

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

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CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE

Tuesday, January 17, 2017

4:00 p.m.

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

Committee Members:

Stu Rodman, Chairman
York Glover, Vice Chairman
Rick Caporale
Michael Covert
Alice Howard
Jerry Stewart
Roberts "Tabor" Vaux

Staff Support:

Colin Kinton, Division Director
Transportation Engineering
Eric Larson, Division Director
Environmental Engineering
Robert McFee, Division Director
Facilities and Construction Engineering

1. CALL TO ORDER – 4:00 P.M.
2. CONSENT AGENDA / CONSIDERATION OF CONTRACT AWARDS
 - A. Slope Mower for Public Works (\$129,468) ([backup](#))
 - B. Buckwalter Park Gym Equipment for PALS (\$89,923) ([backup](#))
3. CONSIDERATION OF DAUFUSKIE ISLAND COOPERATIVE, INC LEASE AND MARSHSIDE MAMA SUBLEASE AGREEMENTS ([backup](#))
4. CONSIDERATION OF 50 FOOT ROW PRESCRIPTIVE EASEMENT FOR 51 BAY POINT ROAD, LANDS END SUBDIVISION, ST. HELENA ISLAND ([backup](#))
5. UPDATE / LITTER CONTROL PROGRAM ([backup](#))
6. DISCUSSION / REPLACEMENT OF HILTON HEAD BRIDGES
7. DISCUSSION / REVIEW ([backup](#))
 - A. 2015 and 2016 Strategic Plan Assignments
 - B. Open Agenda Items from 2016
 - C. Suggested Items for Council's 2017 Annual Retreat
8. DISCUSSION / COMPREHENSIVE FINANCIAL PLAN: PROJECTS
9. DIALOG WITH STAFF / OPEN ISSUES / FUTURE AGENDA ITEMS

10. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS

- A. County Transportation Committee
- B. Solid Waste and Recycling Board

11. ADJOURNMENT



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: State Contract Purchase
Request to Purchase a Replacement Slope Mower from State Contract for Public Works Department, Stormwater Section

DATE: 01/10/2017

BACKGROUND:

The Purchasing Department received a request from the Director of Public Works to purchase one new John Deere 6120 E Cab Tractor with rear rotary cutter from Blanchard Equipment Co. Inc., with a Tiger Side Mower attachment from Sparrow and Kennedy Tractor, from the state's vendor contract, for the Stormwater Section. The new equipment is a replacement for a 2009 John Deere Bush Hog assigned to the Public Works Department, with over 5,673 hours of operation. The Stormwater Section utilizes the bush hog to maintain our Stormwater drainage system by mowing the workshelves and ditches. The old bush hog will be sold at auction. Total cost of \$129,468 includes all discounts, delivery, SC sales taxes, manuals, installation, and a basic warranty (see the attached price quote).

VENDOR INFORMATION:

COST:

Blanchard Equipment Co. Inc., St. George, SC	\$ 75,727
Sparrow and Kennedy Tractor, Moncks Corner, SC	\$ 53,741
Total:	\$129,468

FUNDING:


Account 50250011-54200, Stormwater Utility Fund, Specialized Capital Equipment
 As of January 13, 2017, the Stormwater Utility Fund had approximately \$1.5 million available fund balance.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee meeting on January 17, 2017.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$129,468 to purchase one new John Deere Cab Tractor with rear rotary cutter and Tiger Side Mower attachment from the aforementioned vendors in support of Public Works operations.

Attachment:  Slope Mower Attachments.pdf
1.93 MB

cc: Gary Kubic, County Administrator

Approved: Date:

Check to override approval: Overridden by: Override Date:

Joshua Gruber, Deputy County Administrator/Special Counsel

Approved: Date:

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Eric Larson Director, Environmental Engineering Division

Approved: Date:

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

David Wilhelm Director, Public Works Department

Approved: Date:

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

After Initial Submission, Use the Save and Close Buttons



Quote Id: 14472029

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522
vstroek@blanchardequipment.com

Prepared For:

Beaufort County Public Works

Proposal For:

Delivering Dealer:

Joe Breland

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477

vstroek@blanchardequipment.com

Quote Prepared By:

JOE BRELAND

jbreland@blanchardequipment.com

Date: 13 December 2016

Offer Expires: 12 January 2017

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522
vstroek@blanchardequipment.com

Quote Summary

Prepared For:

Beaufort County Public Works
120 Shanklin Rd
Beaufort, SC 29906
Business: 843-846-3600

Delivering Dealer:

Blanchard Equipment Co. Inc.
Joe Breland
984 Hwy 15 North
Saint George, SC 29477
Phone: 843-563-4522
jbreland@blanchardequipment.com

CHAD,I AM SENDING YOU A QUOTE ON THE TRACTOR AND A SEPERATE QUOTE ON THE 10 FT CUTTER BECAUSE THEY ARE ON 2 DIFFERENT CONTRACTS.I AM ALSO SEND YOU THE QUOTE ON THE TIGER MOWER,ADDING ALL 3 TOGETHER WE STII GET IN WHERE YOU NEED TO BE,ONCE YOU HAVE TIME TO LOOK THESE OVER GIVE ME A CALL AND WE CAN GO FROM THERE.THANKS JOE BRELAND

Quote ID: 14472029
Created On: 13 December 2016
Last Modified On: 13 December 2016
Expiration Date: 12 January 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6120E Cab Tractor (101 PTO hp)	\$ 84,466.50	\$ 63,349.87 X	1 =	\$ 63,349.87
Free Basic Warranty Inspection	Included, Value of \$ 0.00	\$ 0.00 X	1 =	\$ 0.00

Contract: SC Large Tractors and Mowers 4400011017 (PG OA)
Price Effective Date: December 13, 2016

Equipment Total **\$ 63,349.87**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 63,349.87
Trade In	
SubTotal	\$ 63,349.87
Sales Tax - (6.00%)	\$ 3,800.99
Est. Service Agreement Tax	\$ 0.00
Total	\$ 67,150.86
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 67,150.86

Salesperson : X _____

Accepted By : X _____



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522
vstroek@blanchardequipment.com

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 14472029

Customer Name: BEAUFORT COUNTY PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522
vstrock@blanchardequipment.com

JOHN DEERE 6120E Cab Tractor (101 PTO hp)

Contract: SC Large Tractors and Mowers 4400011017 (PG OA)

Suggested List *

\$ 84,466.50

Price Effective Date: December 13, 2016

Selling Price *

\$ 63,349.87

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
333RP	6120E Cab Tractor (101 PTO hp)	1	\$ 80,594.00	25.00	\$ 20,148.50	\$ 60,445.50	\$ 60,445.50
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	No Package	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1386	24F/12R PowrReverser Transmission (25mph/40kmh) - MFWD Axle	1	\$ 1,211.00	25.00	\$ 302.75	\$ 908.25	\$ 908.25
2050	Standard Cab	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2130	Air Suspension Seat with Swivel (MSG 95)	1	\$ 860.00	25.00	\$ 215.00	\$ 645.00	\$ 645.00
3320	Dual Standard SCV with ISO Breakaway Couplers	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4020	Heavy Duty Hitch	1	\$ 372.00	25.00	\$ 93.00	\$ 279.00	\$ 279.00
4120	Two Telescopic Draft Links	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4315	Standard Drawbar	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4421	Sway Bars	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5234	460/85R38 In. 8PR R1 Radial	1	\$ 726.00	25.00	\$ 181.50	\$ 544.50	\$ 544.50
6220	380/85R24 In. 8PR R1 Radial	1	\$ 148.00	25.00	\$ 37.00	\$ 111.00	\$ 111.00
Standard Options Total			\$ 3,317.00		\$ 829.25	\$ 2,487.75	\$ 2,487.75
Dealer Attachments/Non-Contract/Open Market							
BSJ10026	Backup Alarm Kit	1	\$ 78.10	25.00	\$ 19.52	\$ 58.58	\$ 58.58



Selling Equipment

Quote Id: 14472029 Customer Name: BEAUFORT COUNTY PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522
vstroek@blanchardequipment.com

RE321102	Radio, Deere/Delco AM/FM Stereo with Clock, Front Audio Input Jack for MP3 Players, and Weatherband	1	\$ 477.40	25.00	\$ 119.35	\$ 358.05	\$ 358.05	
Dealer Attachments Total			\$ 555.50		\$ 138.88	\$ 416.63	\$ 416.63	
Value Added Services								
	Free Basic Warranty Inspection	1	\$ 0.00			\$ 0.00	\$ 0.00	
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00	
Suggested Price							\$ 63,349.88	
Total Selling Price			\$ 84,466.50		\$ 21,116.62	\$ 63,349.88	\$ 63,349.88	



Quote Id: 14472203

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522

Prepared For:

Beaufort County Public Works

Proposal For:

Delivering Dealer:

Joe Breland

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477

Quote Prepared By:

JOE BRELAND
jbreland@blanchardequipment.com

Date: 13 December 2016

Offer Expires: 12 January 2017

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522

Quote Summary

Prepared For:

Beaufort County Public Works
120 Shanklin Rd
Beaufort, SC 29906
Business: 843-846-3600

Delivering Dealer:

Blanchard Equipment Co. Inc.

Joe Breland
984 Hwy 15 North
Saint George, SC 29477
Phone: 843-563-4522
jbreland@blanchardequipment.com

Quote ID: 14472203

Created On: 13 December 2016

Last Modified On: 13 December 2016

Expiration Date: 12 January 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HX10 Lift-Type Center Drive Rotary Cutter - 540 RPM PTO	\$ 9,867.00	\$ 8,090.94 X	1 =	\$ 8,090.94
Contract: SC Commercial Grounds Maint Equip Phase II 5000013448 (PG 8P)				
Price Effective Date: December 13, 2016				
Equipment Total				\$ 8,090.94

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,090.94
Trade In	
SubTotal	\$ 8,090.94
Sales Tax - (6.00%)	\$ 485.45
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,576.39
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,576.39

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 14472203

Customer Name: BEAUFORT COUNTY PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co. Inc.
984 Hwy 15 North
Saint George, SC 29477
843-563-4522

JOHN DEERE HX10 Lift-Type Center Drive Rotary Cutter - 540 RPM PTO							
Contract: SC Commercial Grounds Maint Equip Phase II						Suggested List *	
5000013448 (PG 8P)						\$ 9,867.00	
Price Effective Date: December 13, 2016						Selling Price *	
						\$ 8,090.94	
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
221AP	HX10 Lift-Type Center Drive Rotary Cutter - 540 RPM PTO	1	\$ 9,811.00	18.00	\$ 1,765.98	\$ 8,045.02	\$ 8,045.02
Standard Options - Per Unit							
9080	SMV Emblem and Support	1	\$ 56.00	18.00	\$ 10.08	\$ 45.92	\$ 45.92
Standard Options Total			\$ 56.00		\$ 10.08	\$ 45.92	\$ 45.92
Suggested Price						\$ 8,090.94	
Total Selling Price			\$ 9,867.00		\$ 1,776.06	\$ 8,090.94	\$ 8,090.94



JOHN DEERE



Quote Summary

Prepared For:

Beaufort County Public Works
120 Shanklin Rd
Beaufort, SC 29906
Business: 843-846-3600

Prepared By:

Todd Chastain
Sparrow & Kennedy Tractor
2060 South Live Oak Drive
Moncks Corner, SC 29461
Phone: 843-761-3822
sparrowsales@homesc.com

Quote Id: 14403287

Created On: 29 November 2016

Last Modified On: 02 December 2016

Expiration Date: 23 December 2016

Equipment Summary	Selling Price	Qty	Extended
TIGER BENGAL-22 60" Rotary Head	\$ 50,698.92 X	1 =	\$ 50,698.92
Equipment Total			\$ 50,698.92

Quote Summary

Equipment Total	\$ 50,698.92
SubTotal	\$ 50,698.92
Sales Tax - (6.00%)	\$ 3,041.94
Est. Service Agreement Tax	\$ 0.00
Total	\$ 53,740.86
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 53,740.86

Salesperson : X _____

Accepted By : X _____



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

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

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

TO:

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ:

DATE:

BACKGROUND:

Beaufort County's Purchasing Department received seven (7) bids from qualified vendors for Buckwalter Park's gymnasium weight room equipment for PALS. The services provided will include: gym equipment to include strength equipment and cardio equipment as well as service and maintenance. The lowest responsive/responsible bid was from Promaxima (Houston, TX) and includes a 5 year warranty and maintenance program.

