

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

D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

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YORK GLOVER, SR.  
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STEWART H. RODMAN  
ROBERTS "TABOR" VAUX

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York Glover, Vice Chairman  
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COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II  
COUNTY ATTORNEY

ASHLEY M. BENNETT  
CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE  
Monday, March 27, 2017  
2:00 p.m.  
Large Meeting Room  
Hilton Head Island Branch Library  
11 Beach City Road, Hilton Head Island

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 – 2:00 P.M.
2. CONSIDERATION OF DAUFUSKIE ISLAND COOPERATIVE, INC. LEASE AND MARSHSIDE MAMA SUBLEASE AGREEMENTS ([backup](#))
3. DISCUSSION / DAUFUSKIE ISLAND PARK TRAIL & AMENITIES CONSTRUCTION ([backup](#))
4. AN ORDINANCE REGULATING THE OPERATION OF GOLF CARTS ON PUBLIC STREETS AND SECONDARY HIGHWAYS IN THE UNINCORPORATED PORTIONS OF BEAUFORT COUNTY ([backup](#))
5. LEASE RENEWAL / BRIDGES PREPARATORY SCHOOL / PROPERTY KNOWN AS THE GREEN STREET GYM OR THE CHARLES "LIND" BROWN ACTIVITY CENTER ([backup](#))
6. BUDGET ADJUSTMENT / BEAUFORT COUNTY TRANSPORTATION COMMITTEE / 2016 SCDOT RESURFACING PROJECT ([backup](#))
7. BEAUFORT COUNTY TRANSPORTATION COMMITTEE / 2017 SCDOT RESURFACING PROJECT SELECTION ([backup](#))
8. DISCUSSION / MCTEER DRIVE / ST. HELENA ISLAND ([backup](#))
9. UPDATE / EAST COAST (BICYCLE) GREENWAY
10. DIALOG WITH STAFF / OPEN ISSUES / FUTURE AGENDA ITEMS
11. ADJOURNMENT



March 10, 2017

Mr. Josh Gruber  
Deputy County Administrator  
Beaufort County, South Carolina  
Post Office Drawer 1228  
Beaufort, SC 29901

Re: Marshside Mamas

Dear Mr. Gruber:

Thank you for speaking with me recently concerning my interest in Marshside Mamas.

I spoke with the owner, Beth, a few months ago about the establishment and told her that if I could help out in any way that I would. She suggested I contact the county which is why I called you.

Having acquired property on the island several years ago and embarked on a plan to build a family farm, I have an interest in keeping Marshside going and improving the area for visitors' experiences – mainly the bathrooms.

While I do have interest in the restaurant business in Savannah, I do not have interest in owning/running such a business on Daufuskie. My interest there lies solely in helping to keep Marshside going and to improve the surroundings and facilities a bit but without losing its island character.

After speaking with Beth, I learned that she leases from the county. As we discussed, I would assume that is probably not the most attractive situation for Beaufort county (to lease a restaurant bar with a liquor license to a private business) but one that has been long standing.

I am open to any proposal the county might have but I thought that if we could come to some terms where I could purchase the land and become the landlord for Marshsides then that might alleviate several issues:

- 1) allow Marshside to have a standard commercial landlord/tenant arrangement
- 2) allow the county to relieve itself of the issues and risks related to owning land which is leased to a restaurant/bar
- 3) provide some funds to fix up the bathrooms for visitors landing at the county dock. A deal like this could be structured as a payment to the county which would then improve the bathrooms,

etc. or I could take ownership of the land and in return agree to improve certain items under the county's direction.

Thank you again for discussing this topic with me and if any of this is of any interest to you and the County, please let me know and we can continue the conversation.

Best regards,



Reed Dulany, III  
912-944-3740

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 13<sup>th</sup> 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 TOPIEC 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 LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	<b>GENERAL LIABILITY</b> <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								
		<b>AUTOMOBILE LIABILITY</b> <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) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 *John A. McSwain*



**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 31<sup>st</sup>. The license fees will be paid on or before May 31<sup>st</sup> 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 31<sup>st</sup>. The license fees will be paid on or before May 31<sup>st</sup> of each calendar year to avoid penalties.

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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

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

LICENSE NO. 32018210-PBW  
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.





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  
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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 Stewart Rodman, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Josh Gruber, Deputy County Administrator *fg*  
Dave Thomas, Purchasing Director *dt*

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

SUBJ: **Daufuskie Island Park – Trail and Park Amenities Construction**

DATE: March 23, 2017

**BACKGROUND.** Beaufort County received bids on 08/23/16 for construction of the Daufuskie Island Park trail and amenities. This work includes 960 LF of walking trail, landscaping, parking area, men's and women's restroom facility including electric service, ground water well and septic system. On 09/26/16 County Council approved award to ACCI for the construction of the Daufuskie Island Park Trail and Amenities in the amount of \$135,305. The funding sources for this project were a South Carolina Department of Parks & Recreation CPRT Grant funds of \$99,808 and \$85,369 from County Hospitality Tax. Unfortunately, ACCI is not able to secure the required performance and payment bond or the alternative bank letter of credit. Options for proceeding forward are:

**STAFF RECOMMENDATION.**

1. Request an extension of the park grant from SCPRT for the 4<sup>th</sup> time and re-advertise for bids for the 5<sup>th</sup> time.
2. Return the grant funds.

JRM/AA/mjh

Attachments: 1) IFB #082316E Timeline for Receipt of Contract Documents  
2) County Council 9/26/16 Agenda

cc: Alicia Holland, Assistant County Administrator for Finance

## **Daufuskie Island Park – Trail and Park Amenities**

**IFB# 082316E**

### **Timeline for receipt of Contract Documents**

1. 08.23.2016 – Bids received.
2. 09.12.2016 – Public Facilities approves and recommends to County Council for award to ACCI.
3. 09.26.2016 – County Council approves award to ACCI.
4. 10.04.2016 - Contracts hand delivered to ACCI, along with request for W9, Certificate of Insurance and Performance and Payment Bonds.
  - a. Due to Hurricane Matthew clean-up efforts ACCI and County agreed to have documents returned and executed along with Bond and Certificate of Insurance by December.
5. 02.22.2017 - W9 and Certificate of Insurance were received but Certificate of Insurance was noncompliant in that it did not name Beaufort County as an additional insured.
  - a. Also on this date ACCI acknowledged that they could not secure a bond. Bonding company concerned about spread between their bid of \$135,305 and, the 2<sup>nd</sup> bidder, E & D Construction at \$408,640.
6. 02.23.2017 – County informed ACCI that a letter of credit from their bank was an acceptable alternative to a P&P Bond.
7. 03.02.2017 – ACCI informs County that a letter of credit cannot be obtained and they will contact the bonding company for further discussions.
- 8.
9. 03.16.2017 – County request report on schedule for acquiring the bond and starting the work. Report due by end of day 03.22.2017. No response received.

7. CONSENT AGENDA

A. DAUFUSKIE ISLAND PARK TRAIL AND AMENITIES (backup)

1. Contract award: ACCI, Hilton Head Island, South Carolina
2. Contract amount: \$135,305
3. Project amount: \$185,177 (\$135,305 ACCI, \$13,530 project contingency and \$36,342 survey and design expenditures)
4. Funding source: S.C. Parks, Recreation and Tourism grant \$99,808 and County Hospitality Tax fund \$85,369
5. Public Facilities Committee discussion and recommendation to award contract occurred September 19, 2016 / Vote 7:0

B. AN ORDINANCE TO APPROPRIATE \$85,369 FROM THE LOCAL HOSPITALITY TAX FUND FOR CONSTRUCTION OF DAUFUSKIE ISLAND PARK TRAIL AND AMENITIES

1. Consideration of first reading to occur September 26, 2016 (backup)
2. Public Facilities Committee discussion and recommendation to approve ordinance on first reading occurred September 19, 2016 / Vote 7:0

C. AN ORDINANCE ALLOWING NIGHTTIME USE OF GOLF CARTS IN DESIGNATED PORTIONS OF THE COUNTY

1. Consideration of first reading, by title only, to occur September 26, 2016
2. Public Facilities Committee discussion and recommendation to approve ordinance on first reading, by title only, occurred September 19, 2016 / Vote 7:0

D. COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT FOR R600 040 000 0209 0000, R600 040 000 0824 0000, AND R600 040 000 0825 0000 (THREE PROPERTIES KNOWN AS EXECUTIVE GOLF COURSE, TOTALING 20.99 ACRES LOCATED ALONG BLUFFTON PARKWAY BETWEEN HILTON HEAD NATIONAL DRIVE AND KELLIE COURT): FROM RURAL TO NEIGHBORHOOD MIXED USE (backup)

1. Consideration of first reading to occur September 26, 2016
2. Natural Resources Committee discussion and recommendation to approve ordinance on first reading occurred September 19, 2016 / Vote 5:0

E. SOUTHERN BEAUFORT COUNTY ZONING MAP AMENDMENTS FOR R600 040 000 0209 0000, R600 040 000 0824 0000, AND R600 040 000 0825 0000 (THREE PROPERTIES KNOWN AS EXECUTIVE GOLF COURSE, TOTALING 20.99 ACRES LOCATED ALONG BLUFFTON PARKWAY BETWEEN HILTON HEAD NATIONAL DRIVE AND KELLIE COURT); FROM T2-RURAL DISTRICT TO T4-NEIGHBORHOOD CENTER DISTRICT

1. Consideration of first reading to occur September 26, 2016 (backup)
2. Natural Resources Committee discussion and recommendation to approve ordinance on first reading occurred September 19, 2016 / Vote 5:0

**ORDINANCE 2017 / \_\_\_\_\_**

**AN ORDINANCE REGULATING THE OPERATION OF GOLF CARTS  
ON PUBLIC STREETS AND SECONDARY HIGHWAYS  
ON DAUFUSKIE ISLAND**

**WHEREAS**, Act 246 of 2016 authorizes a County which meets certain criteria as set forth therein, and in which a barrier island is located, to enact an ordinance allowing for the operation of golf carts at night on designated portions of the County; and

**WHEREAS**, Beaufort County satisfies the criteria set forth in Act 246 of 2016 and Daufuskie Island, which is located in Beaufort County, is recognized by the State of South Carolina as a barrier island; and

**WHEREAS**, Beaufort County recognizes golf carts are the primary mode of transportation on Daufuskie Island during daylight hours, has examined the possibility of extending their use to nighttime, has concluded such an extension is reasonable, appropriate and in the best interest of residents and visitors to Daufuskie Island given the unique characteristics of the island; and

**WHEREAS**, Beaufort County has not, heretofore, enacted an Ordinance regulating the operation of golf carts on public streets and secondary highways in the unincorporated portions of the County and has concluded that adoption of such an Ordinance is in the best interest of its citizens and residents.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, that the following Ordinance is hereby adopted and will be added to Beaufort County's Code of Ordinances, Chapter 70 – Traffic and Vehicles as Article IV. Operations of Golf Carts.

## **Chapter 70 – TRAFFIC AND VEHICLES**

### **ARTICLE IV. – OPERATION OF GOLF CARTS**

#### **Sec. 70-100. – Purpose and Intent.**

The purpose of this Ordinance is to provide for the lawful, restrictive operation and use of permitted golf carts (see S.C. Code Ann. § 56-2-105) on the public streets and secondary highways designated herein by persons authorized by state law to operate such vehicles. This Ordinance shall not be construed or interpreted to authorize the operation or use of any golf cart on public streets, roads and secondary highways in unincorporated portions of Beaufort County which is not otherwise authorized by state law or County Ordinance.

#### **Sec. 70-101. – Operation of Golf Carts Generally.**

Operation of golf carts in unincorporated portions of Beaufort County shall, at all times, be in accordance with this Ordinance and S.C. Code Ann § 56-2-105.

#### **Sec. 70-102. Operation of Permitted Golf Carts at Night.**

Operation of permitted golf carts at night by authorized persons shall be permissible in those portions of the County designated below and subject to the provisions set forth herein.

(a) *Permitted Locations of Operations.* Permitted golf carts may be operated on the public streets and secondary highways at night in the following portions of Beaufort County:

(1) Daufuskie Island

(i) all roads.

(b) *Operation.* All operators of golf carts at night:

(1) Shall possess, and be in possession of, a valid driver's license;

- (2) Shall abide by all traffic regulations applicable to vehicular traffic;
- (3) Shall not allow an unlicensed person to operate a golf cart;
- (4) Shall not exceed the seating capacity of the golf carts as designed by the manufacturer;
- (5) Shall remain seated at all times the golf cart is in motion and ensure that all passengers remain seated when the golf cart is in motion;
- (6) Shall not allow passengers to sit on the lap of other passengers;
- (7) Shall not drive or park a golf cart on sidewalks, rights-of-way or any other location on which a motor vehicle cannot be operated.

(c) *Required Equipment.* The purpose of this standard is to ensure that golf carts which are operated at night on the public streets and secondary highways of the County are equipped with the minimum equipment necessary for vehicle safety. All golf carts which are operated at night shall be equipped with the following equipment:

- (1) Reflex Reflectors: one red on each side as far to the rear as practicable;
- (2) Two operating headlights in the front of the vehicle (one on each side of the vehicle) both of which are visible at a distance of 500 feet;
- (3) Two operating tail lights and brake lights on the back of the vehicle (one on each side of the vehicle) both of which are visible at a distance of 500 feet;
- (4) Front and rear turn signals which are visible at a distance of 500 feet;
- (5) Flashing amber strobe light affixed to the exterior surface of the golf cart roof which shall be active whenever headlights are on;
- (6) Footbrakes;
- (7) A high-mounted stop bar whose centerline (when the vehicle is viewed from the rear) is centered between right and left sides of the vehicle and visible at a distance of 500 feet;
- (8) A Horn;



- (9) An exterior mirror mounted on the driver's side and either an exterior mirror mounted on the passenger side of the vehicle or an interior mirror;
- (10) An acrylic windshield pre-manufactured for use on golf carts;
- (11) A vehicle identification number or serial number;
- (12) A parking brake;
- (13) DOT approved tires;
- (14) Safety belts for each occupant.

(d) *Maintenance of Safety Equipment.* The registered owner of a permitted golf cart shall be responsible for ensuring the safety equipment required herein is properly functioning.

**Sec. 70-103. – Reserved.**

**Sec. 70-104. – Parking.**

Golf carts shall, when parked in public parking spaces, be parked in a manner that will allow the use of the parking space by another golf cart. Golf carts shall be parked side by side or in another fashion which allows each golf cart to leave the space when desired. Identified handicapped parking spaces may be used by golf carts complying with the law for the use of these spaces by vehicles.

**Sec. 70-105. – Penalty.**

Any person who violates this section shall be guilty of a misdemeanor punishable by a fine not to exceed Five Hundred Dollars (\$500.00) or thirty (30) days in jail. Each day that any violation of this section is violated constitutes a separate offense and the violator shall be fined accordingly plus court costs.

**Sec. 70-106. – Conflict of Law.**

In the event this Ordinance conflicts with any other ordinance of Beaufort County or other applicable law, the more restrictive shall apply.

**Sec. 70-107. – Severability.**

Should any portion or part of this Ordinance be found invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof and all valid portions hereof shall remain in full force and effect.

**Sec. 70-108. – Liability.**

Nothing herein is intended to be, nor shall it be, construed as a representation, opinion, claim, warranty or guarantee that operating any particular golf cart on any street, road or secondary highway is safe, advisable, or that any particular person is competent to so operate such a vehicle. Therefore, Beaufort County, its Council Members, the Sheriff and Beaufort County employees will assume no liability when a golf cart permit is issued. Beaufort County disclaims liability for personal injury, death, property damage and other losses caused or alleged to be caused or incurred by any person due to, or alleged to be due to, the operation of a golf cart on a street, road or secondary highway in the unincorporated portions of the County. Anyone who operates a golf cart and all persons who are passengers in such golf carts shall be deemed to have waived any claim, including but not limited to, property damage, bodily injury or death against the county or its agents for its legislative decision to permit nighttime operations of golf carts.

**70-109. - Effective Date.**

This Ordinance shall take effect thirty (30) days after being approved by County Council.

**DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

---

Thomas J. Keaveny, II, County Attorney

ATTEST:

---

Ashley M. Bennett, Clerk to Council

First Reading: March 13, 2017, By Title Only

Second Reading:

Public Hearing:

Third and Final Reading:

COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT RENEWAL**

**IN CONSIDERATION** of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Bridges Preparatory School**, with a mailing address of 1100 Boundary Street, Beaufort, South Carolina 29902, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.** All that certain, piece, parcel or tracts of land, with improvements known as the Green Street Gym or the Charles "Lind" Brown Activity Center, located in the City of Beaufort, County of Beaufort, State of South Carolina consisting of the entirety of Beaufort City Block 132, according to the plat prepared by the United States Direct Tax Commissioners for the District of South Carolina; and bounded on the east by Adventure Street, south by Green Street, west by Hamar Street, and north by the street separating City Block 132 from City Block 131, saving and excepting the swimming pool facility and any tennis court facilities.

DMP: R120 003 000 0040 0000

**2. TERM.** The initial term of this Lease shall covered a period of twelve months (12) months, commencing on the 1<sup>st</sup> day of August, 2017, and terminating on the 31<sup>st</sup> day of July 2018, unless terminated sooner pursuant to the provisions of this Lease.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) per month, in exchange for considerations and obligations as outlined heretofore.

**4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for paying fifty percent (50%) of all utility expenses associated with this facility during the term of occupancy beginning August 15, 2017 and extending until June 15, 2018.

**5. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

**6. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided,

however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

**7. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a charter school facility and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a charter school facility, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**8. HOURS OF OPERATION/ SHARED USE OF PREMISES.** Tenant shall be allowed the use of the demised premises during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Leisure Services Program, shall have access and use of the facility for all other times not identified above, and for such other times that the school may not be in session. Specifically Beaufort County Parks and Leisure Services reserve the right to use the premises, as but not limited to, as follows:

- A. Beaufort County Parks and Leisure Services Program shall have use of the gymnasium from 3:00 p.m. to 10:00 p.m. and all day on Saturday and Sunday during the academic year.
- B. Beaufort County Parks and Leisure Services Program shall have access to an agreed upon classroom for use as needed.
- C. Beaufort County Parks and Leisure Services Program shall have shared access to the kitchen facilities.
- D. Beaufort County Parks and Leisure Services Program shall have access to two offices specifically defined as Room # A & B.

Additionally, the Landlord shall have use of the entire facility on the first Monday and immediately proceeding Tuesday in October for every year that this Lease Agreement may be in effect for purposes of conducting the annual Beaufort County Delinquent Property Tax Sale.

**9. TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or

who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

**10. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**11. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, floor mats, and other items that would be considered minor in nature. In lieu of providing any minor maintenance of the HVAC system, tenant shall pay Landlord \$100.00 per month in exchange. Landlord shall be responsible for all maintenance and filter replacements of the HVAC system. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

**12. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all

improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Land lord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

**17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-



month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 20.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**25. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

**IN WITNESS THEREOF,** the parties hereto have executed this Lease Agreement the day and year first above written.

**LANDLORD:**  
Beaufort County

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**TENANT:**  
Bridges Preparatory School

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.**

## Bennett, Ashley

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**From:** William Prokop <wprokop@cityofbeaufort.org>  
**Sent:** Monday, March 6, 2017 2:42 PM  
**To:** Coppage, Allison  
**Subject:** Greene Street Gym and Bridges School

[REDACTED]

The purpose of the email is to clarify the City of Beaufort's position on the use of the Greene Street Gym. We have no interest in the property for the next year or so and we support Bridges using it as they have been. However, we would like to see programs offered to the youth of the area when Bridges is not in session. The interest in the property is with the YMCA and a group of individuals, including our mayor, who are trying to put a program together which will not be ready for at least another year. We have no objection to your extending the lease to Bridges for another year. If you need anything further from me please let me know. In the meantime, congratulations to you and it was always a pleasure working with you on the various issue that developed. Regards, Bill



**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 Stewart Rodman, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Assistant County Administrator for Finance

FROM: Rob McFee, PE, Division Director for Construction, Engineering & Facilities

SUBJ: **Budget Adjustment for the BCTC 2016 SCDOT Resurfacing Project**

DATE: March 16, 2017

**BACKGROUND.** On April 25, 2016, the Beaufort County Council appropriated \$6,160,000 for the County wide SCDOT resurfacing project to Lane Contracting, Inc. Funding for the 2016 SCDOT road resurfacing is taken from the following sources:

2016 Non-Recurring C Fund Revenue	\$5,667,823
2016 25% Mandate from Recurring C Fund Revenue	\$ 492,177
	\$6,160,000

The 2016 SCDOT Resurfacing is a unit price contract and includes approximately 28 miles of roadway at various locations throughout the County.

This budget adjustment is necessary for the significant amount of full depth patching and leveling required on most of the 28 miles of roadway due to years of deferred maintenance. The total adjustment needed for the project budget has been calculated at  $\pm$ \$240,000.

**FUNDING.** The funding for this budget increase would be a \$90,000 transfer of unspent funds from the remaining 2016 25% mandate and \$150,000 from the BCTC's total uncommitted funds with a present uncommitted present balance of \$2,574,461. The new budget for the 2016 SCDOT Resurfacing would be \$6,400,000 and is funded from the following sources:

2016 Non-Recurring C Fund Revenue	\$5,667,823
2016 25% Mandate from Recurring C Fund Revenue	\$ 582,177
Uncommitted C Funds	\$ 150,000

The BCTC at its March 15, 2017 meeting approved a budget increase of \$240,000 for the 2016 SCDOT Resurfacing Project funded from the remaining unspent \$90,000 2016 mandate and \$150,000 from the uncommitted C funds.

**ACTION.** Public Facilities Committee meeting on March 20, 2017.

**RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council a budget increase of approximately 3.9% to the 2016 SCDOT Resurfacing Project of \$240,000 with funding from the remaining unspent 2016 25% mandate funds of \$90,000 and \$150,000 from the uncommitted project C fund balance presently at \$2,574,461.

JRM/AA/mjh

Attachment: 1) BCTC 3/15/17 Motion 2) BCTC Financial Statement at March 14, 2017

**BEAUFORT COUNTY C FUND REPORT  
JULY 1, 2016- MARCH 31, 2017**

(unaudited)

3/14/2017

**INCOME AND EXPENSES**

Balance of Funds as of July 1, 2016		\$8,623,593
Income: July 1 2016 thru March 31, 2017		
Nonrecurring Funds Received	\$1,295,000	
Recurring Funds Received (Jul thru Jan 2017 Deposit)	\$1,553,124	
Interest Earned	\$2,591	
Total Income July 1, 2016 thru March 31, 2017		\$2,850,715
Expenses: July 1, 2016 thru March 31, 2017		
Administrative Expenses Bid Ad, Postage, Office Supplies, PerDiem	\$902	
Local Paving Project Expenditures	\$301,080	
Note 1    2016 State Road Resurfacing Expenditures	\$141,733	
Signal Enhancement at US21/SC170	\$47,114	
Total Expenditures July 1, 2016 thru March 31, 2017		\$490,829
Balance of Funds as of March 31, 2017		\$10,983,479

**FUNDING COMMITMENTS**

Note 1	2016 State Road Resurfacing Project (State System) Under Construction	\$6,018,110
	2017 State Road Resurfacing Project (State System)	\$1,965,927
	City of Beaufort Southside Blvd Sidewalk Repair	\$130,000
	Town of Port Royal Sidewalk Project	\$39,451
	Beaufort County Traffic Signal Enhancement/Data Collection US21/SC170	\$139,886
Note 2	Reserve Fund Allocation for FY 2016 (5% Annual Income)	\$115,644
	Total Committed Funds	\$8,409,018
	Total Uncommitted Funds Available for New Projects	\$2,574,461

Note 1	Funding is \$5,667,823 from Nonrecurring Funds Received \$492,020 from Recurring Funds Received \$6,159,843 Total Budget 2016 SCDOT Road Resurfacing	For FY 2017 the mandatory 25% is \$388,281 (Obligation State System)
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Note 2    BCTC approved Reserve Fund Allocation at May 18, 2016 Meeting  
at 25% of average annual income over a 5 year period at a minimum of 20% per year.

**BCTC MEETING MARCH 15, 2017 – DRAFT MOTION**

**AGENDA ITEM 4C – BUDGET ADJUSTMENT FOR THE BCTC 2016 SCDOT ROADWAY RESURFACING CONTRACT**

Mr. McFee Presented the Budget Adjustment Request from the County Engineering Department pertaining to the budget increase of \$240,000 for the BCTC's 2016 SCDOT Roadway Resurfacing Project

**MOTION:** A motion was made Mr. Forrest and Seconded by Mr. England for the BCTC to approve a budget increase to the 2016 SCDOT Resurfacing Project for \$240,000 with funding from the remaining unspent 2016 25% mandate funds of \$90,000 and \$150,000 from the uncommitted C fund balance. The motion passed unanimously.





**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 Stewart Rodman, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *JK*  
Josh Gruber, Deputy County Administrator *JK*  
Alicia Holland, Assistant County Administrator for Finance *AH*

FROM: Rob McFee, PE, Division Director for Construction, Engineering & Facilities *JK McFee*

SUBJ: **2017 BCTC SCDOT Resurfacing Project Selection**

DATE: March 23, 2017

*JK*

**BACKGROUND.** In July 2016, the SCDOT C Program Manager notified the Beaufort County Transportation Committee Chairman about the FY 2016/2017 C Fund Revenue. Per the attached July 1, 2016 correspondence, Beaufort County's one time distribution of non-recurring C Fund revenue would be \$1,296,700. The County Treasurer received this one time deposit on August 18, 2016 and it has been posted to the C Fund Revenue Acct #23420001-43050. Also, in the July 1<sup>st</sup> correspondence the SCDOT C Program Manager requested the CTC's allocate the 2016/2017 non-recurring C Fund revenue for improvements to SCDOT primary system roads. Lastly, in the July correspondence was the projection of \$2,317,888 for the FY2016/2017 recurring C Fund distribution of which 25% is mandated by C Fund law to be spent on state highway infrastructure.

With the 2017 nonrecurring/recurring distributions, ± \$1.9 million is available for the BCTC's 2017 SCDOT resurfacing projects.

The County Engineering Department working with SCDOT and municipality staff, had recommended to the BCTC resurfacing improvements for the following SCDOT roadways.

SCDOT Road Name & Number	Location	Length	Description	Estimated Cost
Palmetto Bay Road S-7-80	Hilton Head Island	Approximately 1.0 miles	Resurfacing/Improvements of 4 lane roadway from Sea Pines Circle to the Charles E. Fraser Bridge	\$1. 7 Million
US 21	Chowan Creek Bridge, Lady's Island & St. Helena Island	Bridge Approaches	Resurfacing and ride ability improvements on both ends of bridge expansion	\$80,000
SC 170	Broad River Bridge, Port Royal Island	Bridge Approaches	Resurfacing and ride ability improvements on both ends of bridge expansion	\$80,000
SC 170	Chechessee River Bridge, Okatie	Bridge Approaches	Resurfacing and ride ability improvements on both ends of bridge expansion	\$80,000

The BCTC at its March 15, 2017 meeting approved the improvements listed above for the 2017 SCDOT Resurfacing Project with funding from the FY 2017 nonrecurring C Fund Revenue and the 25% mandate from the FY 2017 recurring C Funds. The motion is included in Attachment #2.

**ACTION.** Public Facilities Committee meeting on March 27, 2017.

**RECOMMENDATION.** This agenda item is presented at information only and requires no action.

JRM/mjh

Attachments: 1) 7/1/16 SCDOT C Fund Manager letter  
2) BCTC 3/15/17 Motion





July 1, 2016

Mr. Kraig Gordon, Chairman  
Beaufort County Transportation Committee  
201 Summertown Drive  
Bluffton, South Carolina 29910

RE: State Fiscal Year 2016/2017 C Fund Revenue

Dear Chairman Gordon:

The South Carolina General Assembly recently passed legislation (Proviso 117.135), which resulted in the authorization of \$50,000,000 in additional one-time (non-recurring) funding for the CTC program. Individual CTC's portion of the additional funding is determined in accordance with the allocation formula stipulated in S. C. Code Ann. Section 12-28-2740 (the C-Fund law). Beaufort's portion is projected to be **\$1,296,700**. This money, specified as a one-time appropriation, is planned to be made available to the CTC by the end of August.

The new legislation specifies CTCs shall utilize all the non-recurring funds solely for use on the state-owned road system for paving, rehabilitation, resurfacing, and/or reconstruction, and bridge repair, replacement, or reconstruction. No funds from this allocation shall be used for any road, bridge, or highway that is not part of the state-owned system.

The South Carolina Department of Transportation (SCDOT) respectfully requests that the CTC's across the state strongly consider allocating this one time funding towards the Primary System. The Primary system in South Carolina carries nearly half of the traffic in the state and yet is in one of the worst conditions, with less than 20% of the pavements classified in good condition. Secretary of Transportation Christy Hall has declared a state of crisis for the Primary System and encourages all of the state's transportation partners to play a role in rebuilding this economic backbone for our citizens and businesses. Attached is a color map of the Pavement Conditions of the Primary System (Red = Poor, Yellow = Fair, Green = Good) in your area, and a list of candidate projects for your consideration.

SCDOT will gladly review the list with the Committee and assist in making a recommendation for the CTC's approval. You are encouraged to contact your local SCDOT engineer for assistance or guidance in the selection process, and to ensure the duplication of work on the same route is avoided. In order to properly account for the expenditure of funds on the state system for the recurring and non-recurring, our office has revised the SCDOT Programming Request Form. The CTC can now indicate the correct funding category when programming work on the state system. Also attached is a revised form enclosed for your use.

In addition to the non-recurring funding, it is projected that the Committee will also receive **\$1,926,800** from the normal (recurring) apportionment for State Fiscal Year (SFY) 2016/2017 to be made available to the Committee in similar monthly distributions as in past years. It is calculated that Beaufort CTC will also receive **\$391,088** this SFY for their portion of the donor bonus funds. These funds are to be expended in accordance with the requirements outlined in the C-Fund law.

For paving, rehabilitation, resurfacing, and/or reconstruction programming requests on the state system, SCDOT's administrative charges are 1 percent of the project bid price for engineering services and 6 percent for the construction engineering and inspection services. Please ensure that these amounts are



Mr. Kraig Gordon  
Page 2  
July 1, 2016

included in the programming requests if SCDOT is administering the projects. These percentages are in line with an analysis of SCDOT's costs for these types of projects. The lump sum amounts will constitute full payment for the engineering services. SCDOT would absorb additional costs if these expenses exceed the lump sum price. Similarly should the charges be less than the lump sum price, a credit would not be allowable. If major changes or revisions, either increasing or decreasing the project costs, are required due to unforeseen circumstances, a request by the CTC, or local community action, then necessary adjustments would be made.

If another governmental entity besides SCDOT is managing the work for the non-recurring funds, please ensure that the Committee notifies our office in writing of the proposed project including the state road numbers and the mileage. The notification can be accomplished through a Request for Programming form or through a letter from you. This is necessary in order to verify the work to be accomplished is in accordance with the requirements outlined in the state law prior to funds being expended.

The South Carolina General Assembly also recently passed Proviso 84.15 as part of the SFY 2016-17 Budget which states:

"84.15. (DOT: CTC Project Expansion) Of the funds distributed to County Transportation Committees (CTC), no more than twenty percent may be utilized for ancillary initiatives that improve the areas adjacent to roads under their jurisdiction for economic development or safety purposes. Ancillary initiatives may include, but are not limited to, drainage improvements, signage, lighting, sidewalks and other safety or economic-development related projects. If a CTC expends funds pursuant to this provision, the CTC must document the anticipated results on economic development or safety relative to the project."

If the Committee would like further information or clarification on this Proviso, please feel free to contact me.

The CTC's dedication to the community is greatly appreciated. SCDOT looks forward to working with the Committee to improve the quality of transportation elements in the county. Please do not hesitate to contact me at 803-737-0230 if you have any questions or need additional information.

Sincerely,



Herbert J. Cooper, P.E.  
Local Program Administrator

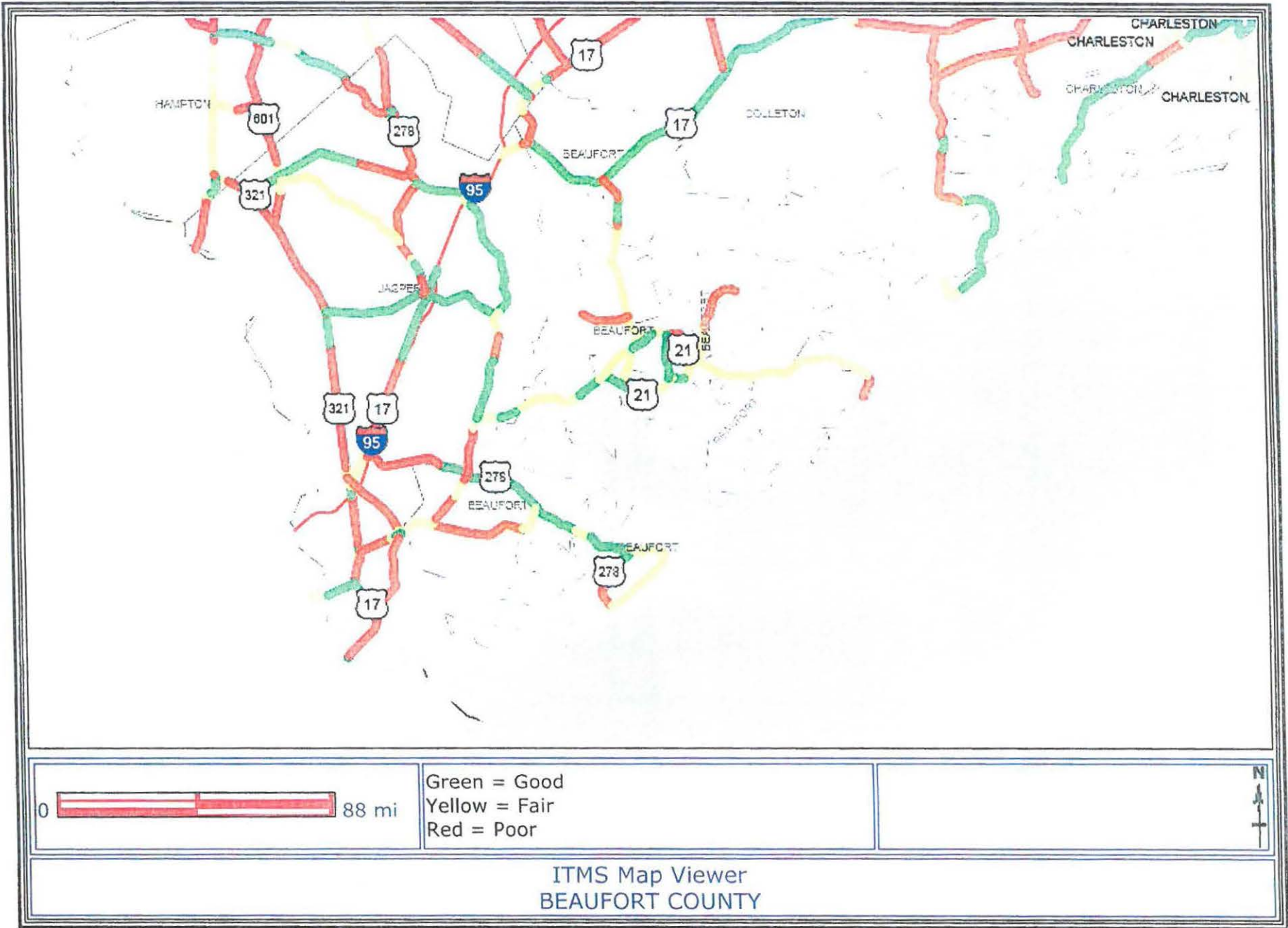
HJC:bmf  
Enclosures

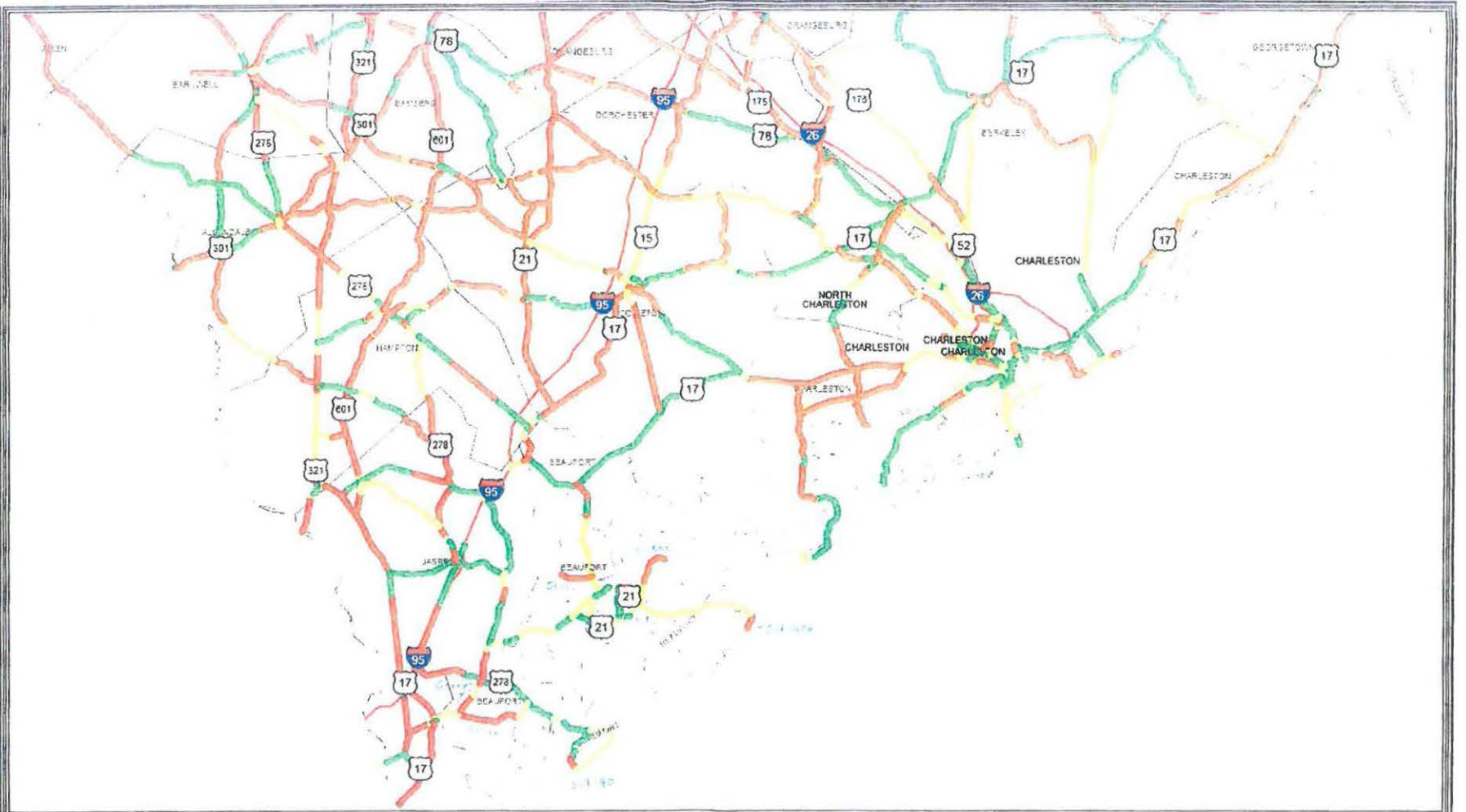
cc: Robert McFee, County Engineer  
ec: Christy A. Hall, P.E., Secretary of Transportation  
Leland Colvin, Deputy Secretary for Engineering  
Randy Young, Acting Chief Engineer for Project Delivery  
Robert T. Clark, District Six Engineering Administrator  
Brent Rewis, Lowcountry Regional Production Group Engineer  
J. Allen Hutto, Governmental Relations Officer  
File: L:\Correspondence\2016 Apportionment Letters

ProjectID	Route	BMP	EMP	Length	System	Functional Class
	Beaufort US 17 ALT N	0	2.56	2.56	ELIGIBLE	RMA
	Beaufort US 17 ALT S	0	0.12	0.12	ELIGIBLE	RMA
P028954	Beaufort US 21 N	0	0.49	0.49	ELIGIBLE	RMA
	Beaufort US 21 N	0.49	0.68	0.19	ELIGIBLE	RMA
	Beaufort US 21 N	0.68	0.8	0.12	ELIGIBLE	RMA
	Beaufort US 21 N	0.8	1	0.2	ELIGIBLE	RMA
P028642	Beaufort US 21 N	19.92	21.31	1.39	ELIGIBLE	UPA
P028698	Beaufort US 21 N	19.92	22.92	3	ELIGIBLE	UPA
	Beaufort US 21 N	25.44	25.59	0.15	ELIGIBLE	UPA
P030106	Beaufort US 21 N	25.59	26.14	0.55	ELIGIBLE	UPA
P030106	Beaufort US 21 N	26.53	26.86	0.33	ELIGIBLE	UPA
P029915	Beaufort US 21 N	35.85	37.06	1.21	ELIGIBLE	PAR
P030121	Beaufort US 21 N	35.85	37.1	1.25	ELIGIBLE	PAR
	Beaufort US 21 N	37.06	37.221	0.161	ELIGIBLE	PAR
	Beaufort US 21 N	37.221	37.72	0.499	ELIGIBLE	PAR
	Beaufort US 21 S	16.01	17.09	1.08	ELIGIBLE	UMA
	Beaufort US 21 S	30.701	30.842	0.141	ELIGIBLE	UPA
	Beaufort US 21 S	30.842	32.67	1.828	ELIGIBLE	PAR
	Beaufort US 21 S	32.67	32.92	0.25	ELIGIBLE	PAR
	Beaufort US 21 BUS N	1.65	1.79	0.14	ELIGIBLE	UMA
	Beaufort US 21 BUS N	1.79	1.93	0.14	ELIGIBLE	UMA
	Beaufort US 21 BUS N	1.93	2.16	0.23	ELIGIBLE	UMA
	Beaufort US 21 BUS N	2.16	2.43	0.27	ELIGIBLE	UMA
	Beaufort US 21 BUS N	2.43	2.78	0.35	ELIGIBLE	UMA
	Beaufort US 21 BUS N	2.78	3.26	0.48	ELIGIBLE	UMA
0036939	Beaufort US 21 BUS N	3.26	3.3	0.04	ELIGIBLE	UMA
0036939	Beaufort US 21 BUS N	4.34	4.58	0.24	ELIGIBLE	UMA
	Beaufort US 21 BUS N	4.58	5.4	0.82	ELIGIBLE	UMA
	Beaufort US 278 E	11.53	12.59	1.06	ELIGIBLE	UPA
P030121	Beaufort US 278 E	12.59	12.77	0.18	ELIGIBLE	UPA
	Beaufort US 278 E	19.72	20.05	0.33	ELIGIBLE	UPA
	Beaufort US 278 E	20.05	20.625	0.575	ELIGIBLE	UPA
	Beaufort US 278 W	11.623	11.823	0.2	ELIGIBLE	UPA
	Beaufort US 278 W	11.823	12.023	0.2	ELIGIBLE	UPA
	Beaufort US 278 W	12.023	12.17	0.147	ELIGIBLE	UPA
P029915	Beaufort US 278 W	12.17	12.608	0.438	ELIGIBLE	UPA
P029915	Beaufort US 278 W	12.77	13.7	0.93	ELIGIBLE	UPA
	Beaufort US 278 W	15.33	16.721	1.391	ELIGIBLE	UPA
	Beaufort US 278 W	16.721	18.28	1.559	ELIGIBLE	UPA
	Beaufort US 278 W	18.28	18.3	0.02	ELIGIBLE	UPA
	Beaufort US 278 W	18.3	18.421	0.121	ELIGIBLE	UPA
	Beaufort US 278 W	18.421	18.53	0.109	ELIGIBLE	UPA
	Beaufort US 278 W	19.72	20.05	0.33	ELIGIBLE	UPA
	Beaufort SC 46 E	2.348	2.8	0.452	ELIGIBLE	UMA
	Beaufort SC 46 E	2.8	6.1	3.3	ELIGIBLE	UMA
	Beaufort SC 46 E	6.1	9.1	3	ELIGIBLE	UMA



	Beaufort SC 46 W	2.027	2.141	0.114	ELIGIBLE	RMA
	Beaufort SC 116 E	0	0.4	0.4	ELIGIBLE	UC
	Beaufort SC 116 E	0.4	1.1	0.7	ELIGIBLE	UC
	Beaufort SC 116 E	3.1	3.4	0.3	ELIGIBLE	UC
	Beaufort SC 116 W	0	0.4	0.4	ELIGIBLE	UC
	Beaufort SC 116 W	3.11	3.26	0.15	ELIGIBLE	UC
	Beaufort SC 128 W	0.86	1.15	0.29	ELIGIBLE	UMA
	Beaufort SC 170 E	2.629	3.256	0.627	ELIGIBLE	RMA
	Beaufort SC 170 E	3.256	3.579	0.323	ELIGIBLE	UMA
	Beaufort SC 170 E	3.579	4.303	0.724	ELIGIBLE	RMA
	Beaufort SC 170 E	4.783	5.737	0.954	ELIGIBLE	UMA
	Beaufort SC 170 E	6.183	6.63	0.447	ELIGIBLE	UMA
P029915	Beaufort SC 170 E	6.63	6.695	0.065	ELIGIBLE	UMA
P030121	Beaufort SC 170 E	6.63	6.695	0.065	ELIGIBLE	UMA
P029915	Beaufort SC 170 E	6.695	6.94	0.245	ELIGIBLE	UPA
P030121	Beaufort SC 170 E	6.695	6.94	0.245	ELIGIBLE	UPA
P028698	Beaufort SC 170 E	7.101	7.51	0.409	ELIGIBLE	UPA
	Beaufort SC 170 E	7.51	7.595	0.085	ELIGIBLE	UPA
	Beaufort SC 170 E	7.595	7.897	0.302	ELIGIBLE	UPA
	Beaufort SC 170 E	7.897	9.485	1.588	ELIGIBLE	PAR
	Beaufort SC 170 W	2.083	2.258	0.175	ELIGIBLE	UMA
	Beaufort SC 170 W	2.258	2.496	0.238	ELIGIBLE	RMA
	Beaufort SC 170 W	6.695	6.825	0.13	ELIGIBLE	UPA
	Beaufort SC 170 W	8.996	9.485	0.489	ELIGIBLE	PAR
0042288	Beaufort SC 802 E	2.5	3.3	0.8	ELIGIBLE	UC
P028954	Beaufort SC 802 E	2.5	3.3	0.8	ELIGIBLE	UC
0042288	Beaufort SC 802 E	3.3	5.3	2	ELIGIBLE	UC
P028954	Beaufort SC 802 E	3.3	5.3	2	ELIGIBLE	UC
0042288	Beaufort SC 802 E	5.3	5.805	0.505	ELIGIBLE	UC
P028954	Beaufort SC 802 E	5.3	5.805	0.505	ELIGIBLE	UC





Green = Good  
 Yellow = Fair  
 Red = Poor



ITMS Map Viewer  
 2015 Primary Pavement Condition

**BCTC MEETING MARCH 15, 2017 – DRAFT MOTION**

**AGENDA ITEM 5A – 2017 SCDOT ROADWAY RESURFACING PROJECT SELECTION**

**Mr. McFee presented the recommended 2017 SCDOT Roadway projects which include:**

**1. Resurfacing Palmetto Bay Road, HHI 1.0 miles from Sea Pine Circle to Charles E Fraser Bridge Estimated Cost \$1.7 million**

**2. Improvements/Resurfacing to the Bridges Approaches for:**

**US 21 Chowan Creek Bridge**

**SC 170 Broad River Bridge**

**SC 170 Chechessee River Bridge**

**Estimated cost for the 3 bridge approaches is \$240,000**

**Funding for the 2017 projects would come from the 2017 nonrecurring C Fund distribution of \$1,296,700, the 2017 25% mandate from recurring C Fund deposits estimated to be \$580,000 and the remainder if needed from uncommitted project funds.**

**Motion: A motion was made by Mr. Runko and seconded by Mr. Forrest for the BCTC to approve the 2017 SCDOT Roadway projects submitted by staff. Funding would be from the 2017 Nonrecurring C Fund Distribution, 25% mandate and uncommitted project funds needed. The motion passed unanimously.**





**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 Stewart Rodman, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Josh Gruber, Deputy County Administrator *JG*  
Tom Keaveny, County Attorney

FROM: Eric Larson, PE, Division Director for Environmental Engineering & Land Management *Eric W. Larson*  
Robert McFee, PE, Division Director for Construction, Engineering & Facilities *JR McFee*

SUBJ: **McTeer Drive, St. Helena Island**

DATE: March 16, 2017

**BACKGROUND.** The Stormwater Department has been in the process of trying to alleviate drainage issues related to McTeer Drive since February 2016. A study provided by Four Waters Engineering dated June 16, 2016 determined solutions to the drainage issues. The Stormwater Department used the data provided to request drainage easements from the adjacent property owners along the ditch in June 2016 (see attached map). To date, only 7 easement requests have been granted, 5 requests were denied and 5 nonresponsive.

As a result of Hurricane Matthew, more drainage complaints were received from the community. In February 2017, follow-up letters were mailed to the property owners who had not granted easements. Many property owners scheduled a neighborhood meeting with the Stormwater Manager and their County Council representative, Paul Sommerville.

Staff research has shown that the County does not have right-of-way for that portion of McTeer Drive south of Avenue of Oaks. This limits the County's ability to make repairs to the storm drainage system within this portion of the road.

The Stormwater and Engineering Departments are recommending that the following 3 options be considered by the Public Facilities Committee.

1. Proceed with easement acquisition for the ditch to St. Helena Sound. Condemnation for the drainage system to the outfall at St. Helena Sound. Approximately \$80,000 in legal fees.
2. Proceed with condemnation of the properties adjacent to McTeer Drive to secure the right of way for McTeer Drive only from Avenue of the Oaks east to the east side of the cross line pipe and outfall ditch to St. Helena Sound. Approximately \$65,000 in legal fees.
3. Accede that McTeer Drive south of the Avenue of Oaks is a private road and discontinue any maintenance activities.

**FOR ACTION.** Public Facilities Committee meeting on March 27, 2017.

**RECOMMENDATION.** That the Public Facilities Committee discuss the County's responsibility in regards to McTeer Drive south of Avenue of Oaks and consider recommendation to County Council of one of the options listed above.



JRM/PLW/mjh

- Attachments:
- 1) Kathy McTeer Communication June 2005
  - 2) Howell, Gibson and Hughes Memo Sept. 29, 2005
  - 3) Boehm Memo Oct. 5, 2005
  - 4) Howell, Gibson and Hughes letter to Kathy McTeer Oct. 20, 2005
  - 5) Howell, Gibson and Hughes sample letter to Property owners Nov.3, 2005
  - 6) Map of Coffin Creek
  - 7) McTeer Drive Easement Status Map
  - 8) McTeer Drive Location Map



COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY PLANNING DEPARTMENT  
Multi Government Center • 100 Ribaut Road, Room 260  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Phone: (843) 470-2724 • FAX: (843) 470-2731

FILE  
~~FILE~~

June 31, 2005

Ms. Kathy A. McTeer, President  
Coffin Point Plantation Homeowners Association, Inc.  
15 Orchard Road  
St. Helena Island, South Carolina 29920

Re: Roads in Coffin Point Plantation

Dear Ms. McTeer:

Thank you for your letter regarding the above captioned subject dated June 27, 2005.

In your last paragraph you made a statement that unless you heard from me you will consider the road cut into Oakland Drive by "Shipman's Wharf" to be a moot point.

Please be advised that the Development Review Team will reserve the right to review the application for the Shipman's Warf subdivision project as submitted by the applicant. If the County determines that Oakland Drive to be a "County Road"; then, the DRT will review the project in that light. However, I will take your letter and the attachments and make them available to the County Engineer. As a member of the DRT, Mr. Klink's role is to provide guidance to the other members of the DRT on such matters as these.

Sincerely,

*Anthony J. Criscitiello*

Anthony J. Criscitiello  
Planning Director

Cc: Bob Klink, County Engineer  
Arthur Cummings, Building Official  
Hillary Austin, Zoning Administrator  
Buz Boehm, Deputy Administrator

Attachment 1

"Professionally we serve; Personally we care!"

Coffin Point Plantation Homeowners Association, Inc.  
Kathy A. McTeer, President  
15 Orchard Road  
St. Helena Island, South Carolina 29920  
843/838-3761 fax 843/838-2968  
[plantation@islc.net](mailto:plantation@islc.net)

June 27, 2005

Mr. Anthony Criscitiello  
Director of County Panning Department  
Beaufort County Government Center  
Post Office Drawer 1228  
Beaufort, South Carolina 29901

SENT BY U.S. MAIL  
and FAX  
8 PAGES

Re: ROADS IN COFFIN POINT PLANTATION      P R I V A T E

Dear Mr. Criscitiello:

I spent a very interesting morning at the Beaufort County Library. They have the minutes from the Beaufort County Council Meetings from 1888 forward! I am sure that you know what I was looking for.... The letter from Sheriff McTeer turning over all of the roads in Coffin Point Plantation to the county. What I am not sure that you know is that he DID NOT turn ALL of the roads over to the county.

Past correspondence (which is included for your reference) showed that the roads in Coffin Point Plantation were turned over to the county in 1955. The McTeer Family thought this was odd due to the fact that their father bought the Plantation in 1952 and really didn't start subdividing it until 1953.

Past correspondence of the Coffin Point Plantation Homeowners Association shows a letter from Beaufort County Public Works. L.A. Yoakum, Deputy Administrator of Public Works wrote to Mrs. W. S. Embly concerning the roads. He stated "The regular monthly meeting of the Beaufort County Board of Directors was held Tuesday, March 8, 1955. The third agenda item was roads in Coffin Point Plantation; it was requested that they be put in the County system. A motion was made and carried. The roads were added to the County system." He went on to add "This information was taken from the minutes of that meeting. The minutes were approved at their meeting on April 12, 1955. I am sure there was a letter written at that time, however, files that old are no longer available."

I am attaching a copy of the approved copy of the minutes from the MARCH 8, 1955 Regular Monthly Meeting of the BEAUFORT COUNTY BOARD OF DIRECTORS. I bring your attention to item number three:

"Mr. Russ made a motion, seconded by Mr. Shults that the following road be put in the County System: A road starting at Coffin's Point Plantation road, now in the County System, and running in a general south, south-westerly direction to

Mr. Anthony Criscitiello  
June 27, 2005  
Page Two

the beach on St. Helena Sound. A distance of approximately one mile. Motion carried.

Item number four:

After a discussion about the approximately 1000ft. of right-of-way leading from state highway no. 281 to the Hookstra property line, over property of Mrs. Dunn, Mr. Trask made a motion, seconded by Mr. Shults, that the right-of-way be purchased, at a figure of \$1,000.00, and this to come from Item 1, Roads and Bridges. Motion carried."

The road that they are referring to is the paved Coffin Point Road, turning to the right down Janette Road to the beach (one mile). The right-of-way that was purchased was from the owner of the property at the end of Coffin Point Road on the right before you turn onto Janette Road (SC HWY 198).

**NOT IN COFFIN POINT PLANTATION.**

I would like to bring your attention to the minutes from the October 8<sup>th</sup>, 1957 regular monthly meeting of the County Board of Directors. Page 95, October 8, 1957 (continued) at the bottom

"In St. Helena Township:

The road from the Southwest elbow of Scott Plantation Road, paved, to Porters' Landing. Approximately 1.7 miles.

**FROM COFFIN POINT GATE TO COFFIN POINT CREEK. APPROXIMATELY 1.8 MILES.**

There being no further business, the meeting was declared adjourned."

The entrance to Coffin Point Plantation was always referred to as "The Gate". From The Gate down the AVENUE OF OAKS, LEFT ON McTEER DRIVE IS COFFIN POINT CREEK - our measurements show 1 mile.

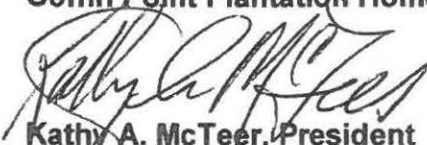
I will look forward to hearing from you. Should you have information showing otherwise, I feel that I am correct in stating that with the exception of the Avenue of Oaks and part of McTeer Drive; the roads in Coffin Point Plantation are PRIVATE.

In light of this information I will also assume unless I hear otherwise from you that the road cut into Oakland Drive by "Shipman's Wharf" is a moot issue.

**Mr. Anthony Criscitiello**  
**June 27, 2005**  
**Page three**

**Sincerely,**

**Coffin Point Plantation Homeowners Association**



**Kathy A. McTeer, President**

**Cc: Barbara Bouchard, Secretary**  
**Mr. H. C. Boehm, Jr.**  
**Mr. William L. McBride**  
**Mr. Frank Brafman**  
**Mr. Starletta Hairston**  
**Mr. Wm. Weston J. Newton**  
**Mr. Peter Lamb**  
**Mr. Gerald Dawson**  
**Mr. Mark Generales**  
**Mr. Herbert N. Glaze**  
**Mr. W. R. "Skeet" Von Harten**  
**Ms. Margaret E. Griffin**  
**Mr. Dick Stewart**  
**Ms. Hillary Austin**





**BEAUFORT COUNTY PUBLIC WORKS**

Route 8, Box 274  
Beaufort, South Carolina 29902  
846-3910

Shanklin Road  
State Road S - 7 - 86  
Burton, South Carolina

L.A. Yoakum  
Deputy Administrator

Harold B. Cordell  
Director, Central Garage

Gordon S. Crispin  
Zoning & Development  
Administrator

Arthur L. Cummings  
Director, Building Codes

Erik H. Freiesleben  
County Engineer/Surveyor

Arthur G. "Pete" Proutx  
Solid Waste Supervisor

E.M. "Nick" Russell, Jr.  
Director, Public Works

John A. Sullivan, Jr.  
Facilities & Projects  
Administrator

James C. Winn  
Director  
Buildings & Grounds

August 23, 1990

Mrs. W. S. Embly  
632 McTeer Drive  
Frogmore, S.C. 29920

Dear Mrs. Embly:

In accordance with our telephone conversation, I am sending you the requested information.

The regular monthly meeting of the Beaufort County Board of Directors was held Tuesday, March 8, 1955. The third agenda item was roads in Coffin Point Plantation, it was requested that they be put in the County system. A motion was made and carried. The roads were added to the County system.

This information was taken from the minutes of that meeting. The minutes were approved at their meeting on April 12, 1955. I am sure there was a letter written at that time, however, files that old are no longer available.

If I can be of further assistance please feel free to contact me.

Respectfully,

L.A. Yoakum  
Deputy Administrator of Public Works

LAY/sjd

*Mr. Yoakum's interpretation of the minutes could not have been further FROM THE TRUTH. For whatever his reasons were - he misled EVERYONE who read this letter!*

March 8, 1955

The Regular monthly meeting of the Beaufort County Board of Directors was held Tuesday March 8, 1955. Present were: C. S. Mitchell, Chairman; Directors Grady Russ, George Shults, John M. Trask and Fred C. Hack. Also; H. E. Attaway, Supr., W. G. Hill, Airport Manager and E. B. Sanders, Engineer.

The minutes of the regular and special meetings in February were read and after one addition were adopted. All claims presented for approval were approved.

Hon. W. B. Harvey and Mr. Echols appeared to complain that an agreement between the County Board and Mr. W. B. Preacher had not been carried out. Mr. Harvey petitioned the Board of Directors to require Mr. Preacher to carry out his agreement, as per minutes of Sept. 1950, to comply with the statute regarding the cattle-guard gate and the width of right-of-way.

Hon. Calhoun Thomas, County Attorney, was called in to advise the Board how to proceed to require Mr. Preacher to meet the terms of his agreement. Mr. Thomas was requested to write to Mr. Preacher and recite the excerpt from the minutes of Sept. 1950, and remind him of his agreement.

Mr. Russ made a motion, seconded by Mr. Shults that the following road be put in the County System: A road starting at Coffin's Point Plantation road, now in the County System, and running in a general south, south-westerly direction to the beach on St. Helena Sound. A distance of approximately one mile. Motion carried.

After a discussion about the approximately 1000ft. of right-of-way leading from state highway no. 281 to the Heekstra property line, over property of Mrs. Dunn, Mr. Trask made a motion, seconded by Mr. Shults, that the right-of-way be purchased, at a figure of \$1,000.00, and this to come from Item 1, Roads and Bridges. Motion carried.

Bids on Drag Line were received. Mr. Trask made a motion, seconded by Mr. Shults, that a committee composed of Mr. Attaway, Mr. Russ and Mr. Sanders take the bids under advisement, and report their findings to the Board at a special meeting to be held March 14. Motion carried.

Mr. Mitchell asked Mr. Trask to get the information about the 2 1/2-50% relative to personal property from the Delegation and relay it to Hunnicutt and Associates.

Mr. Trask asked Mr. Attaway to find out if the Bray's Island Road had ever been put in ~~the County System~~ to a Public System.

The deficit in the Special Projects Program was discussed at length.

Mr. Russ made a motion, seconded by Mr. Shults, that the door to the Clerk of Court's office be fixed. Motion carried, and the Supervisor was instructed to get this done.

Mr. Trask made a motion, seconded by Mr. Shults, that Mr. McFuer, Jailor, be allowed to purchase an engine for a car now being used by the Jail. Motion carried.

Mr. Trask made a motion, seconded by Mr. Russ, that the streets in Silver Park Subdivision (Jack Pollitzer), description attached to plat in office safe, be put in the County System. Motion carried.

There being no further business, the meeting was declared adjourned.

APPROVED: April 12, 1955

*Claire W. Attaway*  
Claire W. Attaway, Secretary

October 8, 1957

The regular monthly meeting of the County Board of Directors was held Tuesday, October 8th, at 10 A. M.

Present were: John M. Trask, Chairman; Directors Grady Russ, Fred C. Hack, Joe Y. Pitts, and E. B. Mitchell. Also, H. B. Attaway, Supervisor.

All claims were approved for payment.

The minutes of the meeting September 10th 1957 were read. Mr. Russ made a motion, seconded by Mr. Mitchell, that the minutes be adopted as read. Motion carried.

There was some discussion about the requests made to the Legislative Delegation at the joint meeting September 10th. No reply having been received from the Delegation, the clerk was instructed to remind the Delegation of the requests, and to ask for a reply by the time of the November meeting.

A letter from Mrs. M. T. Abel of Bluffton, S. C. was read and discussed. Mr. Mitchell made a motion, seconded by Mr. Russ, that the County Attorney be requested to write Mr. and Mrs. Abel to desist from putting obstructions in the public road extending through their property. Motion carried.

A letter was read from Mrs. Agnes Crawford protesting her property valuations at Hunting Island State Park. The clerk was instructed to acknowledge the letter and place it in the Complaints File for the maintenance crew.

Damage to the Lady's Island Airstrip caused by hog rooting, was reported by Mr. Hill and Mr. Russ. After some discussion, Mr. Russ made a motion, seconded by Mr. Pitts, that the airport be fenced. Motion carried, and the Supervisor was asked to get this done as soon as practicable.

The Re-evaluation Maintenance program for 1958 was brought up for consideration. A motion was made by Mr. Pitts, seconded by Mr. Russ, that Humicutt and Associates be notified to have their Maintenance Crew present at the regular meeting of the Board of Directors in January, and for the crew to be prepared to go to work immediately thereafter. Motion carried.

Mr. Slane and Mr. McCarthy appeared to ask the Board if the Supervisor's crew could clear off a Lot owned by the American Legion, which Lot is to be used for a Public Picnic Area. Mr. Trask told the gentlemen that their request would be taken under consideration. Mr. Attaway was told to make an investigation into what clearing the lot would cost etc. and report to the Board.

Mr. Ed Pike came in to make several requests. He asked permission for an interested group to complete the Hangar at the Lady's Island Airstrip. Mr. Mitchell made a motion, seconded by Mr. Pitts that permission be granted provided the Hangar was constructed to comply with Civil Aeronautics regulations. Motion carried.

The supervisor was given permission to get bids for a new car for his use, bids to be opened Nov. 12th.

Mr. Mitchell made a motion that the paved roads (below) listed by the supervisor into plats attached be given to the Legislature Delegation with recommendation that they be put into the State Highway system. Mr. Hack seconded the motion and it carried.



*Costs including Road 1.7  
1.8*

October 5, 1957  
(continued)

Mr. Pitts made a motion, seconded by Mr. Mitchell that the following roads be taken into the County System - *a road*

In Beaufort Township, ~~the Morrall Circle Road~~, from Northeast elbow of paved circle in Northerly direction to Southern boundary of Spanish Point Sub-division.

In St. Helena Township

The road from the Southwest elbow of Scott Plantation Road, paved, to Porter's Landing. Approximately 1.7 miles.

**From Coffin Point Gate to Coffin Point Creek. Approximately 1.8 miles.**

There being no further business, the meeting was declared adjourned.

APPROVED November 12, 1957

*Claire W. Attaway*  
Claire W. Attaway, Secretary

*John M. Trask*  
John M. Trask, Chairman

Kathy McTeer Quoted, "From Coffin Point Gate to Coffin Point Creek Approximately 1.8 Miles."  
Her copy is difficult to read, but attached on next page.



October 2, 1957  
(continued)

... with a motion, recorded by Mr. Mitchell that the following roads  
to the County System: ...  
... the horrible circle road, from Northeast elbow of  
... in northerly direction to Southern boundary of Coffin Point  
...

... and Township:

... from the Southwest elbow of Scott Plantation Road, grade, to  
... approximately 1.7 miles.

... Coffin Point Gate to Coffin Point Creek. Approximately 1.8 miles.

There being no further business, the meeting was declared adjourned.

at 10:30 November 12, 1957

*Clare W. Attaway*  
Clare W. Attaway, Secretary

*John M. Trask*  
John M. Trask, Chairman

FROM COFFIN POINT GATE TO COFFIN  
POINT CREEK. Approximately 1.8 miles.

October 1, 1957  
(continued)

Item 1

All gravel roads on Little Island, starting at State Route 411 and ending at the corner line and River Fish Co. Cooler Factory. Approximately .30 miles.

Item 2

All gravel roads in and around a group of houses known as Ben Island Apartments, near Park Royal, as shown in red on plot of same attached. Approximately 1.30 miles.

Item 3

All gravel roads in and around houses in red on plot of same attached, (in lot of 13 acres). Approximately .40 miles.

Item 4

All gravel roads in and around 13 houses on Road, (known as Long Oaks Park) marked in red as shown on plot of same attached. Approximately .70 miles.

Item 5

All gravel roads in Beverly Park area as shown in red on plot attached.

Item 6

All gravel roads in E. L. Park area, (known as Holt Village) as shown in red on plot of same attached. Approximately 1.00 miles.

Item 7

Gravel roads in and around houses in red on plot attached. Approximately 1.00 miles.

Item 8

All gravel roads in and around houses in red on plot attached, (in lot of 13 acres). Approximately .40 miles.

Item 9

All gravel roads in and around houses in red on plot attached. Approximately .40 miles.

Item 10

All gravel roads in and around houses in red on plot attached. Approximately .40 miles.

Item 11

All gravel roads in and around houses in red on plot attached, (in lot of 13 acres). Approximately .40 miles.



HOWELL, GIBSON AND HUGHES, P.A.  
ATTORNEYS AT LAW  
Post Office Box 40  
Beaufort, South Carolina 29901-0040

JAMES S. GIBSON, JR.  
STEPHEN P. HUGHES  
PATRICK M. HIGGINS  
ROBERT W. ACHURCH III  
DAVID S. BLACK

MARY BASS LOHR  
THOMAS A. BENDLE, JR.

25 RUE DU BOIS  
LADY'S ISLAND  
BEAUFORT, SOUTH CAROLINA 29907

TELEPHONE: 843 - 522-2400  
FAX NUMBER: 843 - 522-2429  
E-Mail: hghpa@islc.net  
WRITER'S DIRECT: 843 - 522-2409

September 29, 2005

Mr. Eric Klatt  
Beaufort County Engineering Department  
Post Office Box 1228  
Beaufort, SC 29901

Re: Ownership of Oakland Drive  
Our File No.: 3236 JSG

Dear Eric:

Per your request, I have done some legal research on prescriptive easements, in an effort to determine ownership or potential rights in interest to Oakland Drive. As you are aware, the title work that we received turned up two quit claim deeds that are out from the McTeer Trust in to the Home Owners Association. There is nothing that suggests that the County has any ownership rights to the road within the title work. You have asked however, whether the County could potentially claim a prescriptive easement along Oakland Drive. I do not believe that the County would be successful in arguing the elemental requirements of such an easement.

To establish a prescriptive easement, one must show: (1) continued use for 20 years, (2) the identity of the thing enjoyed, and (3) use which is adverse or under a claim of right. While certainly the County has used and/or maintained the road for over the requisite twenty years, I am unaware of any evidence that suggests that the use was adverse to the interests of the HOA. I am also unaware of any claim of right that the County has had to the road for a twenty-year period. Although the County has been maintaining the road for quite some time, maintenance alone does not infer or suggest an intent to own.

My understanding is that County records indicate that Janette Drive, Avenue of Oaks, and McTeer Drive were placed within the County inventory in 1955 and 1957, respectively. It could be argued that by doing so, the County claimed a right to these three roads from that point forward. However, there is nothing to indicate that the County "claimed a right" to Oakland Drive prior to 1990 when Mr.

Attachment #2

C  
O  
P  
Y

Yoakum stated in a letter that the County had placed the nine roads at Coffin Point in to the County system. It is questionable that a right to Oakland Drive was even claimed in 1990 as the information contained in the letter written by Mr. Yoakum was apparently incorrect. In addition, if a claim of right could be established from Mr. Yoakum's letter, the twenty-year time period would not have been met for a prescriptive easement.

While I believe that it would be hard for the County to establish that they have an easement along Oakland Drive by prescription, there is case law that may suggest that an implied dedication was given by the HOA to the County. I would point out that a direct dedication has obviously not been given to the County by the HOA. An implied dedication exists when there has been a long, uninterrupted use by the public along a roadway, and "improvements" have been made either by the public at large or through a local government, with the landowner having knowledge of said use and improvements without objection. All of the issues that would be involved in making this determination would be considered questions of fact that only a judge or jury could decide. In other words, whether an implied dedication exists is not a black and white legal issue.

In summary, I do not believe that the County can claim a prescriptive easement to Oakland Drive. This is regardless of the number of years it has been maintained by same and the continued use by the public and/or the County. The Courts have stated that a prescriptive easement can not be established merely through permissive use, even if said use was adverse to the property owners. While it could be argued that an implied dedication was given, the chances of succeeding with such an argument are about 50/50.

I hope that you find this information helpful. Please contact me should you have any questions or concerns regarding same.

With kindest regards, I am

Yours truly,

HOWELL, GIBSON AND HUGHES, P.A.

Thomas A. Bendle, Jr.

TAB/bg

cc: Mr. H. C. Boehm, Jr.

C  
O  
P  
Y





MEMORANDUM

October 5, 2005

To: Gary Kubic , County Administrator *OK GTK*

From: H. C. Boehm, Jr., Deputy Administrator, Public Services / Land Management Depts *HCBjr 05/20/05*

Subj: Ownership of the Roads in the Coffin Point Subdivision

1. Attached are the results of the title search for Coffin Point roads and correspondence from Tab Bendle (Howell, Gibson and Hughes, P.A.), which outlines his legal research (at my request) of "prescriptive easements". This research was requested in order to more correctly identify ownership of the roads in the Coffin Point Subdivision, specifically, Oakland Drive. FYI, Coffin Point Subdivision is located on St. Helena Island.

2. After careful review of Mr. Bendle's legal research, I must recommend that we turn the following roads back over to the Coffin Point Home Owners Association (HOA), and immediately cease any and all maintenance of said roads. This is what the residents of Coffin Point Subdivision and members of the Home Owners Association have requested. For the sake of clarification, the roads the County would turn back over to the Coffin Point HOA are:

- Oakland Drive
- Janette Drive
- Avenue of the Oaks
- McTeer Drive

All of the roads listed above are located in the Coffin Point Subdivision.

3. This action, however, will jeopardize the approval of a Development Permit request for a high-end subdivision, "Shipman's Wharf". (Mr. McBride has been made aware of the situation.)

4. For your concurrence.  yes  no

Respectfully submitted.

H. C. Boehm, Jr.  
Deputy Administrator

HCBjr/cvs

Attachments

cc: William McBride, Beaufort County Council  
Sue Rainey, Clerk to Council  
Development Review Team (DRT)  
Eddie Bellamy, Public Works Director  
Thomas A. Bendle, Jr., Esquire, Howell, Gibson & Hughes, P.A.

*Attachment #3*



**FAXED**

11/21/05 AM  
DAT members  
Eddie & Eric

**HOWELL, GIBSON AND HUGHES, P.A.**  
ATTORNEYS AT LAW  
Post Office Box 40  
Beaufort, South Carolina 29901-0040



JAMES S. GIBSON, JR.  
STEPHEN P. HUGHES  
PATRICK M. HIGGINS  
ROBERT W. ACHURCH III  
DAVID S. BLACK

MARY BASS LOHR  
THOMAS A. BENDLE, JR.

TELEPHONE: 843 - 522-2400  
FAX NUMBER: 843 - 522-2429  
E-Mail: hghpa@islc.net  
WRITER'S DIRECT: 843 - 522-2409

October 20, 2005

Ms. Kathy McTeer, President  
Coffin Point Home Owners Association  
15 Orchard Road  
St. Helena Island, SC 29920

Re: **County Maintenance of Coffin Point Roads**  
Our File No.: 3236-03 JSG

Dear Ms. McTeer:

Please be advised that this firm has been asked by Beaufort County's Engineering Department to perform a title search and make a determination as to whether the County has any legal rights or claims of ownership to certain roads located within Coffin Point. Specifically, the roads that are in question include **Ingling Road, Oakland Road, Orchard Road, Saltwind Way, Sea Pines Drive, Spanish Oak Avenue, and West Cedar Road.** We are now in receipt of said title work and have determined that the roads were never expressly dedicated nor deeded by plat or otherwise to Beaufort County. As such, Beaufort County does not have any ownership interests in these seven roads, nor are they claiming any rights of ownership to these roads.

As you are aware, Beaufort County may have provided maintenance services in the past on and along some, if not all, of the roads aforementioned. However, the County has never claimed any rights of ownership to the roads and firmly believes that rights have not been acquired through adverse possession, i.e. a prescriptive easement, or by dedication, expressly or impliedly.

As it is the County's position that no rights of ownership exist with these seven roads, please be advised that the County intends to cease all maintenance of these seven roads, effective immediately. We thank you for your attention to this matter and if you should have any further questions or concerns, please do not hesitate to contact me.

Attachment #4

COPY

With kindest regards, I am

Yours truly,

HOWELL, GIBSON AND HUGHES, P.A.

Thomas A. Bendle, Jr.

TAB/bg

cc: Mr. H. C. Boehm, Jr.  
Mr. Gary T. Kubic  
Mr. Eric Klatt

C  
O  
P  
Y



Example -  
letters went to all  
property owners,

HOWELL, GIBSON AND HUGHES, P.A.  
ATTORNEYS AT LAW  
Post Office Box 40  
Beaufort, South Carolina 29901-0040

JAMES S. GIBSON, JR.  
STEPHEN P. HUGHES  
PATRICK M. HIGGINS  
ROBERT W. ACHURCH III  
DAVID S. BLACK

MARY BASS LOHR  
THOMAS A. BENDLE, JR.

25 RUE DU BOIS  
LADY'S ISLAND  
BEAUFORT, SOUTH CAROLINA 29907

TELEPHONE: 843 - 522-2400  
FAX NUMBER: 843 - 522-2429  
E-Mail: hghpa@islc.net  
WRITER'S DIRECT: 843 - 522-2409

November 3, 2005

Mr. Clark R. Arrington  
82 Avenue of Oaks  
St. Helena, SC 29920

Re: Coffin Point Plantation  
Our File No.: 9869 TAB

Dear Mr. Arrington:

Please be advised that this firm has been asked by Beaufort County's Engineering Department to perform a title search and make a determination as to whether the County has any legal rights or claims of ownership to certain roads located within Coffin Point. Specifically, the roads that are in question include Ingling Road, Oakland Road, Orchard Road, Saltwind Way, Spanish Oak Avenue, and West Cedar Road. We are now in receipt of said title work and have determined that the roads were never expressly dedicated nor deeded by plat or otherwise to Beaufort County. As such, Beaufort County does not have any ownership interests in these seven roads, nor are they claiming any rights of ownership to these roads.

As you are aware, Beaufort County may have provided maintenance services in the past on and along some, if not all, of the roads aforementioned. However, the County has never claimed any rights of ownership to the roads and firmly believes that rights have not been acquired through adverse possession, i.e. a prescriptive easement, or by dedication, expressly or impliedly.

As it is the County's position that no rights of ownership exist with these seven roads, please be advised that the County intends to cease all maintenance of these six roads, effective immediately. We thank you for your attention to this matter.

Attachment #5

With kindest regards, I am

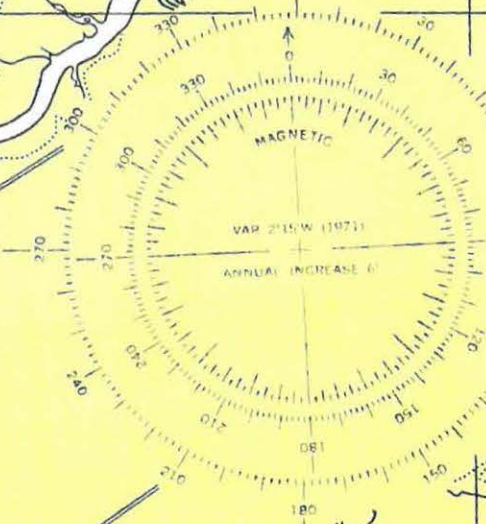
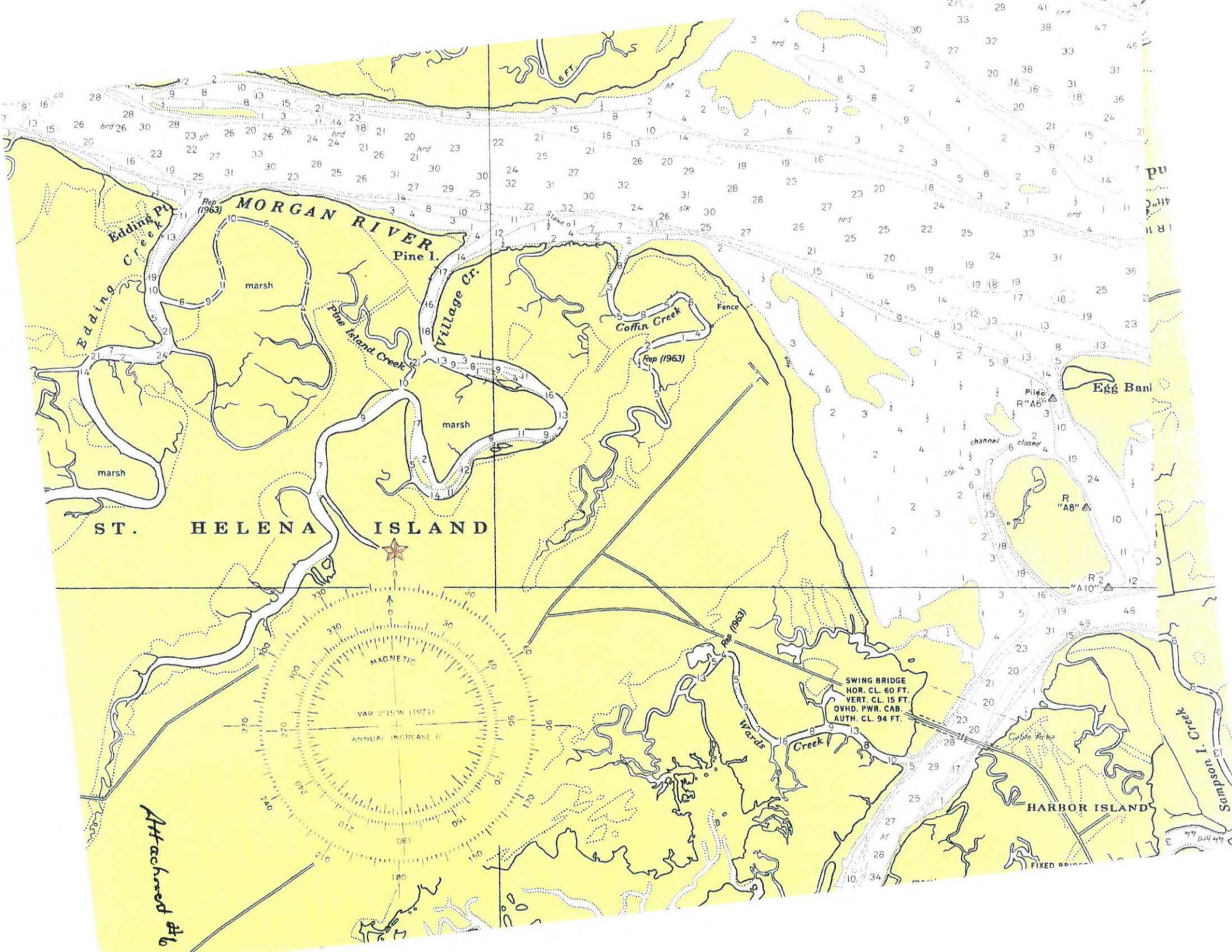
Yours truly,

HOWELL, GIBSON AND HUGHES, P.A.

Thomas A. Bendle, Jr.

TAB/bg





SWING BRIDGE  
HOR. CL. 60 FT.  
VERT. CL. 15 FT.  
OVHD. PWR. CAB.  
AUTH. CL. 94 FT.

Attached #16









Attachment # 8

# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Daufuskie Island Council - Recommendation  
Date Submitted: March 27, 2017  
Submitted By: Stu Rodman  
Venue: Public Facilities Committee



Topic: Daufuskie Island Council - Recommendation

Date Submitted: March 27, 2017

Submitted By: Stu Rodman

Venue: Public Facilities Committee

**TO:** Beaufort County Council's Public Facilities Committee  
Mr. Thomas Keaveny, II

**FROM:** Daufuskie Island Council

**RE:** Recommendations on Nighttime Use of Carts on Daufuskie Island

**DATE:** March 27, 2017

The Daufuskie Island Council appreciates the County Council's decision to send the proposed ordinance relating to nighttime use of golf carts on our island back to the Public Facilities Committee for further review. Following that action, a group of Daufuskie residents and rental cart providers met as a focus group to review this issue. The Daufuskie Island Council has reviewed that group's recommendations, and supports its findings.

In addition, our Council commits to conducting a thorough review of the new requirements one year after the effective date of the ordinance. Following that review, we will issue a report to the County Council that may include recommendations for additional safety enhancements.

We have several additional observations to share with your committee.

#### Unique Nature of Daufuskie

As several of you noted at your March 13th Council meeting, the use of golf carts on Daufuskie is indeed different from any other Beaufort County community. The vast majority of our residents use golf carts as a primary mode of transportation, and we do not believe that the Daufuskie ordinance should necessarily be used as a template for other communities.

#### Terminology

The ordinance as written pertains to "Golf Carts" only. On Daufuskie low speed vehicles are employed for a host of uses other than golf. Residents use GEM Cars, All Terrain Vehicles (ATVs), etc., as well as cart vehicles (Electric and Gas) for touring and vacation guest transportation. It may be more appropriate to target the ordinance to "low speed community vehicles" defined as any vehicle whose top speed is equal to or greater than 15 miles per hour but not greater than 25 miles per hour.

#### Rental Cart Providers

The original ordinance appears to be written with just personal carts in mind. It's important to remember, however, that most visitors coming to Daufuskie are cart

renters, and that the island companies that own and/or lease carts for rental purposes have special circumstances that should be taken into consideration.

As examples, not all upgrades would be allowed by leasing companies. There is also the question of who is legally responsible when a cart renter does not report a malfunctioning safety feature (such as a broken taillight) nor complies with safe cart use practices such as not sitting on laps. We ask for clarification on these questions.

Finally, implementing all of the original ordinance's safety features would impose a severe cost on the rental companies. As one cart provider said, "This ordinance would make my entire fleet of carts obsolete overnight."

### Costs

The work document sent to us by Councilman Rodman includes estimated costs for most of the safety equipment included in the original ordinance. However, these costs do NOT include the labor costs most residents would have to incur to retrofit carts with these parts, and in some cases those labor costs would meet or exceed the cost of the parts themselves. Island Carts & Services (a Daufuskie-based company) is developing estimates for installing these safety requirements, including labor costs and shipping costs, and we will provide those figures to your committee as soon as they are available.

In addition, passage of the original ordinance would require retrofits for almost every cart on the island. Cart repair services are already in short supply on the island, and to satisfy all these new requirements would almost certainly necessitate barging many carts off the island for that service work.

Both the community focus group and the DI Council believe that it is most important that carts have adequate lighting at night, and therefore strongly support functioning head and tail lights. Reflectors were also supported. Other proposed features, such as the strobe light and stop bar lights, were not determined to be necessary for our island circumstances, and in some cases (especially the strobe light) may actually cause result in a safety hazard.

### Implementation and Penalties

An island education process for the requirements in the final ordinance will be necessary in order to achieve maximum compliance, and we would suggest a 60 or 90 day implementation period versus 30 days. We also recommend that the penalty for non-compliance not include jail time.

Thank you for your consideration of our views on this matter, and we do appreciate your efforts to legalize nighttime driving on Daufuskie Island.

Attachments:

- Excel Work Document Requested by Councilman Rodman
- Document summarizing the findings on nighttime use of golf carts by the March 22nd Daufuskie focus group.

Topic: Daufuskie Community Focus Group - Comments  
Date Submitted: March 27, 2017  
Submitted By: Stu Rodman  
Venue: Public Facilities Committee

Topic: Daufuskie Community Focus Group - Comments  
Date Submitted: March 27, 2017  
Submitted By: Stu Rodman  
Venue: Public Facilities Committee

**Beaufort County Nighttime Use of Carts on Daufuskie Island  
Comments/Input by Daufuskie Community Focus Group  
March 22, 2017**

**Color Code**

Current language that was found acceptable in blue

Suggested new language in green

~~Language suggestion for deletion in red and crossed out.~~

Questions/Comments in purple

ORDINANCE 2017 / \_\_\_\_\_

**AN ORDINANCE REGULATING THE OPERATION OF GOLF CARTS ON PUBLIC STREETS AND SECONDARY HIGHWAYS IN THE UNINCORPORATED PORTIONS OF BEAUFORT COUNTY**

WHEREAS, Act 246 of 2016 authorizes a County which meets certain criteria as set forth therein, and in which a barrier island is located, to enact an ordinance allowing for the operation of golf carts at night on designated portions of the County; and

WHEREAS, Beaufort County satisfies the criteria set forth in Act 246 of 2016 and Daufuskie Island, which is located in Beaufort County, is recognized by the State of South Carolina as a barrier island; and

WHEREAS, Beaufort County recognizes golf carts are the primary mode of transportation on Daufuskie Island during daylight hours, has examined the possibility of extending their use to nighttime, has concluded such an extension is reasonable, appropriate and in the best interest of residents and visitors to Daufuskie Island given the unique characteristics of the island; and

WHEREAS, Beaufort County has not, heretofore, enacted an Ordinance regulating the operation of golf carts on public streets and secondary highways in the unincorporated portions of the County and has concluded that adoption of such an Ordinance is in the best interest of its citizens and residents.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that the following Ordinance is hereby adopted and will be added to Beaufort County's Code of Ordinances, Chapter 70 – Traffic and Vehicles as Article IV. Operations of Golf Carts.**

**Chapter 70 – TRAFFIC AND VEHICLES ARTICLE IV. – OPERATION OF GOLF CARTS Sec. 70-100. – Purpose and Intent.**

The purpose of this Ordinance is to provide for the lawful, restrictive operation and use of permitted golf carts (see S.C. Code Ann. § 56-2-105) on the public streets and secondary highways designated herein by persons authorized by state law to operate such vehicles. This Ordinance shall not be construed or interpreted to authorize the operation or use of any golf cart on public streets, roads and secondary highways in unincorporated portions of Beaufort County which is not otherwise authorized by state law or County Ordinance.

**Sec. 70-101. – Operation of Golf Carts Generally.**

Operation of golf carts in unincorporated portions of Beaufort County shall, at all times, be in accordance with this Ordinance and S.C. Code Ann § 56-2-105.

**Sec. 70-102. Operation of Permitted Golf Carts at Night.**

Operation of permitted golf carts at night by authorized persons shall be permissible in those portions of the County designated below and subject to the provisions set forth herein.

**(a) Permitted Locations of Operations.** Permitted golf carts may be operated on the public streets and secondary highways at night in the following portions of Beaufort County:

**(1) Daufuskiel Island**

**(i) all roads.**

**(b) Operation.** All operators of golf carts at night:

**(1) Shall possess, and be in possession of, a valid driver's license;**

**Page 2 of 6**

**(2) