under the Lease. Tenant is deemed to treat the successor as its Landlord and no further documents shall be required to effectuate this attornment. Tenant agrees that, if Landlord's successor requires additional documentation, Tenant will execute same.

16.2 Any mortgage which may now or hereafter affect the Land, the building, the Demised Premises, or the Property, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall not be undisturbed by any foreclosure of such mortgage.

16.3 Within ten (10) business days of any request, Tenant agrees to execute and estoppels certificate setting forth such facts with respect to its date of occupancy, the Lease term, the amount of rent due, and date to which rent is payable, whether or not Tenant has any defense or offsets to the enforcement of the lease, its knowledge of any default or breach by Landlord, and whether or not this Lease is in full force and effect, inclusive of all modifications and/or amendments.

ARTICLE 17
MECHANIC'S LIENS

17.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to change the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish material or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only to the leasehold interest granted by Tenant by the instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises.

ARTICLE 18
NOTICES

18.1 Unless as otherwise provided herein, all notices, demand, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by certified or registered mail, return receipt requested, or by Federal Express, or other nationally recognized overnight courier services, charges prepaid, or by facsimile addressed as follows:

AS TO LANDLORD:

Mr. Gary Kubic
Beaufort County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228
Facsimile: 843-255-9414

AS TO TENANT:

With copy to:

ARTICLE 19
AMENDMENTS

19.1 This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement is sought.

ARTICLE 20
HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Term has expired or been terminated, Tenant shall be deemed a tenant from month to month and Tenant shall continue to pay rent at as may be agreed to between the parties provided that such month-to-month tenancy may be terminated on thirty (30) days written notice. No holdover by Tenant shall operate to extend this Lease, except as expressly provided.

ARTICLE 21
RIGHT OF FIRST REFUSAL

21.1 Landlord does hereby grant to Tenant a Right of First Refusal on the Demised Premises for as long as this Lease is in effect. Tenant shall have fifteen (15) days from the date of its receipt of Landlord's notice of an offer to purchase the facility and may agree to purchase the Property under the same terms and conditions offered by the third party to the Landlord. If Tenant fails to deliver written acceptance of the right to purchase as provided herein within the fifteen (15) day period, then Tenant shall be deemed to have waived its rights and Landlord may proceed to sell the property pursuant to the third-party offer.

ARTICLE 22
EVENTS OF DEFAULT

22.1 The following events shall be deemed events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of any Base Rent or any additional rent herein reserved, or payment with respect to taxes or insurance hereunder, or any other payment or reimbursement to Landlord required herein, within fifteen (15) days after receipt of written notice from Landlord for failure to pay such Rent.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act, as amended or under any similar law or statute of the United States of any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to yield up immediate possession of the Demised premises to Landlord upon termination of this Lease.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than provisions of subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 22) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

ARTICLE 23 REMEDIES

23.1 Upon the occurrence of any event of default as stated in Article 22 hereof, Landlord shall have the option to pursue any remedy at law or in equity, including, but not limited to, termination of this Lease, pursue legal means of entering upon and taking possession of the Demised Premises and evicting Tenant, accelerate and demand payment of all Base Rent, additional rent, and other charges due and payable hereunder over the term of this Lease. Landlord shall, however, have a duty to mitigate its damages and shall make every reasonable effort to relet the Demised Premises.

23.2 Tenant shall reimburse Landlord for any and all loses, fees, costs, expenses (including legal expenses or reasonable attorney's fees), and damages suffered by Landlord by reason of Landlord's reentry, removal and storage of Tenant's property.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default or Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

ARTICLE 24 EVENT OF DEFAULT BY LANDLORD

24.1 In the event of default by Landlord, Tenant shall have the option to any and all remedies available to it both legal and equitable. Landlord shall be responsible for all costs incurred by Tenant related to Landlord's breach of this Lease and/or Tenant's enforcement of this Lease including but not limited to all costs and attorney's fees.

ARTICLE 25 MISCELLANEOUS

25.1 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or early termination of the Lease, including, without limitation all payment obligations concerning the condition of the Demised Premises. Upon expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Demised Premises, Tenant shall restore the Demised Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the condition of the commencement date of this Lease, subject to normal wear and tear. In the event Tenant fails to do so, Landlord may complete such

restoration and Tenant shall pay to Landlord upon demand all amounts incurred in the restoration of the Demised Premises. Tenant shall also, upon vacating the Demised Premises, shall pay to Landlord the prorated amount of Tenant's obligations hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

25.2 In the event of a transfer by Landlord of its interests in the Demised Premises, Landlord shall be release from all obligations and liabilities under the terms of this Lease that accrue subsequent to transfer.

25.3 If any clause or provision of this Lease is illegal, invalid, or otherwise unenforceable under present or future laws effective during the term of this Lease, then in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it also is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.4 Landlord shall not be in default in the performance of its obligations hereunder unless and until Landlord shall have failed to perform such duties or obligations within thirty (30) days after receipt of written notice by Tenant to Landlord and to any mortgagee with a lien on the land or the building in which the Demised Premises are located, provided Tenant has been notified in writing of the name and address of such mortgagee. Notices to Landlord and its mortgagee may be given and cure period may run concurrently. All such notices must specify the specific nature of any failure to perform. Time is of the essence of this Lease.

25.5 Landlord and Tenant shall not be in default in the performance of any of their obligations hereunder unless and until either party shall have failed to perform such duties or obligations within thirty (30) days after written notice. Properly specifying wherein the defaulting party has failed to perform any such duty or obligation.

25.6 This Lease may not be recorded. Upon request and at the expense of Tenant, Landlord shall execute a memorandum of this Lease suitable for recording which shall omit the financial terms herein but which shall indentify the Demised Premises, "The Land" and the term of this Lease and shall contain such other information as required by law to constitute sufficient notice of this Lease. Upon the expiration of this Lease, a recorded memorandum of this Lease may be canceled of record by a document executed by Landlord, or its successors in interest for such purpose.

25.7 The parties agree that any dispute arising out of this agreement will be subject to the jurisdiction of the Court of Common Pleas of the State of South Carolina, County of Beaufort, and all provisions of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

LANDLORD:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

[Probate appears on following page]

DRAFT

STATE OF SOUTH CAROLINA

)

)

PROBATE

COUNTY OF BEAUFORT

)

Personally appeared before me _____ who being duly sworn, states that s/he, saw the within named _____, sign, seal and as his act and deed, execute this written instrument; and that s/he with _____ (L.S.) witnessed the execution thereof.

SWORN to before me this ___ day of _____, 2012.

Signature of Witness

Notary Public for South Carolina

My commission expires: _____

WITNESS:

SANTA ELENA PROJECT FOUNDATION
TENANT:

By: _____
Name: _____
Its: _____

[Probate appears on following page]

STATE OF SOUTH CAROLINA

)

)

COUNTY OF BEAUFORT

)

PROBATE

Personally appeared before me _____ who being duly sworn, states that s/he, saw the within named _____, sign, seal and as his act and deed, execute this written instrument; and that s/he with _____ (L.S.) witnessed the execution thereof.

SWORN to before me this ___ day of _____, 2012.

Signature of Witness

Notary Public for South Carolina

My commission expires: _____

DRAFT



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator *JGruber*

FROM: Robert McFee, Director of Facilities & Construction Engineering *RMcFee*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way Documentation – Remove from Road Maintenance Inventory – Pritchard Street, Town of Bluffton**

DATE: February 2, 2015

BACKGROUND. An unpaved section of Pritchard Street is located in the Town of Bluffton off of Bridge Street. Public Works has maintained approximately the 0.1 mile dirt road for over 20 years. This unpaved section of Pritchard Street was selected for paving in the FY 09/10 – FY 12/13 Dirt Road Paving Program subject to obtaining right of way for that purpose. In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County should have a deeded 50 – foot right of way before the road can be improved. The County does not own right of way nor have an easement for Pritchard Street.

Engineering has completed two written requests to the 9 property owners to contribute right of way in order to pave Pritchard Street. The second requests were sent as registered mail with return receipt. Only three property owners granted right of way. Right of way acquisition requests to property owners includes an advisory statement that if right of way is not acquired, “ Pritchard Street may be reclassified as a private road and removed from the Beaufort County maintenance inventory. Property owners along the road would then assume the responsibility and costs of maintaining the road and drainage ditches.”

Efforts to-date to obtain right of way for Pritchard Street include, performing ownership research, obtaining plats, preparing the letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with the process has been approximately twenty-two months, with three property owners agreeing to the right of way request. Since only specific property owners can grant or deny a right of way request, there is no benefit in conducting a public meeting with attendees who cannot grant or deny the requested right of way. With such limited community support for granting rights of way, staff would not recommend condemnation actions.

The Engineering and Public Works Departments jointly recommend that Pritchard Street be designated as a private road and that the County perform no further work or maintenance on this road.

FOR ACTION. Public Facilities Committee Meeting on February 16, 2015.

RECOMMENDATION. The Public Facilities Committee approves and recommend to County Council to designate Pritchard Street as a private road.

JRM/EK/mjh

Attachment: 1) Location Map 2) Sample Right of Way Request Letters

cc: Eddie Bellamy

Pritchard Street -- Bluffton



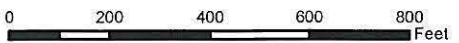
Street Classes

Owner, SURFACE

- STATE, PAVED
- - - STATE, UNPAVED
- COUNTY, PAVED
- - - COUNTY, UNPAVED
- PRIVATE, PAVED
- - - PRIVATE, UNPAVED
- · - PRIVATE, UNDETERMINED
- TOWN, PAVED
- - - TOWN, UNPAVED
- MILITARY / PAVED
- - - MILITARY / UNPAVED
- ▭ Parcels



Map Generated by
Beaufort County
GIS Division,
February 6, 2015



December 11, 2012

George P. Lamb
Lucy Scardino
131 Pritchard Street
Bluffton, SC 29910

Re: Beaufort County Dirt Road Paving Contract 44 – Pritchard Street

Dear Property Owners:

The Beaufort County Council and the Beaufort County Transportation Committee have selected Pritchard Street to be included in the County's 2009-2013 Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street convey, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30' right-of-way. When all the property owners have complied with this request, the County will apply a new road surface: stone with oyster shell treatment. More specifically, "[o]ur intention is to grade the street and add 2-3 inches of crushed rock (CR14) and roll with a vibratory roller to stabilize it. Then we intend to mix oyster shell and sand off site, roll the mixture (no vibration) to break up the shell some, add the mixture at 2-3 inches thick, and roll it without vibration. Hopefully, that will give us the aesthetics we are looking for and provide a surface that will hold up to traffic with minimum pothole development." The County will be responsible for relocating all utilities, mailboxes, and other structures that may be located within the deeded right-of-way area.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to pave the road and to continue providing maintenance. Without it, the County cannot pave your road or continue to maintain it. We would have to report to County Council that we have no ownership or easement interest in Pritchard Street, and recommend that it be re-classified as a private road and removed from the maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or eklatt@bcgov.net.

Sincerely,

Robert E. Klink, PE
Beaufort County Engineer
REK/EWK/cvs

Enclosures: Deed, Map

October 23, 2012

St. John Baptist Church
c/o Rev. Hills
103 Pritchard St.
Bluffton, SC 29910

Re: Beaufort County Dirt Road Paving Contract 44 – Pritchard Street

Dear Property Owners:

The Beaufort County Council and the Beaufort County Transportation Committee have selected Pritchard Street to be included in the County's 2009-2013 Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street grant, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30' right-of-way. When all the property owners have complied with this request, the County will apply a new road surface: stone with oyster shell treatment. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way area.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to pave the road and to continue providing maintenance. Without it, the County cannot pave your road or continue to maintain it. We would have to report to County Council that we have no ownership or easement interest in Pritchard Street, and recommend that it be re-classified as a private road and removed from the maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or eklatt@bcgov.net.

Sincerely,

Robert E. Klink, PE
Beaufort County Engineer

REK/EWK/cvs

Enclosures: Deed, Map

October 15, 2014

St. John Baptist Church
c/o Rev. Hills
103 Pritchard St.
Bluffton, SC 29910

Re: Pritchard Street

Dear Property Owner(s):

The Beaufort County Transportation Committee has selected Pritchard Street to be included in the County's Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street grant, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30'platted right-of-way (ROW). The approximate bounds of this ROW have been flagged along the street for your reference.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided within 2 weeks of receipt of this letter. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to improve the road and to continue providing maintenance. Without it, the County cannot improve your road or continue to maintain it. If we are unable to obtain sufficient permissions for ROW, we will have to report to County Council that we have no ownership or easement interest in Pritchard Street, and will be compelled to recommend that it be re-classified as a private road and removed from the county maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or eklatt@bcgov.net.

Sincerely,

Robert McFee, PE
Division Director of Engineering and Infrastructure
Beaufort County

EWK/cvs

Enclosures: Deed

January 15, 2015

St. John Baptist Church
P.O. Box 342
Bluffton, SC 29910

Re: Beaufort County Dirt Road Paving Program – Pritchard Street

Dear Property Owners:

The Beaufort County Council and the Beaufort County Transportation Committee have selected Pritchard Street to be included in the County's Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street grant, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30' right-of-way. When all the property owners have complied with this request, the County will apply a new road surface. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way area.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to pave the road and to continue providing maintenance. Without it, the County cannot pave your road or continue to maintain it. We would have to report to County Council that we have no ownership or easement interest in Pritchard Street, and recommend that it be re-classified as a private road and removed from the maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or eklatt@bcgov.net.

Sincerely,

Eric W. Klatt
Right of Way Manager

EWK/cvs

Enclosures: Deed, Map



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee
VIA: Gary Kubic, County Administrator *G. Kubic*
Josh Gruber, Deputy County Administrator *JG*
FROM: Robert McFee, PE, Facilities & Construction Engineering Director *R. McFee*
SUBJ: **Adjustment of the Road Use/Auto TAG Fees**
DATE: February 4, 2015

BACKGROUND. Beaufort County auto TAG fees were implemented in 1972 at a rate of \$2.00 for every vehicle registered in Beaufort County and have been used to fund improvements for County maintained roads. These fees were last adjusted in 1993 to \$10.00 per vehicle. Since that time, inflation has reduced the ability of these funds to meet the infrastructure improvement demands placed on it. In addition, unfunded mandates requirements such as Americans with Disabilities Act and roadway signage reflectivity requirements place additional demands on these funds in the form of improved handicap access ramps and upgraded signs. At the present time, auto TAG fee collections are approximately \$1.5 million per year. Using the Bureau of Labor and Statistics Consumer Price Index inflation calculator, a \$10 fee in 1993 adjusted for inflation is \$16.38 in 2014 dollars.

For the first 5 dirt road paving contracts let and awarded in the 1994-1996 time period, the construction cost for dirt road paving averaged \$340,444 per mile. For the last 5 dirt road paving contracts, the average construction cost has risen to \$599,598 per mile of dirt road. The dirt road mileage paved in the period of 1994-2002 (2 – four year paving programs) was 39.6 miles. The total mileage for the last 8 years was 28.3 miles. This represents a total difference of 11.3 miles over 8 years or 1.41 miles of dirt road paving deferred each year to future years.

As a result of the dirt road paving program and rapid growth over the last 20 years, Beaufort County is responsible for over 200 miles of paved roads as well. These facilities range in size from the 4-lane Bluffton Parkway/Buckwalter Parkways with daily traffic counts of up to 23,000 vehicles per day to local roads with less than 100 vehicles per day. For an average resurfacing cycle of 20 years, approximately 10 miles of County road should be resurfaced per year at a project cost of \$1.6 million annually. Over the last 5 years, Beaufort County has been able to resurface on 11.74 miles of County roadway or 2.34 miles per year. At the present time Hampton County charges a vehicle fee of \$25 per vehicle and Jasper County charges \$20 per vehicle.

ACTION. Public Facilities Committee Meeting on February 16, 2015.

STAFF RECOMMENDATION. In order to adequately address the demands placed on this account, staff recommends an adjustment of \$7.00 for a new TAG fee of \$17.00 per vehicle.

JRM/mjh

Attachments: 1) BCTC 1/21/15 Support Resolution
2) 1972/3 Road Use Tax Ordinance
3) 1993/20 \$10 Auto Tag Fee Ordinance

Beaufort County Transportation Committee

Irvin Campbell Chairman

Patti Cowart

Jeffrey Gardner

Scott Marshall

Mark McCain

Joseph Stroman

RESOLUTION

WHEREAS, the Beaufort County Transportation Committee actively administers and supervises an existing road paving program for Beaufort County; and

WHEREAS, Beaufort County owns and maintains hundreds of miles of roadways and bridges for the safety and welfare of its citizens and for access and egress to residential and business activities and for emergency evacuation, all of which is in the interest, welfare and safety of the citizens of Beaufort County; and

WHEREAS, Beaufort County Council has indicated that it is Council's objective to pave and properly maintain County roads; and

WHEREAS, Beaufort County implemented in 1972 a Vehicular Road Use/Auto TAG Fee at a rate of \$2.00 for every vehicle registered in the County and have used these fees to fund improvements for County maintained roads; and

WHEREAS, Beaufort County adjusted the Vehicular Road Use/Auto TAG Fee in 1993 to \$10.00 per vehicle; and

WHEREAS, Beaufort County Transportation Committee receives approximately \$1.8 million per year in state gas tax revenue; and

WHEREAS, it will take from state gas tax revenue an estimated \$42 million in funds to reconstruct and pave the approximate 85 miles of current Beaufort County maintained dirt roads; and

WHEREAS, it will take an estimated \$3.2 million per year to maintain a 20 year resurfacing cycle of existing paved County roads; and

NOW, THEREFORE, BE IT RESOLVED that the Beaufort County Transportation Committee supports and requests that Beaufort County Council consider an increase of \$7.00 at a minimum in the Vehicular Road Use/Auto TAG Fee to insure a sufficient source of funds for the reconstruction, paving and maintenance of Beaufort County maintained roads.


Adopted this 21st day of January 2015.

BEAUFORT COUNTY
TRANSPORTATION COMMITTEE

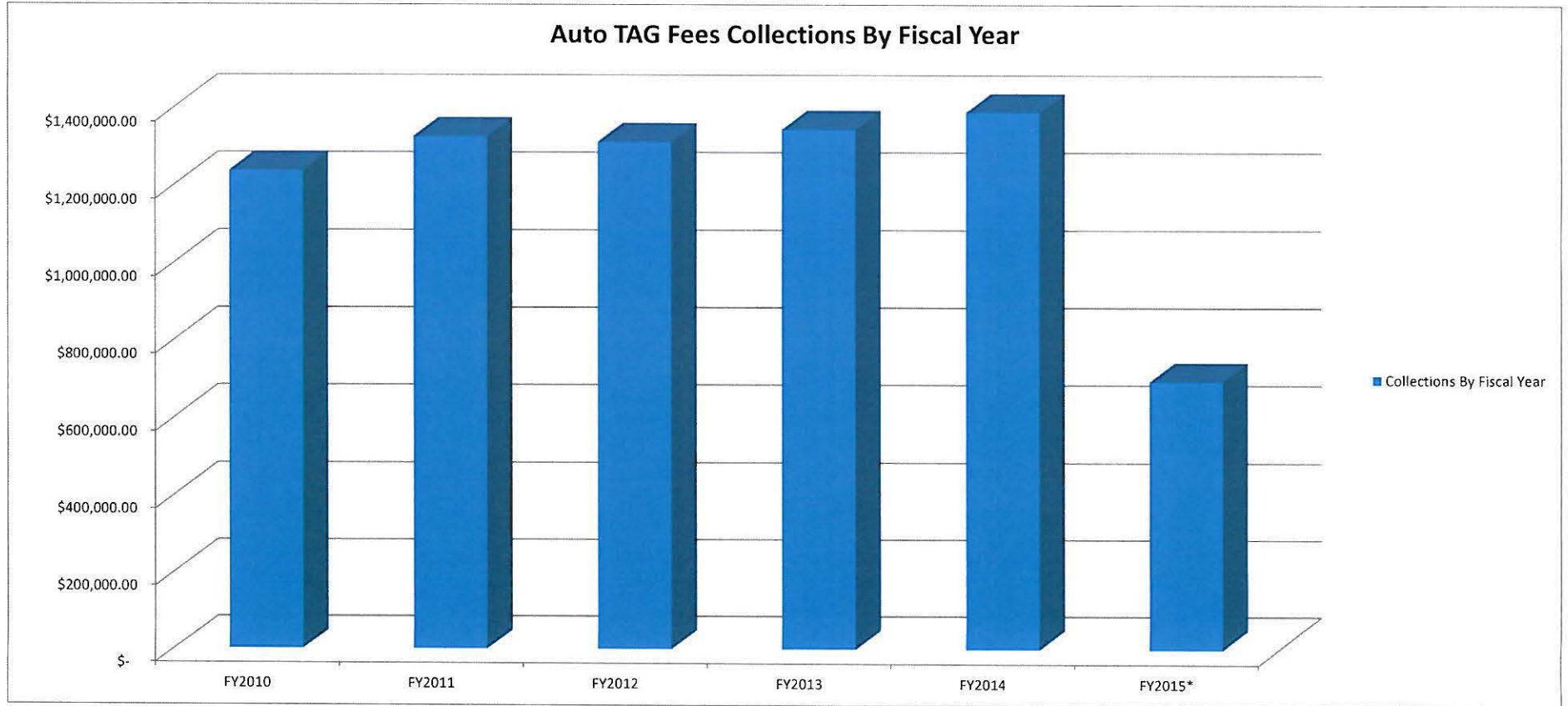
BY: 

Irvin Campbell
Chairman

ATTEST:


Jeffrey Gardner, Secretary

TAG Fee	Fiscal Year	Collections By Fiscal Year
	FY2010	\$ 1,238,426.00
	FY2011	\$ 1,326,486.00
	FY2012	\$ 1,312,537.00
	FY2013	\$ 1,344,781.00
	FY2014	\$ 1,389,618.00
	FY2015*	\$ 695,305.00



1972/3
Road Use Tax

1972/3
Road Use Tax

AN ORDINANCE

To Provide For The Levy Of A Two Dollar (\$2.00) Road Use Tax for Each Privately Owned, Motorized, Self-Propelled, Licensed Vehicle Registered By A Resident Of Beaufort County With The South Carolina Highway Department For Operation On Public Roads.

Be it ordained by the County Council of Beaufort County:

SECTION 1. - A Road Use Tax in the amount of Two Dollars (\$2.00) for each privately owned, motorized, self-propelled, licensed vehicle registered, by a resident of Beaufort County, with the South Carolina Highway Department for operation on public roads shall be levied each year.

SECTION 2. - The Road Use Tax shall be billed by the County Auditor when the personal property tax billing is made; and shall be collected by the County Treasurer and when payment is made, certification shall be included in the certification required by Act No. 1098 of the Acts and Joint Resolutions of the General Assembly, Regular Session of 1970.

SECTION 3. - All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4. - If any provision of this ordinance or the application of such provision to any person or circumstance shall be held invalid, the remainder of the ordinance, and the application of such provision to person or circumstance other than those to which it is held invalid shall not be effected thereby.

SECTION 5. - This ordinance shall be effective on January 1, 1972 after approval by the County Council of Beaufort County and after the prescribed readings in regular meeting of County Council and prescribed publication.

COUNTY COUNCIL OF BEAUFORT COUNTY

Colden R. Battey, Jr.
Colden R. Battey, Jr.,
Chairman

ATTEST: *A. R. McAfee*
A. R. McAfee,
Administrative Officer

1993/20
\$10 Auto Tag Fee (Amending 72/3)

1993/20
\$10 Auto Tag Fee (Amending 72/3)

93/20

AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING FEES ON ALL VEHICLES WHICH ARE DOMICILED AND GARAGED IN BEAUFORT COUNTY AND THEREBY USE THE ROADWAYS AND BRIDGES OWNED AND MAINTAINED BY BEAUFORT COUNTY.

WHEREAS, Beaufort County Council owns and maintains hundreds of miles of roadways and bridges for the safety and welfare of its citizens and for access and egress to residential and business activities and for emergency evacuation, all of which is in the interest, welfare and safety of the citizens of Beaufort County; and

WHEREAS, all citizens who own and operate motor vehicles principally housed and garaged in Beaufort County enjoy the benefits provided by the ownership and maintenance of such roads by the County; and

WHEREAS, such ownership and maintenance of roadways is a tremendous expense to the citizens of Beaufort County and such expense should be borne principally by the owners and operators of motor vehicles in Beaufort County; and

NOW, THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, duly assembled and by authority of the same hereby establishes a user fee on all vehicles in Beaufort County as follows:

Section 1. Road Use Fee: There is hereby established a road use fee on all motorized licensed vehicles required by the State of South Carolina to be licensed, which are carried on the tax records of Beaufort County; such vehicles shall be subject to and pay, in addition to any other licensing fees, and taxes, the such of Ten and No/100 (\$10.00) Dollars per vehicle per annum.

Section 2. Assessment: The Auditor is hereby directed to add a Ten and No/100 (\$10.00) Dollar uniform charge per vehicle, per annum to all motorized licensed vehicles subject to the taxes in the County beginning with tax notices which become due currently and each month thereafter. The Ten and No/100 (\$10.00) Dollar charge so added shall become due and payable at the time other personal property taxes become due and payable.

Section 3. Collection: The Treasurer for Beaufort County is directed to collect the above charges at the time of collection of all other charges and taxes due on such vehicles.

Section 4. Purpose and Use of Funds Collected: The funds collected under the terms and conditions of this ordinance as

above described, shall be deposited in the General Fund of Beaufort County and shall be utilized for the purchase, condemnation, construction, ownership, maintenance, and repairs of all County owned roads and bridges.

Section 5. Severability: If any section, phrase, sentence or portion of this ordinance is for any reason held invalid, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

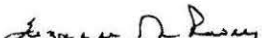
Section 6. Effective Date: This ordinance shall become effective on January 1, 1994.


Adopted this 28th day of June, 1993.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
Thomas C. Taylor
Chairman

ATTEST


Suzanne M. Rainey
Clerk to Council

REVIEW BY: 
Ladson FV Howell
County Attorney

First Reading: May 24, 1993
Second Reading: June 14, 1993
Public Hearing: June 28, 1993
Third and Final Reading: June 28, 1993
Amending Ordinance 72/3

ORDINANCE NO. _____

TEXT AMENDMENT TO THE ORDINANCE ESTABLISHING FEES ON ALL VEHICLES WHICH ARE DOMICILED AND GARAGED IN BEAUFORT COUNTY AND TO THEREBY USE THE ROADWAYS AND BRIDGES OWNED AND MAINTAINED BY BEAUFORT COUNTY (TO INCREASE THE FEE FROM \$10.00 TO \$17.00)

WHEREAS, Standards that are underscored shall be added text and Standards that are ~~line through~~ shall be deleted text.

WHEREAS, Beaufort County Council owns and maintains hundreds of miles of roadways and bridges for the safety and welfare of its citizens and for access and egress to residential and business activities and for emergency evacuation all which serve the best interest, welfare and safety of the citizen of Beaufort County; and

WHEREAS, all citizens who own and operate motor vehicles principally housed and garaged in Beaufort County enjoy the benefits provided by the ownership and maintenance of such roads by the County; and

WHEREAS, such ownership and maintenance of roadways is a tremendous expense to the citizens of Beaufort County and such expense should be borne principally by the owners and operators of motor vehicles in Beaufort County; and

WHEREAS, it is deemed appropriate by County Council to increase the fee from ten dollars (\$10.00) to seventeen dollars (\$17.00); and

NOW, THEREFORE, BE IT ORDAINED by County Council of Beaufort County in a meeting duly assembled, by their authority to increase the fee by Ordinance does hereby amend Beaufort County Code of Laws Section 2-437 Road Use Fee to read as follows:

Sec. 2-437. – Road Use Fee

(a) Established. There is established a road use fee on all motorized licensed vehicles required by the state to be licensed, which are carried on the tax records of the county. Any person owning such vehicle shall be subject to and shall pay, in addition of any other licensing fees and taxes, the sum of ~~\$10.00~~ \$17.00 per vehicle per annum.

(b) Assessments. The auditor is directed to add a uniform charge per vehicle of ~~\$10.00~~ \$17.00 per annum to all motorized licensed vehicles subject to the taxes in the county, beginning with tax notices which become due and each month thereafter. The charge of ~~\$10.00~~ \$17.00 so added shall become due and payable at the time other personal property taxes become due and payable.

(c) Collection. The county treasurer is directed to collect the charges in this section at the time of collection of all other charges and taxes due on such vehicles.

(d) Purpose and use of funds collected. The funds collected under the terms and conditions of this section shall be deposited in the general fund of the county and shall be utilized for the purchase, condemnation, construction, ownership, maintenance, and repairs of all county – owned roads and bridges.

Adopted this ____ day of ____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

Suzanne M. Rainey, Clerk to Council

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

Sea Island Youth Enrichment Program

Inspiration and Hope Inc. is requesting the usage of the Dale Community Center to host a daily therapeutic after-school program. The program will serve youths between the age of six and seventeen. Activities will be selected from all of the wellness components (mental, social, emotional, physical and vocational). Upon enrollment youths will be registered in the program and given an orientation. The program will daily augment manual activities with a variety of other recreational/ educational/ life skills development activities from our youth program curriculum. In addition to manual activities we will have a diversionary activity (such as drill team, choir, dance troupes, drumming and dancing) as youth programming options. All activities and material will recognize the cultural diversity and background of the population served and the fact that youths have a different learning style.

Within the structure of the program, we emphasize the acquisition of resistance skills (e.g. decision making, coping with peer pressure, learning how to handle stress and how to communicate effectively). Methodology may include cooperative learning, role playing, large group work demonstrations, film/video viewing production and trips. Manual activities will be supplemented through collaboration with visiting resources from other community service organization (such as the 4H, Red Cross and others).

The program has a FAMILY MATTERS component which aims at strengthening family relations by increasing parent's participation in activities that foster the substance abuse prevention and parenting skills. This will include meeting with the coordinator at least monthly to discuss areas of mutual concern (e.g. joint activities, referral of youth and or families to appropriate community resources and services).

The program has within its structure THE PEER HELPER PROGRAM . Peer Helpers will be selected from the program participants to assist in implementing activities. Criteria for selection are the ability to display role model behavior and the demonstration of potential leadership skills. Peer helpers will be trained and supervised by a coordinator and will work a prescribed number of hours each week, and will be rewarded (e.g. paid a stipend or increase of privilege or perks).

There is already twenty four (24) participants enrolled in the program from the A.M.I. Dale School, awaiting permission to use this building. We anticipate that when we are operational we will have many other enrollees from the community. At this juncture we are unable to give an anticipatory number of participants as that will be driven by community need. We will observe site occupancy to the fullest.

The program will be Monday through Friday, 4 P.M. to 8 P.M. There may be some Saturday activities, however we will coordinate this on an ongoing basis, depending on community need of the Building. Built into our program are field trips to museums and theme parks, which will be free for all program participants. This will be a wonderful opportunity for the youths in the community. This is a quality program that would be costly if offered in the private sector and prohibitive for our community. For this program to be possible we will need a space which requires us to be rent free, as this program is funded by Medicare and their dollars are allocated for services only.

For this program to be possible and successful, it is our desire (and need) for you to grant us permission to use your Community Center. We want to have usage of the kitchen, and the common

hall. We have a culinary activity and we will be serving snacks or small meals each day. We will be purchasing our own supplies, however we will need usage of all your tables, chairs and custodial supplies stored at the building for emergency clean ups. We will also need to use the outside facilities since we have a sports/activity component.

This program will provide a wonderful and relevant opportunity to the community and will bring needed dollars into the community in the form of purchases/supplies and salaries.

If you need any additional information please feel free to contact me, I am at your disposal. thank you for your kind consideration.

A sample schedule is as follows.

4:00 - 4:30pm	Snack time/Ice breaker activity.
4:30 - 5:00pm	Life Skills.
5:00 - 5:30pm	Leadership.
5:30 - 6:30pm	Academic remediation/computer.
6:30 - 7:00pm	Diversionary activity/departure.
7:00 - 8:00PM	Staff meeting/consultation.

Thank you,
Sandra Redwood, Area coordinator
138 Dr. MLK drive
St. Helena Island
sandralredwood@gmail.com
843-476-1204