VENDOR INFORMATION:

COST:

1. Promaxima (Houston, TX)	\$ 89,923
2. Carolina Specialty Fitness (Columbia, SC)	\$ 98,585
3. Charleston Fitness Equipment (Charleston, SC)	\$106,944
4. Gym Source (Hartford, CT)	\$116,049
5. American Fitness & Sport (Lynchburg, VA)	\$ 93,479**

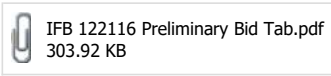
6. Life Fitness (Rosemont, IL)	\$116,670**
7. J. Puckett Enterprises (Lexington, SC)	\$118,705**
**Considered non-responsive due to not submitting a bid bond or check.	

FUNDING: Account 26520011-54200, Specialized Capital Equipment. Fund 2652 is PALS Impact Fees (Bluffton) with a balance of \$2.3 million as of January 5, 2017.

Funding approved: Yes By: aholland Date: 01/12/2017

FOR ACTION: Public Facilities Committee meeting occurring on January 17, 2017.

RECOMMENDATION:
The Public Facilities Committee approves the contract award to Promaxima (Houston, TX) for \$89,923 for Beaufort County's PALS Buckwalter Park's Gymnasium from the funding source listed above.

Attachment: 

cc: Gary Kubic, County Administrator
 Approved: Yes Date: 01/13/2017
 Check to override approval: Overridden by: gkubic Override Date: 01/12/2017
 Joshua Gruber, Deputy County Administrator/Special Counsel
 Approved: Date:
 Check to override approval: Overridden by: jgruber Override Date: 01/13/2017
 Alicia Holland, Assistant County Administrator, Finance
 Approved: Yes Date: 01/12/2017
 Phil Foot Assistant County Administrator, Public Safety
 Approved: Yes Date: 01/13/2017
 Check to override approval: Overridden by: Override Date: ready for admin:
 Shannon Loper Director, Parks and Leisure Services
 Approved: Yes Date: 01/13/2017
 Check to override approval: Overridden by: Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	Beaufort County Parks and Leisure Gym Equipment for Buckwalter Park
Project Number:	IFB 122116
Project Budget:	
Bid Opening Date:	21-Dec-16
Time:	3:00 p.m.
Location:	BIV #2 Conference Room
Bid Administrator:	Linda Maietta
Bid Recorder:	Linda Maietta

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Carolina Specialty Fitness	X	Check	N/A	X	N/A	N/A	\$98,585.18
Charleston Fitness Equipment	X	X	N/A	X	N/A	N/A	\$106,944.41
Life Fitness	X	No	N/A	X	N/A	N/A	\$116,670.49
J. Puckett Enterprises (Rep&Run)	X	No	N/A	X	N/A	N/A	\$118,705.15
Promaxima	X	Check	N/A	X	N/A	N/A	\$89,922.67
American Fitness & Sport	X	No	N/A	X	N/A	N/A	\$93,479.00
Gym Source	X	Check	N/A	X	N/A	N/A	\$116,049.65

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Linda Maietta

Bid Administrator Signature

Bid Recorder

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)
_____)

LEASE AND SUBLEASE AGREEMENT
DAUFUSKIE ISLAND COOPERATIVE, INC.
AND
MARSHSIDE MAMA

THIS LEASE AND SUBLEASE AGREEMENT, dated as of this 13th day of May, 2010 (together with any amendments hereto made in accordance herewith, hereinafter, the "Lease"), is made and entered by and between BEAUFORT COUNTY, a political subdivision of the State of South Carolina (hereinafter the "County"), the DAUFUSKIE ISLAND COOPERATIVE, INCORPORATED, a business corporation authorized to do business in the State of South Carolina (hereinafter, the "Tenant") and E. SHIPMAN, INC. doing business as MARSHSIDE MAMA (hereinafter, "Subtenant").

WHEREAS, the County is a political subdivision of the State of South Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of South Carolina; and

WHEREAS, the County owns improved real property located on Daufuskie Island, South Carolina, and is desirous of entering into a Lease of the improved real property with Tenant and by this same instrument consent to the Tenant's sublease of the improved real property to Subtenant; and

WHEREAS, by ordinance duly adopted by the Beaufort County Council on the 1st day of June, 2004, the Beaufort County Council authorized the County to enter into this Lease and Sublease and further authorized the execution of the Lease and Sublease on the part of the County by the County Administrator, Gary Kubic, under the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises, conditions and covenants provided herein and such other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Tenant and Subtenant, the parties agree as follows:

ARTICLE 1

1.1 **Demise of the Property:** The County hereby leases and lets to Tenant and Tenant hereby takes and hires from County and, simultaneously, the Tenant hereby subleases and lets to Subtenant and Subtenant hereby takes and hires from Tenant, upon and subject to the terms, covenants, and provisions hereof, the property described below consisting of two (2) buildings containing approximately 1650 square feet to be used as a general mercantile store and restaurant with adjacent public restroom facilities:

All that certain piece, parcel, and tract of land situated, lying and being on Daufuskie Island, County of Beaufort, South Carolina, containing 0.76 acres more or less, and being particularly described as follows:

Beginning at a point a concrete marker at the NE corner of the property and running thence 269.94 feet in a southerly direction to a concrete marker; thence 154.32 feet in an easterly direction to a concrete marker; thence 132.20 feet in an easterly direction to the point of beginning as shown more particularly on a plat prepared by R.D. Trogdon, Jr., for Beaufort County, dated April 17, 1975, and revised December 8, 1975, and attached hereto and incorporated by reference.

Save and except a forty foot (40') wide easement on the southern side of the property to provide an egress from the dock and river onto the island (the "Property").

1.2 Tenant and Subtenant Accept Property "AS IS": The Tenant and Subtenant represent and warrant that they have examined the Property, title to the Property, use restrictions on the Property and accept the same "as is", and without representation or warranty, express or implied, in fact or in law, by the County, and without recourse to the County as to the title thereto, availability of water, sewer, electricity or telephone service, the nature, condition or usability thereof, or the uses to which the Property is or may be put. In no case shall the County have any liability to the Tenant and/or Subtenant for any defect in the Property; conditions existing in, or about, the Property or any limitation on the uses which may be made of the Property.

1.3 Exception: The Property which is the subject of this Lease and Sublease is specifically described herein and specifically excludes from this Lease and Sublease by way of saving and excepting the forty foot (40') easement on the southern side of the Property to provide ingress from the dock and river onto the island.

1.4 Permissible Uses of Property: The Tenant's and Subtenant's use of the Property shall be for a "general mercantile store and restaurant" open to the general public. The Tenant shall not cause or allow and Subtenant shall not engage in or permit any use of the Property, or any part thereof, other than the uses specifically enumerated in the paragraphs below. Permissible uses of the Property by the Tenant and the Subtenant are limited to those stated herein. A use not specifically provided herein is not, and shall not be, permitted without written notice to, and written consent by, the County. Permissible uses of the Property are:

1.4.1 The operation of an island community store of general merchandise intended for sale to the citizens of Daufuskie Island and the public in general; and

1.4.2 Operation of a restaurant in the pavilion building for breakfast, lunch and/or dinner services during normal business hours. The pavilion may also be used for special catered events, functions, tour groups, and island community events; and

1.4.3 If Subtenant acquires a lawful permit for same, Subtenant may sell beer, wine and liquor and, if a lawful permit is granted to Subtenant for same, permit the consumption of alcohol in the restaurant; provided, however, no sale of or sale for on premise consumption of alcoholic beverages on or about the Property may be

undertaken or permitted by the Tenant or Subtenant without a current, lawful permit issued for same; and

1.4.4 Subtenant may and agrees to serve as an outlet for the sale of ferry tickets to the general public or any person desiring to utilize the ferry service; and

1.4.5 Subtenant may, with the consent of Tenant, provide additional services to the public consisting of and limited to postal and check cashing services; and

1.4.6 Subtenant may, at its sole cost and expense, establish a community services information area such as a bulletin or notice board for island events and services.

1.5 Prohibited Actions and Activities: Tenant and/or Subtenant shall not allow, permit or condone any of the following to occur on the Property: any act, sale or storage of any article, product or substance that is or may be prohibited by County's fire insurance policies or fire safety standards or requirements, nor allow, permit or condone the use of the Property for any such purpose; and

1.5.1 Tenant and Subtenant covenant and agree that the Property will, at all times, be kept in a clean and orderly fashion and neither Tenant nor Subtenant shall cause, permit or condone any use or activity on the Property that is, in the sole opinion of the County, the cause of offensive noise or other nuisance nor cause, permit or condone any use or activity which may interfere with the safety, comfort and/or quiet enjoyment of other island residents or the public in general; and

1.5.2 Tenant and Subtenant shall not cause, permit nor condone any use of the Property for any illegal or other lawful purpose or purposes.

1.6 Compliance with Laws: Tenant and Subtenant agree to comply with all local, state, and federal statutes, guidelines or ordinances governing the operation of a public accommodation and general merchandise store, including permits, licenses, health permits or any other regulatory matters concerning operation of the store.

1.7 Daufuskie Day: Tenant and Subtenant shall enter into a separate written agreement between themselves with regard to the use of the Property on "Daufuskie Day" and the distribution of profits from same. At a minimum, the agreement shall provide that Tenant shall be entitled to use the grounds of the Property and shall be permitted to conduct activities which are traditionally associated with Tenant's use of the Property on "Daufuskie Day", including the sale of arts, crafts and specialty food sales. Tenant will be entitled to all profits from the sale of arts, crafts and specialty food sales sold on the Property's grounds on "Daufuskie Day". Subtenant will be entitled to conduct its normal restaurant services on "Daufuskie Day" and Subtenant shall retain all profits from sales of food and beverages sold within the restaurant on "Daufuskie Day".

1.8 Funeral and Other Church Function Days: Tenant shall have the exclusive use of the Property's Pavilion and Pavilion areas, on and after Subtenant's noon meal service, for

Tenant's uses related to the conduct of a funeral for a Daufuskie Island resident or conducting a church function of a church located on Daufuskie Island. Tenant will give Subtenant prior notice of the scheduling of the Pavilion and Pavilion grounds for these purposes.

ARTICLE 2

- 2.1 Limited Obligation of County:** The County shall not be required to furnish and has no obligation to furnish the Tenant or Subtenant any facilities or furnish any services of any kind, such as, but not limited to, water, sewage disposal, sewage capacity, electricity, light, power, telephone service and cable television.
- 2.2 Utilities and Other Services:** Subtenant shall be solely responsible for the payment of any and all charges for water, sewage disposal, electricity, telephone or other communications services and any other utility service or supply used, rendered or supplied to or upon the Property or in connection with the Subtenant's use of the Property. Subtenant shall initiate, contract for and obtain, in its name, all utility services required on the Property. Subtenant shall timely pay all charges for these services as they become due. The County may terminate this Lease if Subtenant fails or refuses to pay the charges for utility services as assessed or incurred. Tenant and Subtenant shall be solely liable and responsible for all expenses associated for the services provided herein.

ARTICLE 3

- 3.1 Maintenance of Property:** Subtenant shall be solely liable to keep and maintain in good and workmanlike condition the building(s), drive(s), parking facilities, storage areas, and other improvements situated upon the Property.
- 3.2 Governmental Permits or Authorizations:** It shall be the sole responsibility of the Subtenant to procure and pay for any required municipal, county or other governmental permit or authorization of the various municipal, county or other governmental subdivisions having jurisdiction over the Property.
- 3.3 Mechanic's or Other Liens Prohibited:** The Tenant and the Subtenant shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of the maintenance of or improvement to any part of the Property's improvements. In the event that such a lien is filed, the Tenant and Subtenant shall promptly cause the same to be removed of record, and shall further indemnify and hold the County harmless from any costs or expenses, damages, suits, or attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.
- 3.4 Costs of Maintenance and Repairs:** Subtenant agrees that Subtenant shall be solely liable and responsible for any and all expenses, including all necessary repairs to the Property and the buildings situated thereon, excluding repairs to structural features of the buildings, reasonable wear and tear excepted. Subtenant shall be solely liable to County for any damage it may cause or allow to be caused to the Property and improvements

thereon. Subtenant shall be solely and exclusively liable to maintain the Property and buildings thereon and maintain same. During the term of this Lease, the Subtenant shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, improvements thereon and fixtures therein, and shall keep the Property, improvements and fixtures in a neat, safe, and sanitary condition.

- 3.5 **List of Repairs:** Subtenant agrees to perform certain repairs as set forth on the attached Exhibit A to the leased premises and will further provide County with the requested documentation also listed on Exhibit A within ninety (90) days from the date of execution of this Lease.

ARTICLE 4

- 4.1 **Term:** The term of this Lease to Tenant and Sublease to Subtenant shall be for a period of five (5) years commencing on January 1, 2010 and terminating on December 31, 2015. On December 31, 2015, the Subtenant and Tenant shall surrender the Property to County in a neat and sanitary condition.
- 4.2 **Renewal:** An additional annual term or term of years may, at the sole discretion of the County, be agreed upon if all terms and conditions of this Lease and Sublease, including the use of the Property as provided herein, have been complied with by the Tenant and Subtenant.

ARTICLE 5

- 5.1 **Rent Payment:** Commencing on January 1, 2010, Subtenant shall pay in advance to the Tenant the sum of Six Hundred Dollars (\$600) for each month of occupancy and for each following month of occupancy until this Lease is terminated.

ARTICLE 6

- 6.1 **Abandonment of Property:** Subtenant shall not vacate or abandon the premises at any time during the term, but if the Subtenant does vacate or abandon the premises or is dispossessed by process of law, any personal property belonging to the Subtenant and left on the premises shall be deemed abandoned and become the property of the County; provided, however, Subtenant shall have the right, in the event of an impending flood, hurricane, conflagration or other natural disaster, to remove its equipment from the premises to protect these items from loss and this shall not be considered abandonment.

ARTICLE 7

- 7.1 **No Agency:** The parties hereto intend only to provide for a Lease and Sublease of improved real property as provided herein, and affirmatively state that no master/servant, principal/agent or employee/employer relationship is created or intended to be created by this Lease. Nothing herein creates any relationship between the County and the Tenant and Subtenant other than that which is expressly stated herein. No employee, volunteer

or agent of the Tenant or Subtenant shall be considered an employee or agent of the County for any purpose whatsoever, and none shall have any status, right, or benefit of employment with the County.

- 7.2 No Third Party Beneficiaries:** The County shall not be liable to Tenant, Subtenant or any third party for personal injury or property damage resulting from the negligent operation or faulty maintenance, inspection or use of the premises by the Subtenant. The parties hereto affirmatively represent that this Lease and Sublease is made solely for the benefit of the parties hereto and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

ARTICLE 8

- 8.1 Condition of Premises:** Subtenant shall take good care of the premises and shall not alter or change the premises without the consent of the County. Any and all alterations, improvements or changes to the Property made by the Subtenant shall be done solely at the expense of the Subtenant, shall become the property of the County and shall remain on the premises unless otherwise agreed upon by the County. Subtenant shall, at the termination of this Lease and Sublease, surrender the premises to the County in good condition and repair. Tenant and Subtenant shall permit Tenant and County, and their agents or employees, to enter the premises at any reasonable time to inspect the premises, to enforce the terms of this Lease and determine any default of the Subtenant.
- 8.2 Public Restrooms:** Subtenant further agrees to maintain in a sanitary, neat, hygienic and orderly fashion the public restrooms located in a separate building on the subject premises, including, but not limited to, daily inspections, daily maintenance and preservation of sanitary conditions, and keeping free and clear of debris and trash which would interfere with safety, health, comfort and welfare of the residents or visitors. Subtenant shall have the right to lock the public restrooms at all times with keyed access during normal business hours.

ARTICLE 9

- 9.1 Indemnification and Hold Harmless:** Subtenant, on behalf of themselves, their heirs and assigns, and Tenant, on behalf of itself, its successors and assigns, agree to indemnify and hold harmless the County from any loss, damage or liability arising out of or on account of any injury or damage to any person or property arising out of or from or in any way relating to the use of the Property by the Subtenant, its agents, employees, independent contractors, guests or invitees, or by the failure of the Subtenant to keep the Property in good condition as provided herein.

Subtenant, on behalf of themselves, their heirs and assigns, and Tenant, on behalf of itself, its successors and assigns, agrees that they will be liable for and cause the immediate payment of any and all damages caused to the Property and improvements

thereon, including fixtures, as well as all damage or injury suffered by the occupants thereof, caused by misuse or neglect of the premises by the Tenant and Subtenant.

ARTICLE 10

- 10.1 Assignment Prohibited:** This Lease and Sublease shall not be assigned by the Tenant or the Subtenant for any reason. In addition, the Property and/or the improvements situated thereon shall not be subleased as a whole or in part by the Tenant or the Subtenant.

ARTICLE 11

- 11.1 Event of Default:** Each of the following events shall constitute an "Event of Default" under this Lease and Sublease:

11.1.1 Tenant or Subtenant files a petition in bankruptcy or reorganization under any bankruptcy act, or makes an assignment for sake of creditors or involuntary proceedings are instituted against the Tenant or the Subtenant under any bankruptcy act; or

11.1.2 Subtenant fails to pay rent when due and does not make the delinquent payment within fifteen (15) days after receipt of notice thereof from Tenant; or

11.1.3 Subtenant fails to perform or comply with any of the covenants or conditions of this Lease and failure continues for a period of fifteen (15) calendar days after receipt of notice thereof from Tenant.

11.1.4 Tenant or Subtenant fails or neglects to honor or correct any condition that is a term of this Lease within sixty (60) calendar days from the date the County provides written notice to cure to the Tenant and Subtenant.

- 11.2 Possession After Default:** Upon the occurrence of an Event of Default, the County may terminate this Lease and take possession of the Property, exclude the Tenant and the Subtenant, as the case may be, from possession of the Property and hold Tenant and Subtenant liable for all rent and other amounts due and payable hereunder.

- 11.3 Performance:** County may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation or covenant under this Lease.

ARTICLE 12

- 12.1 Hazard Insurance:** County will keep the Property insured for its loss or damage by fire or damage by fire or other natural causes for which insurance can be obtained to the extent of the insurable value thereof.

- 12.2 General Liability Insurance:** Subtenant shall, throughout the term of this Lease, maintain comprehensive general liability insurance with limits of liability in an amount equal to or exceeding Three Hundred Thousand Dollars (\$300,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence protecting it and the County from claims for bodily injury (including death) and property damage which may arise from or in connection with the Subtenant's use or occupation of the premises.
- 12.3 Forms of Insurance:** All such insurance required in Article 12.2 shall be in companies and on forms acceptable to the County and shall provide that the coverage thereunder may not be reduced or cancelled unless thirty (30) days notice thereof is furnished to the County. Certificates of insurance shall be furnished to the County upon execution of this Lease.

ARTICLE 13

- 13.1 Entire Agreement:** This Lease and Sublease Agreement constitutes the entire agreement between the parties, no representations, warranties or promises pertaining to the Sublease have been made or shall be binding upon any of the parties except as expressly stated herein.
- 13.2 Binding Effect:** This Lease shall inure to the benefit of and shall be binding on the Tenant and the Subtenant.
- 13.3 Amendments, Changes and Modifications:** Except as otherwise provided herein, this Lease and Sublease may not be effectively amended, changed, modified or altered without the prior written consent of the County.
- 13.4 Severability:** In the event that any provision of this Lease and Sublease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 13.5 Execution in Counterparts:** This Lease and Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 13.6 Applicable Law:** This Lease and Sublease shall be governed and construed in accordance with the laws of the State of South Carolina. In action brought to enforce the terms of this Lease and Sublease or to defend a cause of action for same shall be brought in the County of Beaufort, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the dates shown below.

WITNESSES:

Cheryl Harris

BEAUFORT COUNTY

By: Gary T. Kubic
Gary T. Kubic
County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228
843-470-2501

DAUFUSKIE ISLAND COOPERATIVE, INC.

Dampier Serna

By: James to Pierce J. Harrow
Name: JAMES TO PIERCE J. HARROW
Its: BOARD MEMBER
Address: 11 WHITE SCHOOL RD
P.O. Box 31, DAUFUSKIE IS. SC 29915
Telephone: 843-684-4440

E. SHIPMAN, INC. DOING BUSINESS AS "MARSHSIDE MAMA"

Sybil J. Serna

By: E. Shipman
Name: ELISABETH SHIPMAN
Its: _____
Address: Box 22 10 Prospect Hill
DAUFUSKIE IS. SC 29915
Telephone: 843 842 5073

EXHIBIT A

Repairs:

1. Exposed wires in the rear storage area. Wires must be in conduit and junction boxes.
2. No exit signs or emergency lighting. Exit signs and emergency lighting must be provided at each egress.
3. Receptacle plate covers were missing or damaged. Need replacement.
4. Electric panel needs to be relabeled and tape removed from water heater breaker.
5. Excessive use of extension cords.
6. Exit doors and egress paths must remain clear and unlocked.
7. Exhaust fan needs cover.
8. Outside receptacles need weather proof covers.
9. Restrooms require cleaning. Please provide cleaning schedule.
10. Painting as needed.
11. Pump hose needs painting.
12. Install romex connector.
13. Replace insect/rodent screens in attic.
14. Remove walk-in cooler door handle.
15. Repair exterior light fixture.
16. Remove debris from crawl space.
17. Remove old appliances, A/C equipment and trash. Clean debris from rear of building.
18. Remove rain gutter system.
19. Repair/replace light fixtures and wiring.
20. Remove wiring from tree.
21. Remove granite stone from entry/exit.

Please Supply:

- A. Copy of the liability insurance policy.
- B. Copy of the alcohol consumption license.
- C. Copy of the latest Fire Marshall's report.
- D. Copy of the latest DHEC deep well inspection.

Client#: 42177

ESHIPMAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2010

PRODUCER
Kingham Insurance Services Inc
P O Box 1820
Bluffton, SC 29910

INSURED
E. Shipman, Inc.
dba Marshside Mama's
P.O. Box 22
Daufuskie, SC 29915

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP2137761B	05/24/09	05/24/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: 15 Haig Point Rd Daufuskie Island
 Certificate Holder is listed as additional insured.

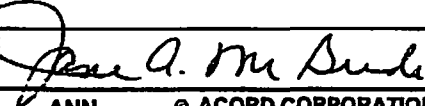
CERTIFICATE HOLDER

County of Beaufort
100 Ribault Road
Beaufort, SC 29901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





**2009 BUSINESS AND PROFESSIONAL LICENSE
COUNTY OF BEAUFORT**

100 RIBAUT RD, Suite #225
BEAUFORT, SC 29902-4453

4819 BLUFFTON PKWY Suite #322
BLUFFTON, SC 29910-4638

Business License No. 8982

Expires -- DECEMBER 31, 2009

Date Issued -- January 26, 2009

MARSHSIDE MAMMAS
ELIZABETH SHIPMAN
15 HAIG POINT ROAD
DAUFUSKIE ISLAND, SC 29915

CONTACT: ELIZABETH SHIPMAN
BUSINESS: MARSHSIDE MAMMAS
MAILING: 15 HAIG POINT ROAD
DAUFUSKIE ISLAND, SC 29915

Jeanette D. Roseberry, Director of Business License

DESCRIPTION OF BUSINESS: ~~RESTAURANT & GENERAL STORE~~
TO BE POSTED IN A CONSPICUOUS PLACE

NON TRANSFERABLE

This Business License is subject to the following regulations/procedures:

Anyone generating gross income in the County is required to obtain a Business License annually. Each license will be issued for one calendar year and will expire on December 31st. The license fees will be paid on or before May 31st of each calendar year to avoid penalties.

A Business License is Non-Transferable. Please be aware that the license must be displayed in a conspicuous place. A transient or nonresident business must carry the license upon his/her person or in a vehicle used in the business.

A change of location requires prior approval from the Zoning Department. All requests for change of location must be made in writing. For further assistance, contact the Zoning Department (843) 470-2780.

In addition, it is your responsibility to notify the Beaufort County Business License Department in writing when you sell or close your business. It is also your responsibility to notify this office of ANY change in location, name or ownership.



**2010 BUSINESS AND PROFESSIONAL LICENSE
COUNTY OF BEAUFORT**

100 RIBAUT RD, Suite #225
BEAUFORT, SC 29902-4453

4819 BLUFFTON PKWY Suite #322
BLUFFTON, SC 29910-4638

Business License No. 8982

Expires – DECEMBER 31, 2010

Date Issued – MARCH 2, 2010

MARSHSIDE MAMMAS
ELIZABETH SHIPMAN
15 HAIG POINT ROAD
DAUFUSKIE ISLAND, SC 29915

CONTACT: ELIZABETH SHIPMAN
BUSINESS: MARSHSIDE MAMMAS
MAILING: 15 HAIG POINT ROAD
DAUFUSKIE ISLAND, SC 29915

EDRA D. STEPHENS, DIRECTOR BUSINESS LICENSE

DESCRIPTION OF BUSINESS: *RESTAURANT/GENERAL STORE*
TO BE POSTED IN A CONSPICUOUS PLACE

NON TRANSFERABLE

This Business License is subject to the following regulations/procedures:

SPECIAL CONDITIONS

Anyone generating gross income in the County is required to obtain a Business License annually. Each license will be issued for one calendar year and will expire on December 31st. The license fees will be paid on or before May 31st of each calendar year to avoid penalties.

A Business License is Non Transferable. Please be aware that the license must be displayed in a conspicuous place. A transient or nonresident business must carry the license upon his/her person or in a vehicle used in the business.

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In addition, it is your responsibility to notify the Beaufort County Business License Department in writing when you *sell* or *close* your business. It is also your responsibility to notify this office of ANY change in location, name or ownership.



SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev. 5/16/02)

PBW

ON PREMISES BEER/WINE

11

M RGAB

E SHIPMAN INC
PO BOX 22
DAUFUSKIE ISLAND SC 29915-0022

LICENSE NO. 32018210-PBW
FILE NO. 32018210-0
DATE ISSUED: 01-29-2009
STIPULATIONS:00

MARSHSIDE MAMAS
15 HAIG POINT RD.
DAUFUSKIE ISLAND SC 29915-2110

START DATE: 03-01-2009
END DATE: 02-28-2011
START TIME: 00:00
END TIME: 00:00

THIS LICENSE IS NOT TRANSFERABLE

OFFICE

***** You may not transfer this permit or license to another location or to another person. *****
If you sell all or a portion of your business, before the buyer can legally sell beer, wine or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of these beverages by someone using your permit or license.

***** POST THIS IN A CONSPICUOUS PLACE *****

INSTRUCTIONS

This is your new license. Please fold on the above perf mark and display in a conspicuous place. If you have any questions concerning this license, please call the SC Department of Revenue ABL section at (803) 898-5864.

You may not transfer this permit or license to another location or to another person. If you sell the business or change ownership name or business address, you MUST apply for a new ABL license.





SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev. 5/16/02)

PLB

BUSINESS LIQUOR BY THE DRINK

11

M. RGAB

E SHIPMAN INC
PO BOX 22
DAUFUSKIE ISLAND SC 29915-0022

MARSHSIDE MAMAS
15 HAIG POINT RD
DAUFUSKIE ISLAND SC 29915-2110

LICENSE NO. 32018210-PLB
FILE NO. 32018210-0
DATE ISSUED 01-29-2009
STIPULATIONS 00

START DATE 03-01-2009
END DATE 02-28-2011
START TIME 00:00
END TIME 00:00

THIS LICENSE IS NOT TRANSFERABLE

OFFICE

***** You may not transfer this permit or license to another location or to another person. *****
If you sell all or a portion of your business, before the buyer can legally sell beer, wine or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of these beverages by someone using your permit or license.

***** POST THIS IN A CONSPICUOUS PLACE *****

INSTRUCTIONS

This is your new license. Please fold on the above perf. mark and display in a conspicuous place. If you have any questions concerning this license, please call the SC Department of Revenue ABL section at (803)-898-5864.

You may not transfer this permit or license to another location or to another person. If you sell the business or change ownership name or business address, you MUST apply for a new ABL license.



3/2/2010

INSPECTION REPORT

PERMIT FEE : \$86.00 PERMIT NUMBER : B-20100239

PIN : R800 024 000 0032 0000 LOT : AREA ZONED : CP

Building Location:

29 HAIG POINT

SUBDIVISION : MARSHSIDE MAMA'S REST.

FLOOD ZONE : A7

ELEVATION REQUIRED : 14

Applicant Information

NAME : MARSHSIDE MAMA'S

PHONE :

ADDRESS : 29 HAIG POINT ROAD DAUFUSKIE ISLAND, SC

General Contractor Information

NAME : SIMONEAUX ELECTRIC

PHONE : 8437574799

ADDRESS : 3-A LOST HOLLOW LN BLUFFTON, SC 29910

Inspection *Electrical* Date: *3/30/10*

Final

Approval per plans & inspection

Approved For Occupancy

ACushy 92



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 *GK*
Josh Gruber, Deputy County Administrator *JG*
Thomas J. Keaveny, County Attorney *TJK*

FROM: Robert McFee, PE, Division Director for Construction, Engineering & Facilities *JRM*

SUBJ: **50 foot ROW Prescriptive Easement for 51 Bay Point Road, Lands End Subdivision, Saint Helena Island**

DATE: January 6, 2017

BACKGROUND. The Engineering Department Right of Way staff has been researching ownership of a boat landing/beach access (Attachment 1) and a 50-foot right of way located at 51 Bay Point Road in Lands End Subdivision on Saint Helena Island. This lot in question has no parcel identification number and has never been taxed. Property owners bordering 51 Bay Point Road appear to be encroaching the 50-foot right of way and are decreasing public access to the landing. The Rhett Street 50-foot right of way is referenced in plat book 13 at page 100 (Attachment 2). Rhett Street no longer exists, but the parcel and encroachment are more clearly identified on a survey completed by Gasque and Associates Inc., dated December 16, 2016 included as Attachment 3. A map showing the location and the bordering neighbors is included as Attachment 4.

County staff can find no official conveyance document of the lot in question; however, County Council minutes going back as far as 1969 reference the landing off of Rhett Road (Attachment 5) and the County has provided maintenance on landings and walkways in the Lands End Subdivision as shown in Attachment 6.

The Engineering Department recommends that County Council authorize the filing of a legal action to establish a 50 foot ROW prescriptive easement for 51 Bay Point Road to ensure continued public beach/boat landing access.

FOR ACTION. Public Facilities Committee meeting on January 17, 2017.

RECOMMENDATION. That the Public Facilities Committee approve and recommend to County Council an action to establish a 50 foot ROW Prescriptive Easement for 51 Bay Point Road, Land End Subdivision, St. Helena Island.

JRM/PLW/mjh

Attachments: 1) Pictures of 51 Bay Point Road
2) Plat Book 13 at Page 100
3) Gasque and Associates Survey Dated December 12, 2016
4) Location Map
5) County Council Minutes December 8, 1969 and August 27, 1990
6) Pictures of County Maintained Beach Access at 95 and 139 Bay Point Road

cc: Allison Coppage
David Wilhelm

ATTACHMENT 1

1. Title Page
2. Street view of 51 Bay Point Road
3. 53 Bay Point Road – Fence in 50-Foot Right of Way
4. 49 Bay Point Road- Sod in 50-Foot Right of Way
5. Front View of landing at 51 Bay Point Road
6. Back view of landing at 51 Bay Point Road
7. 53 Bay Point side of landing
8. 49 Bay Point side of landing

51 Bay Point Rd

10/03/2016

2



10/03/2016



10/03/2016



10/03/2016

5



10/03/2016

6



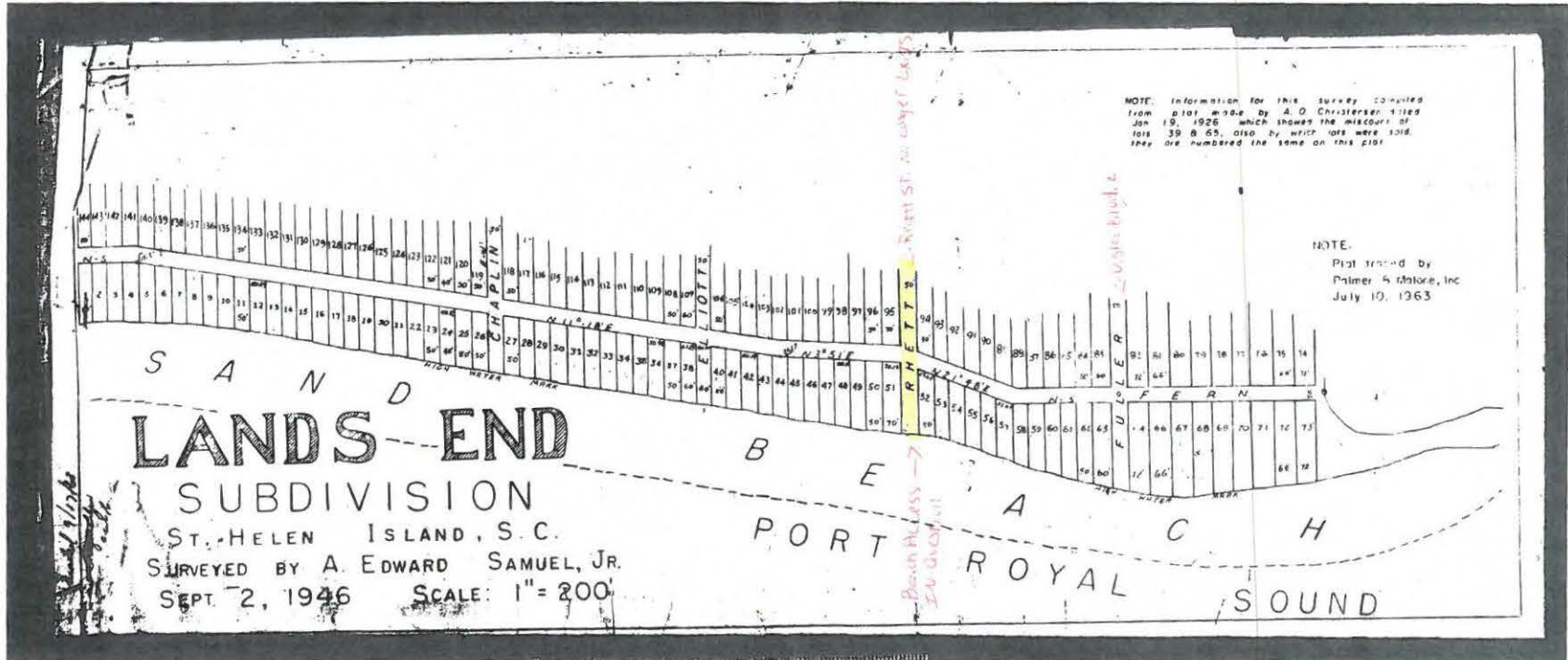
10/03/2016

7



ATTACHMENT 2

13/100



ATTACHMENT 3



LOCATION MAP (N.T.S.)

NOTES:

- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
- 2.) THIS PLAN DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
- 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
- 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
- 5.) THIS PLAN REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
- 6.) CERTIFICATIONS ARE NOT TRANSMISSIBLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 7.) THE SURVEYOR HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS AIRPORT, MILITARY, HOUSING POTENTIAL OR ENVIRONMENTAL ISSUES.
- 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS INITIATED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
- 9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE OBTAINED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
- 10.) THIS PROPERTY APPEARS TO BE IN FLOOD ZONE AS EL. 13.00' AS DETERMINED BY 7.5' SEA HIGH CORN-PANEL NUMBER 450025 0125 S, DATED 06/28/86 (INDEX DATE 11/04/82)
- 11.) CONTIGUOUS BY APPLIC. IS 17'
- 12.) VERTICAL DATUM IS 1929 MGD.

REFERENCES:

- 1.) T.M.S. R300 041 000
- 2.) PLAT BY EDWARD SAMUEL, JR. DATED 9/27/48 PLAT BOOK 13, PAGE 100 BEAUFORT COUNTY R.M.C. OFFICE
- 3.) PLAT BY ZIND A. KHALIL DATED 6/20/2003 BOOK 1814, PAGE 855 BEAUFORT COUNTY R.M.C. OFFICE

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, hereby certify that I am the author of the bearings, distances and lines, the survey shown herein and made in accordance with the requirements of the modern electronic method for the practice of land surveying in South Carolina, and certify as accurate the same to the best of my knowledge and belief, and that there are no encroachments or projections other than shown. This survey is not valid unless it bears the original signature and has an indelible seal.

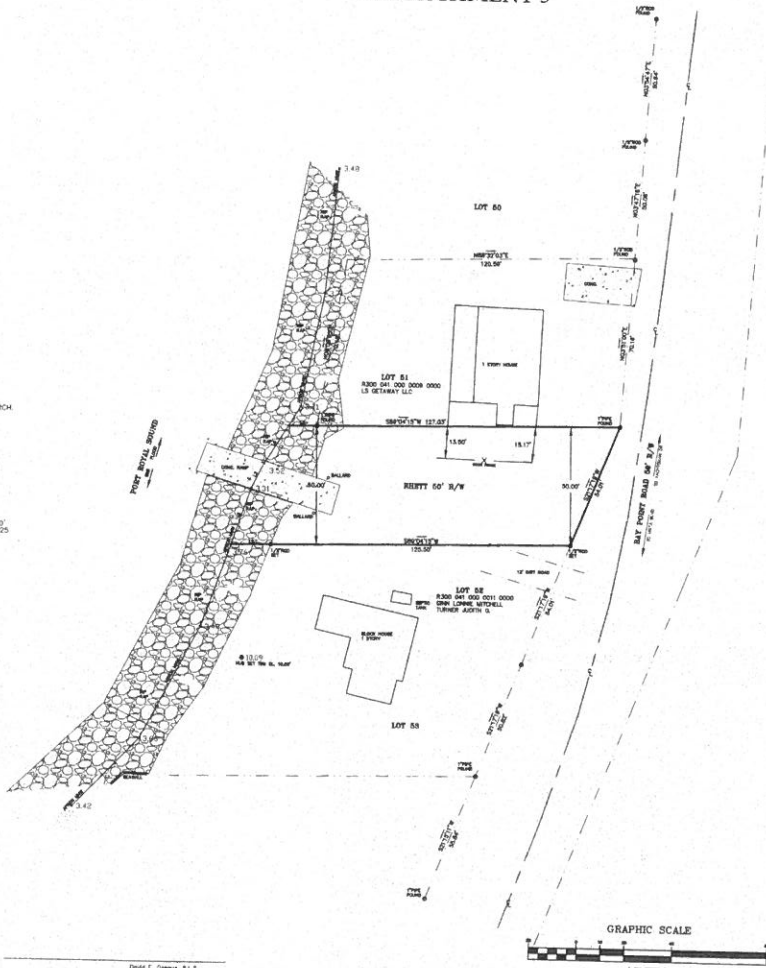
David E. Gasque, R.L.S.
S.C. Registration Number 10066

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1788

THIS PLAN IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE PARTY OR PARTIES WHOSE NAME OR

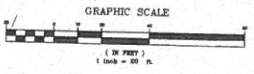
David E. Gasque, R.L.S.
S.C. Registration Number 10066



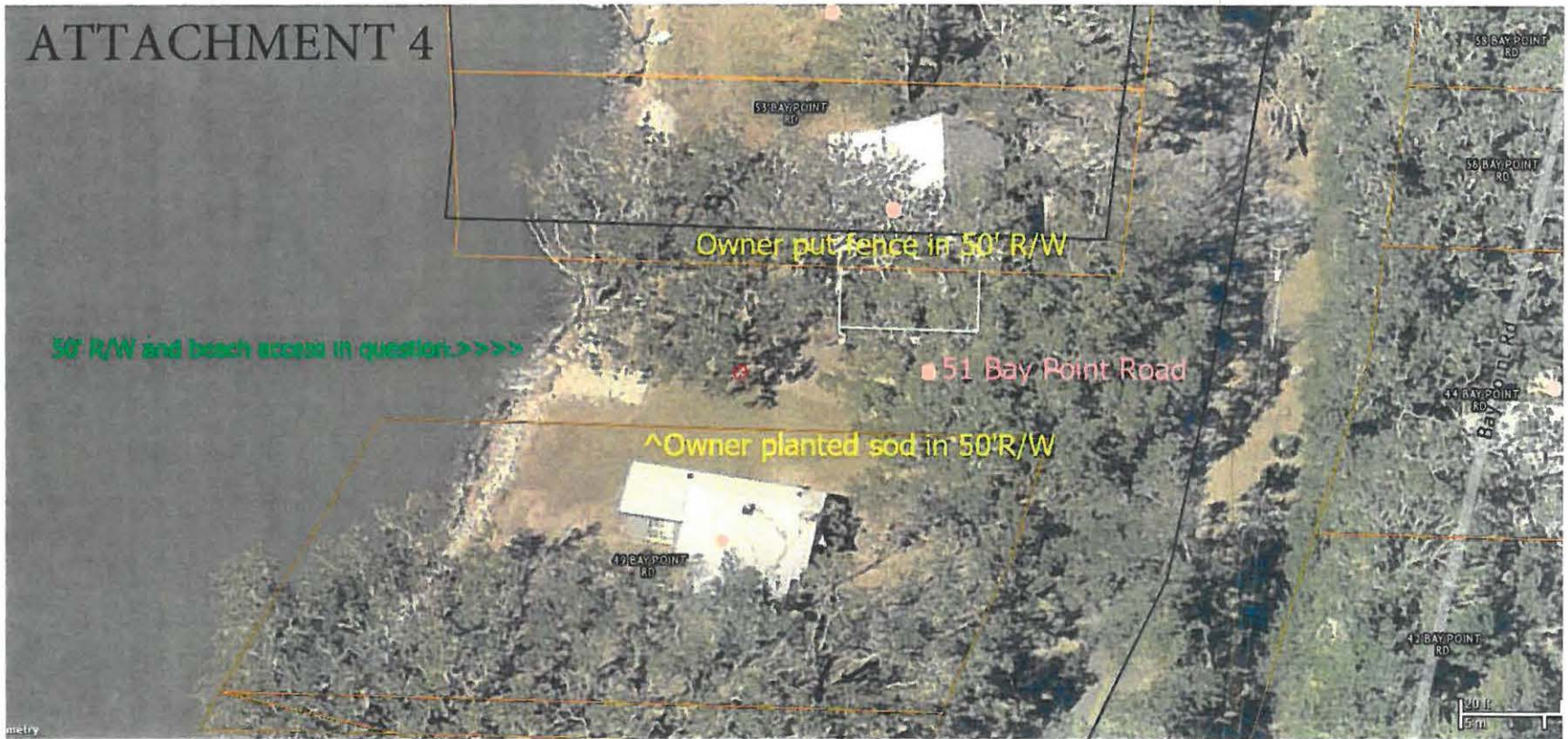
LINE	BEARING	LENGTH
1	S 89° 15' 00" W	120.50'
2	S 89° 15' 00" W	120.50'
3	S 89° 15' 00" W	120.50'
4	S 89° 15' 00" W	120.50'
5	S 89° 15' 00" W	120.50'

RIGHT OF WAY INVESTIGATION
A PORTION OF LANDS END SUBDIVISION
PREPARED FOR
BEAUFORT COUNTY ENGINEERING
ST. HELENA ISLAND
BEAUFORT COUNTY SOUTH CAROLINA

DATE 12/16/2016 SCALE 1"=20'



ATTACHMENT 4



ATTACHMENT 5

Dec. 8, 1969
Council

1 of 1

12 December 08 1969 x
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Go PDF

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The Chairman read a letter dated December 2, 1969 from Mr. Calhoun Thomas, together with a petition, advising it will be in order to proceed to open Elliott Street - **Lands End** as a public way. He noted that this street is designated on a map of Lands End Subdivision dated September 2, 1946 as Elliott Street, being forty feet in width, which extends from the highway to the waterfront. Mr. Haigh reported there are a couple of other streets on the same plat and recommended we open them all as public ways. The three streets would total less than 1,000 ft. and would require about two days' work. There are five families who stay there permanently. He further stated Elliott Street allows public access to the Beaufort River and perhaps one street would not be sufficient. There is no provision for parking except on the 40' R/W of Elliott Street and on the 50' R/W of Hwy. No. 45 running parallel to the river about 300 ft.

Mr. Norton moved, seconded by Mr. Prouse and carried, that we open the three roads as public ways - one to the old county landing, one to Elliott Street, and another north of Elliott Street running from Hwy. 45.

The Council discussed a letter from Mr. Kenneth M. Sifritt of **Lands End** calling the attention of the Council to two items "badly in need of action." Mr. Haigh reported it would cost a minimum of \$14.00 total each to erect the rural road name signs - \$6.00 each plus installation and replacement. It will eventually have to be done but it is a big job. He pointed out that this matter should be presented to the Beaufort County Joint Planning Commission in an effort to avoid repetition of names. He said further that his force is not large enough to handle this easily. He reported the County loses ten stop signs per week and boat landing and "no parking" signs are torn down as fast as they are installed. The Highway Department's loss is worse than that. Mr. Haigh said the Lady's Island Volunteer

4:58 PM 11/21/2015

Aug 27, 1990

County Council | 1 of 3

08 August 27, 1990 [2] x
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BEACH ACCESS - LAND'S END

Mr. Nick Russell, Public Works Director, reported Beaufort County owns three public beach accesses at Lands End: "County Road", Chaplin and Ellicott. In 1969 a few Lands End residents requested the County open these as beach access (Rhett and Fuller were never requested). According to Courthouse records and a survey, "County Road" has a 30' right-of-way, Chaplin 50' right-of-way, and Elliott a 40' right-of-way. During a Public Works Committee meeting held August 15, 1990, it was decided to limit "County Road" to a 4' wide pedestrian beach access and place posts at the access's waterside to prevent a vehicular drive through. If someone could carry a creek boat, i.e., a John boat, this would be acceptable, however, Committee did not wish to combine pedestrian and vehicular traffic on the beach.

Mr. Russell indicated, each beach access would possess a white reflecting sign stating launching hours, signage as required, either a wood stair or concrete ramp access, supported sea walls where necessary (Chaplin, Elliott, Rhett), good roads, no lighting, and fencing less than 2' in height.

While Coastal Council's permit grants a maximum 12' wide access, Staff recommends increasing to 5' in width to benefit a person on crutches.

Mr. Kline arrived at 6:00 p.m.

4:34 PM 11/21/2016

2 of 3

Mr. Kline arrived at 6:00 p.m.

It was moved by Mr. Fordham (no second required) that Council limit "Country Road" to a 4' wide pedestrian beach access, that posts be placed at the access's waterside in order to prevent

115

Minutes
August 27, 1990
Page 8

vehicular traffic. Also, Public Works will perform general repairs to Chaplin and Elliott beach access.

3 of 3

Minutes
August 27, 1990
Page 8

vehicular traffic. Also, Public Works will perform general repairs to Chaplin and Elliott beach access.

Mr. McBride supports the 5' wide pedestrian beach access.

It was moved by Mr. McBride, seconded by Mr. Kline, to amend the motion to a 5' wide pedestrian beach access. The vote was: FOR - Mr. Kline, Mr. McBride and Mr. Fordham. OPPOSED - Mr. Greenwood, Mrs. Grace, Mr. Martin, Mr. Craighead, Mr. Von Harten. ABSENT - Mr. Bowen. The motion failed.

Vote on the original motion: FOR - Mr. Greenwood, Mrs. Grace, Mr. Martin, Mr. Craighead, Mr. Von Harten, Mr. Kline, Mr. McBride and Mr. Fordham. ABSENT - Mr. Bowen. The motion passed.

ATTACHMENT 6

1. Title Page
2. Beach Access at 95 Bay Point Road- County Sign
3. Beach Access at 139 Bay Point Road- County Sign



BEACH
ACCESS

10/03/2016



BEAUFORT
COUNTY
PUBLIC
BEACH
ACCESS

10/03/2016

MONTHLY LITTER SUMMARY (LBS)

1/13/2017

MONTH	AAH	SCDOT	DAY WATCH	PW	OTHER*	TOTAL	# of complaints
JULY	3,675	400	3,410	200		7,685	7
AUGUST	5,565		3,410	505	1,245	10,725	7
SEPTEMBER	4,530	120	3,410	120	120	8,300	5
OCTOBER	2,940		4,445		300	3,240	3
NOVEMBER	3,680		4,445	5,000		8,680	7
DECEMBER	6,885		4,445	1,500	1,305	14,135	6
TOTAL	27,275	520	23,565	7,325	2,970	52,765	35

*Other: August - one-time Hwy. 46 cleanup in Bluffton

* Other- Sep GAC in Bluffton, took 8 volunteers to Hwy. 46 to remove litter.

* Other - October , complaint r sent to ECU, they found litterer and made him clean up

*Other- December Data from 2016 water Kayak cleanups (6 events)

**BEAUFORT COUNTY RETREAT
STRATEGIC PLAN MAJOR PROJECTS
2015-2016**

COMPLETED PROJECTS

AIRPORTS PROJECT UPDATE HILTON HEAD AIRPORT (HXD)

Runway 3 Approach Obstruction Removal

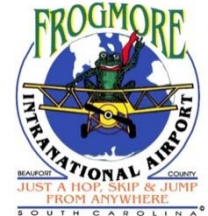
Obstruction Removal Completed Summer 2016

Budget: \$587,000



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Runway 3 Approach Obstruction Removal

This photo looks south along Mathews Drive. The airport is located to the left of the photo.

BLUFFTON PARKWAY PHASE 5A SEGMENT 1 & 2

- **STATUS:** **COMPLETE**

- **COST:** **\$81,068,539**



BLUFFTON PARKWAY PHASE 5A SEGMENT 1



BLUFFTON PARKWAY PHASE 5A SEGMENT 2

SC 170 WIDENING

- **STATUS:** **COMPLETE**

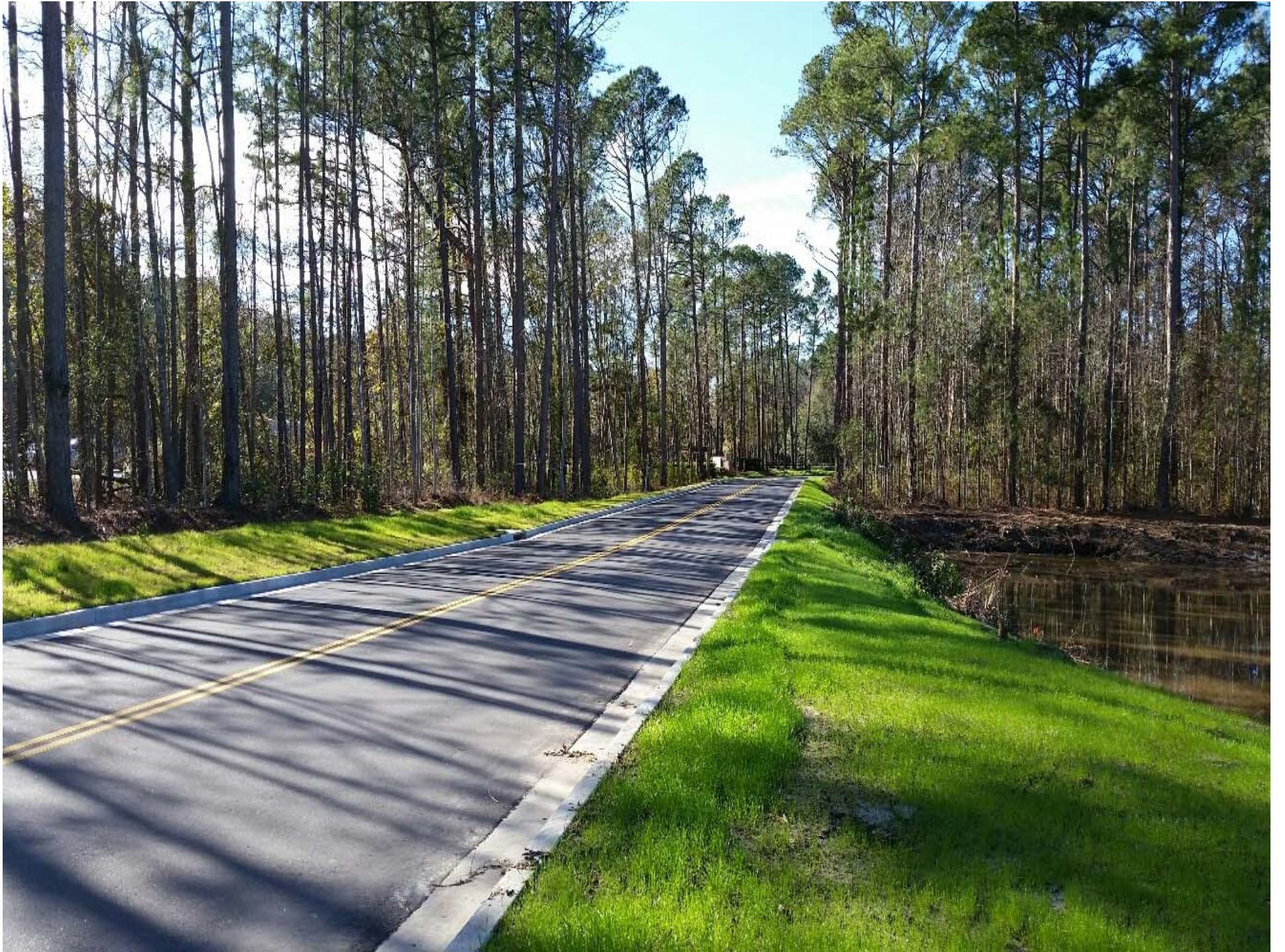
- **COST:** **\$27,804,661**



ST GREGORY THE GREAT CHURCH FRONTAGE ROAD

- **STATUS: COMPLETE**

- **COST: \$1,967,506**



ANNUAL DIRT ROAD IMPROVEMENTS

CONTRACT 48 & CONTRACT 49

DESIGN BUILD PROJECTS

TOTAL MILEAGE – 6.3

- **STATUS: COMPLETE**
- **COST: \$3,858,408**



COUNTY DIRT ROAD BEFORE PAVING – WIMBEE LANDING ROAD



PAVED WIMBEE LANDING ROAD

MINK POINT BLVD – SCDOT PROJECT

- **STATUS:** **COMPLETE**

- **COST:** **\$383,203**



PERRYCLEAR BRIDGE REPLACEMENT

- **STATUS:** **COMPLETE**

- **COST:** **\$907,523**



SPANISH MOSS TRAIL PHASE 2

- **STATUS:** **COMPLETE**

- **COST:** **\$1,939,282**

**REMOTE
AREA**
DO YOU HAVE?
WATER
CELL PHONE
SUNSCREEN
TRAIL BUDDY



**FISHERMEN
ON BRIDGE**

SPANISH
MOSS
TRAIL
Mile
5.25
km
10.02
Elevation
11



WESLEY FELIX PALS PARK RENOVATIONS TO FACILITIES

- **STATUS:** **COMPLETE**

- **COST** **\$827,529**



DAUFUSKIE ISLAND FISHING PIER IMPROVEMENTS

- **STATUS:** **COMPLETE**

- **COST:** **\$420,451**



STORMWATER UTILITY RATE STUDY

- **STATUS:** Complete. In 2014, staff had developed a 5 year plan to meet the requirements of the MS4 permit, to expand our EOS to serve more areas, and to fund a much needed CIP program. In 2015, the Utility conducted a countywide rate study that recommended a revised rate structure and rate increase. County Council approved the plan for FY 2015 and beyond.
- **COST:** The 5 year plan increased expenditures from \$3.5 million (FY15) to \$6.5 million going forward. Revenues increased from \$3.1 mil (FY15) to \$5.8 mil annually with 2-\$5 million bond issues in FY 17 and FY 19.

PROJECTS UNDERWAY

AIRPORTS PROJECT UPDATE HILTON HEAD AIRPORT (HXD)

Runway 21 Approach Obstruction Removal

Complete except 23 trees remain to be either
trimmed or removed at St. James Baptist Church



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Runway 21 Approach Obstruction Removal

This photo looks north along Beach City Road. The airport is located to the right of the photo.

AIRPORTS PROJECT UPDATE HILTON HEAD AIRPORT (HXD)

**Taxiway A Relocation, On-Airport Tree Removal &
Ramp Replacement**

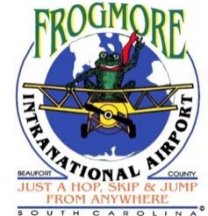
Project will be complete January/February 2017

Budget: \$9 Million



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Phase 3 Progress 10-20-2016

Photo depicts demolition of existing taxiway, preliminary bed for new taxiway, and excavation for storm drainage improvements.



Phase 3 Progress 10-20-2016

Photo depicts extent of project progress. New taxiway and ramp shows up as darker asphalt.

DETENTION CENTER NEEDS ASSESSMENT & FACILITY STUDY

- **COMPLETED BY MOSLEY ARCHITECTS**
- **STATUS: COMPLETE AND UNDER STAFF
REVIEW**
- **COST: \$78,500**



BUCKWALTER REGIONAL PARK RECREATION CENTER EXPANSION PHASE 2

- **STATUS: 98% COMPLETE**
- **BUDGET: \$6.1 MILLION**
- **COST: \$5,958,351**





MYRTLE PARK ADMINISTRATIVE COMPLEX IMPROVEMENTS

- **STATUS:** 98% complete. Installation of signage and smart board remain.
- **COST:** \$744,743



3rd Floor One Stop Shop – Assessor, Auditor, Building Codes, Business License & Treasurers Office Service



2nd Floor Security Station – X-ray Unit, Walk Through Magnetometer and Door Strike/Card Access System

DAUFUSKIE PARK RESTROOM

- **STATUS:** BEAUFORT COUNTY AWARDED A CONTRACT TO ACCI IN OCTOBER 2016. CONTRACT WORK HAS BEEN DELAYED DUE TO HURRICANE RECOVERY ON DAUFUSKIE ISLAND.
- **COST:** \$135,305

BROAD RIVER FISHING PIER IMPROVEMENTS

- **ON GOING ANNUAL ABOVE AND BELOW WATER EXAMINATION & ENGINEERING EVALUATION OF STRUCTURAL STABILITY OF FISHING PIER.**

STATUS:

NEXT INSPECTION CYCLE

JUNE 2017

COST:

\$105,810



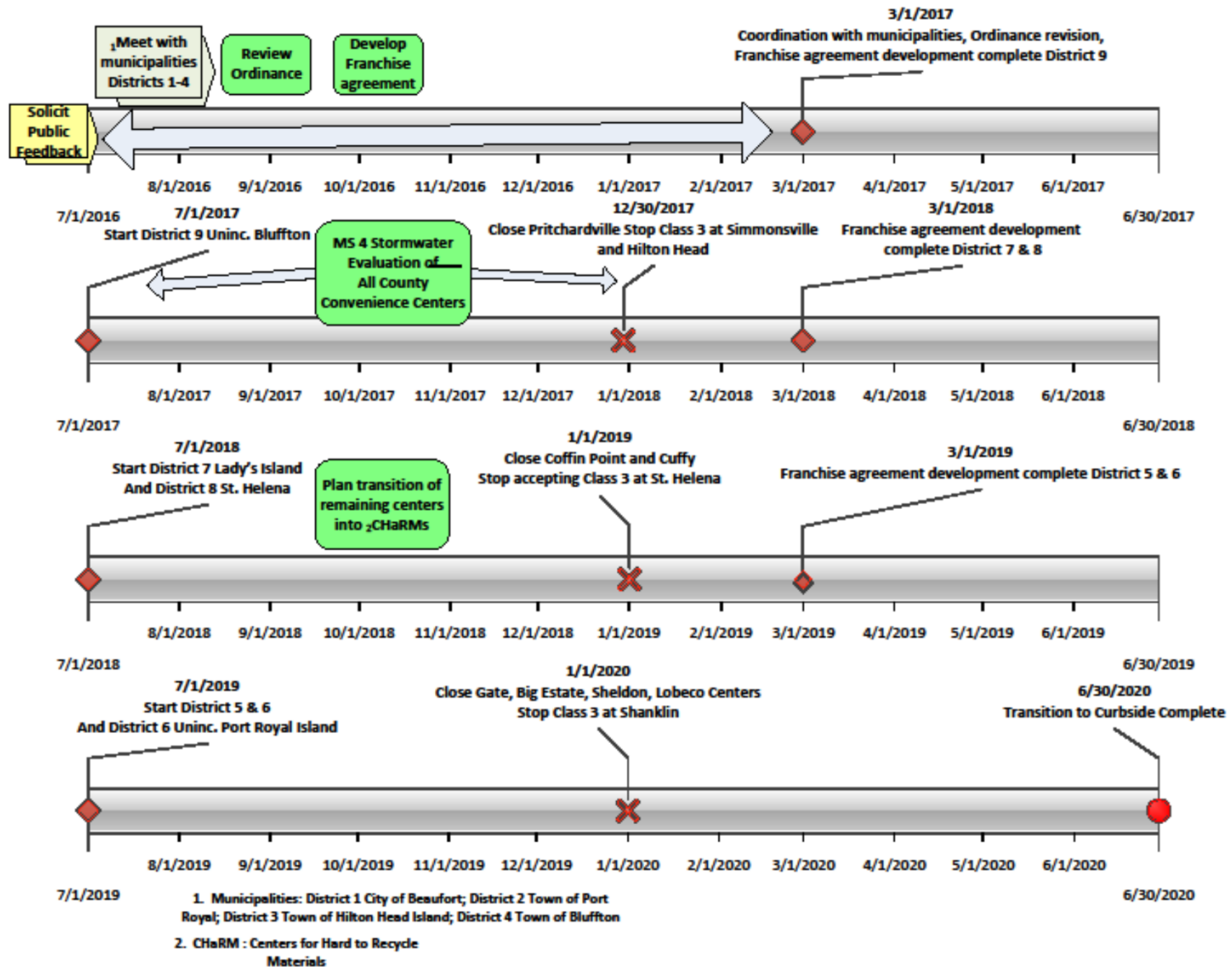
Public Works Department Solid Waste and Recycling



Curbside Waste and Recycling Collection

- STATUS: In-Progress
 - County's staff with the assistance of a solid waste consultant completed a study of the alternatives in March 2016 and a resolution to move forward with the plan was passed by County Council at the May 23, 2016 meeting.
 - Contact data for all private communities in the County has been collected, in conjunction with the development of a survey to determine existing waste collection needs and current contracts. Met with the Town of Bluffton staff to make them aware of initiative and possible opportunity to work together.
 - Survey was sent to Bluffton District communities the first week of January. Staff coordinating with Consultant compiling results. Developing schedule for meetings with community in February for Public input.

Implementation Timeline



Recycling

- STATUS:
 - The value of single stream recyclables collected has dropped to the point that it costs more to recycle the material than it does to put it in the landfill. This is an industry wide problem across the country.
 - Waste Management charges local haulers \$65 per ton to take single stream recycled material at their local facility.
 - Our recycling tonnage collected has dropped considerably.
 - We believe much of the material is going into the landfill.
 - Environmental Liaison program continues to work with teachers and establish recycling in or schools.
 - Residential Diversion Rate for 2015 exceeds 15%

Convenience Centers

- STATUS:
 - County increased service hours back to 11.5 hours per day from 10 hours per day.
 - Traffic at the major centers continues to increase with population growth.
 - Average monthly traffic increased from 135,452 in FY 2015 to 148,770 in FY 2016.
 - MS-4 study of County facilities for compliance will begin in December.
 - Seven oldest facilities were converted Green Box sites and may require significant upgrades to meet MS-4 standards. An Engineering estimate will be developed for each.

Landfill

- STATUS:
 - County staff renewed contract for disposal of MSW with Waste Management at the Hickory Hill landfill for ten year period ending June 30, 2025.
 - From the 2015 SCDHEC Annual Solid Waste management Report:
 - Remaining life (capacity) at Hickory Hill based on current permitted rate of disposal is 6.7 years. Remaining life (capacity) at Hickory Hill based on current rate of disposal is 10.7 years
 - Per the current contract Waste Management is to notify Beaufort County of its plans for Hickory Hill landfill by June 30, 2019.

FUTURE PROJECTS

AIRPORTS PROJECT UPDATE HILTON HEAD AIRPORT (HXD)

Runway 21 Extension + West Drainage
Improvements

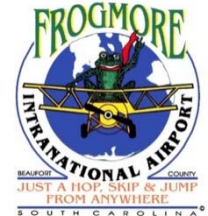
Preconstruction Conference: 27 January 2017

Budget: \$12 Million



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AIRPORTS PROJECT UPDATE HILTON HEAD AIRPORT (HXD)

Runway 03 Extension + Taxiway F
Realignment

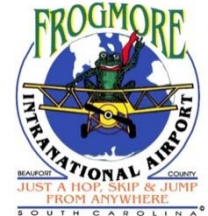
Project in final design

Budget: \$10 Million



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PROJECT UPDATE HILTON HEAD AIRPORT (HXD)

Runway 03/21 Extension Engineered Material
Arresting System (2 EMAS beds)

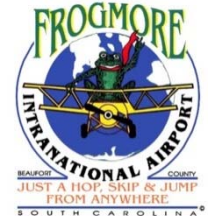
Project to be awarded to Zodiac Aerospace
Summer 2017

Budget: approximately \$4 million each; total
approximately \$8 million



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US 17 - JASPER COUNTY

- **STATUS:** SCDOT anticipates a signed Environmental Assessment (EA) document by the end of January 2017 and will schedule a public hearing in February 2017.
- **COST:** \$54 MILLION

US 278 BRIDGE REPLACEMENT PLAN

- **STATUS: BEAUFORT COUNTY ADMINISTRATION MET WITH SCDOT UPPER MANAGEMENT IN NOVEMBER 2016 AND ARE WORKING ON A COST SHARING AGREEMENT FOR THE CORRIDOR ENVIRONMENTAL DOCUMENT**

- **COST: TBD**

ANIMAL SERVICES/SHELTER BUILDING

- **STATUS:** UNDER DESIGN
ESTIMATED MARCH 2017 FOR
PROJECT BID ADVERTISEMENT WITH
CONSTRUCTION TO START
SUMMER 2017

PROJECT BUDGET: \$3.5 MILLION GO BONDS
\$1 Million PRIVATE DONATIONS

DESIGN/PERMITTING COST: \$580,379

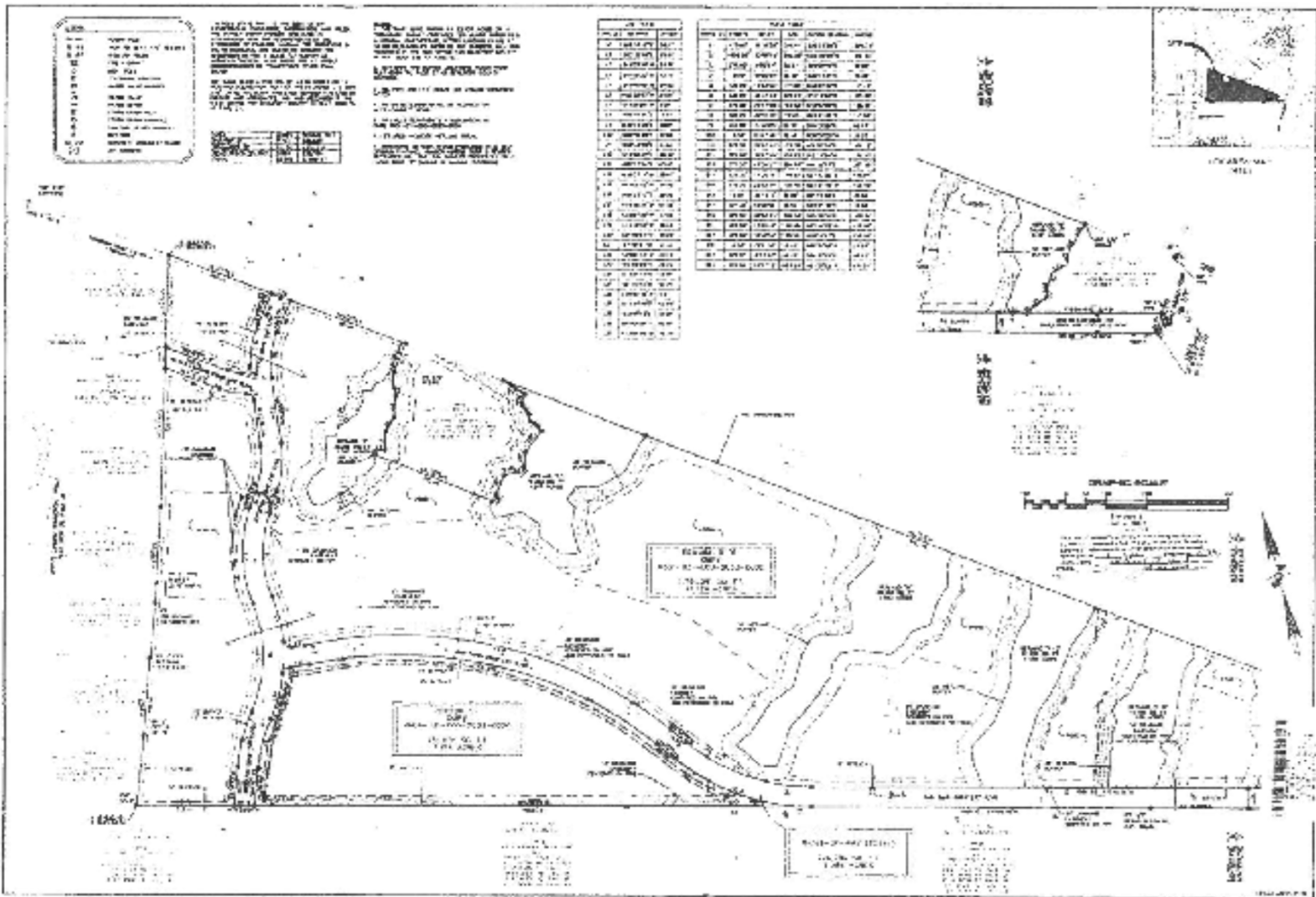


GBA
GLICK BOEHM ARCHITECTURE

WATSON ©16

MYRTLE PARK SPEC BUILDING

- **STATUS:** Proposals for professional architectural/civil engineering design services have been received. Staff review and evaluation underway.
- **COST:** TBD



11400 HUNTERS
 11400 HUNTERS
 11400 HUNTERS

Andrew Burgess Inc.
 ENGINEERS
 11400 HUNTERS
 11400 HUNTERS

SECTION OF
 TOWN OF
 FAYETTE COUNTY

STATIONING
 11400 HUNTERS
 11400 HUNTERS

1

JOB: 137001

JENKINS ISLAND ACCESS MANAGEMENT

- STATUS: DESIGN 65 % COMPLETE
- TOTAL COST: \$7,400,000
- PUBLIC MEETING: FEBRUARY/MARCH 2017
- DESIGN COMPLETION: 4TH QTR 2017

PATHWAY PROJECTS PLAN AND FUNDING

- **STATUS: UNDERWAY**
- **19 PATHWAY PROJECTS IDENTIFIED**
- **TOTAL COST: \$18,817,000**
- **Proposed Five Year Plan**
 - **11 PATHWAY PROJECTS**
 - **\$7,106,000**
 - **68,250 FT OF PATHWAYS (13 MILES)**

PATHWAY PROJECTS PLAN AND FUNDING

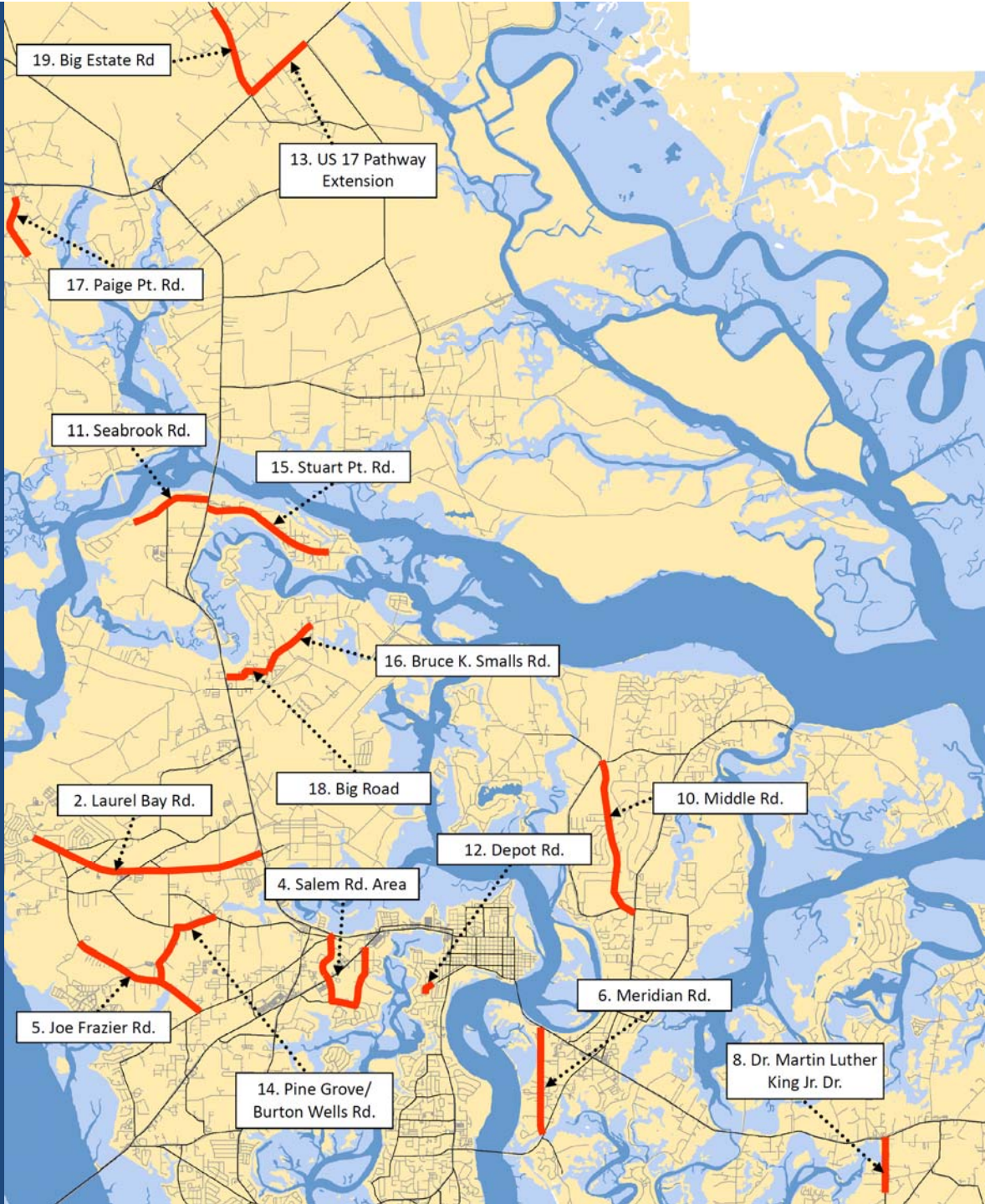
- **PRIORITIZATION OF PROJECTS**
 - Number of Homes within 1/4 Mile
 - Number of Schools Served
 - Number of Parks Served
 - Sufficient Existing Right-of-Way
 - Connection with Existing Paths
 - Adjacent Traffic Volumes
 - Can the Project be Phased
 - Retail/Shopping Access
 - Other Government Services Access

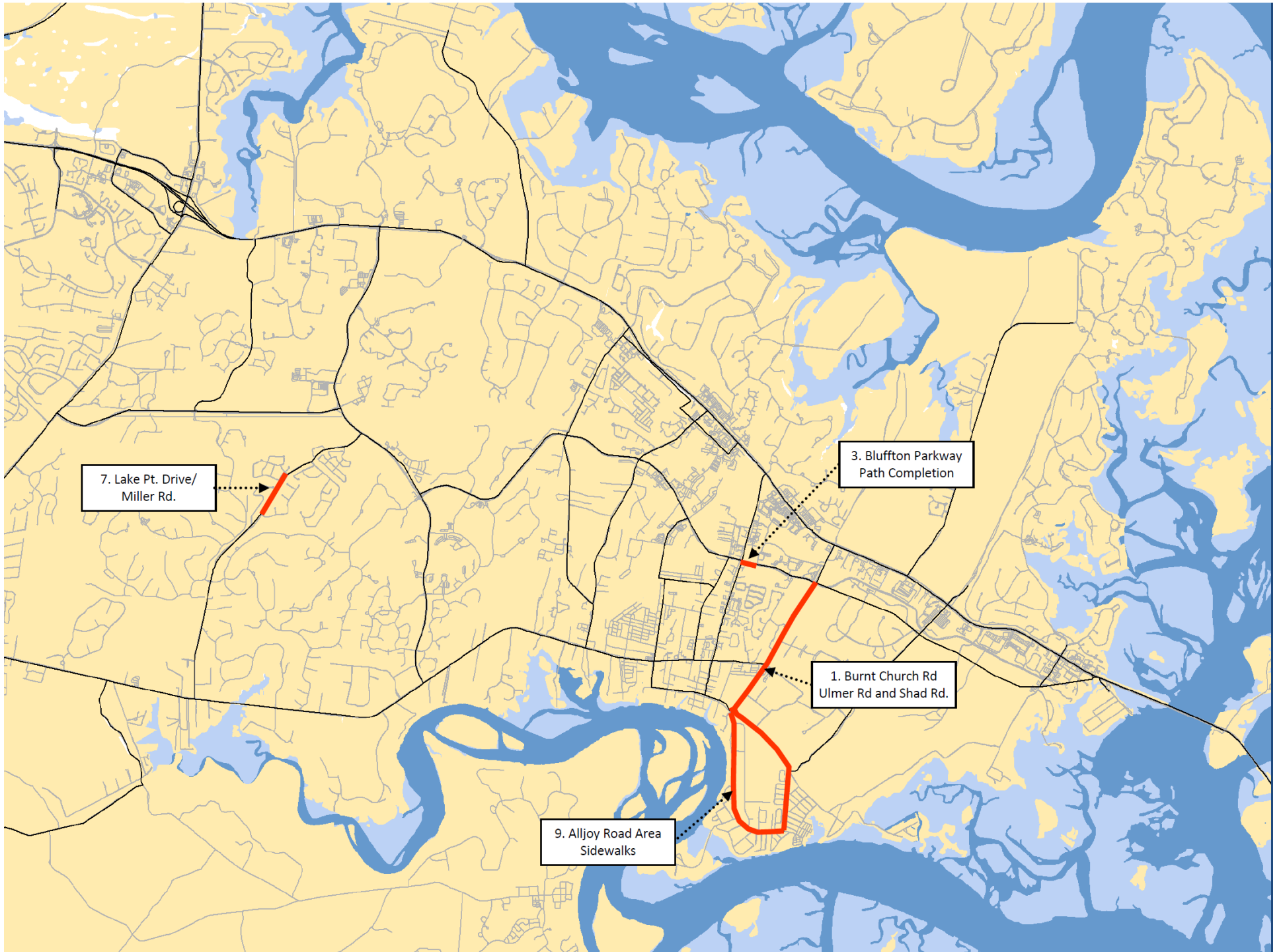
Beaufort County Transportation Needs Capital Improvement Pathway Projects

Priority	Council District	Pathway Project	Length (mi)	Total Cost (\$)	Total Score	Notes
1	9	Burnt Church Road, Ulmer Road and Shad Rd	2.00	\$1,352,500	24	Multiple Phases
2	1	Laurel Bay Road Pathway Widening	3.4	\$1,375,000	22	Multiple Phases
3	9	Bluffton Parkway Phase 1	0.10	\$113,000	19	
4	5	Salem Road/Old Salem Rd/Burton Hill Rd	1.50	\$1,229,000	17	Multiple Phases
5	1/5	Joe Frazier Road	2.10	\$1,530,000	16	Marsh/Causeway
6	3	Meridian Road	1.60	\$1,135,000	16	
7	7	Lake Point Drive and Old Miller Rd Pathway Connection	1.00	\$732,500	15	Contingent on extending roadway
8	3	Dr. Martin Luther King, Jr. Dr.	0.85	\$896,500	15	Marsh Crossing
9	9	Alljoy Road	1.5	\$385,000	15	
10	2	Middle Road	2.40	\$1,630,000	13	Multiple Phases
11	1	Seabrook Rd	1.2	\$1,034,000	11	Multiple Phases
12	4	Depot Road	0.40	\$375,000	10	In City of Beaufort
13	1	US-17 Pathway Extension	0.65	\$537,500	10	
14	1	Pine Grove Rd/Burton Wells Rd	1.5	\$1,229,000	10	Multiple Phases
15	1	Stuart Point	2.00	\$1,515,000	7	Multiple Phases
16	1	Bruce K Smalls	1.00	\$840,000	7	
17	1	Paige Point	1.50	\$1,190,000	7	Multiple Phases
18	1	Big Road	0.65	\$593,000	6	
19	1	Big Estate Road	1.40	\$1,125,000	5	

CAPITAL IMPROVEMENT PATHWAY PROJECTS FIVE YEAR FUNDING PLAN

Fiscal Year	Project Priority	Pathway Project	Phase	Project Length (ft)	Project Cost
2018	1	Burnt Church Rd	1	7,000	\$ 750,000
	2	Laurel Bay Rd	1	6,900	\$ 489,000
	3	Bluffton Parkway Path Completion		750	\$ 113,000
				14,650	\$ 1,352,000
2019	4	Salem Rd	1	4,800	\$ 630,000
	6	Meridian Rd		8,300	\$ 135,000
				13,100	\$ 765,000
2020	5	Joe Frazier Rd		11,100	\$ 1,530,000
	11	Seabrook	1	3,400	\$ 465,000
				14,500	\$ 1,995,000
2021	7	Lake Point Dr.		5,300	\$ 732,500
	8	Dr. M.L. King, Jr. Dr.		4,500	\$ 896,500
				9,800	\$ 1,629,000
2022	1	Ulmer Rd	2	4,000	\$ 430,000
	10	Middle Rd	1	4,300	\$ 550,000
	9	Alljoy Rd		7,900	\$ 385,000
				16,200	\$ 1,365,000
Grand Total				68,250	\$ 7,106,000





BEAUFORT COUNTY FACILITIES CONDITION ASSESSMENT PLAN

- **STATUS: DRAFT REQUEST FOR PROPOSALS IS BEING PREPARED FOR BID ADVERTISEMENT BY THE END OF JANUARY 2017**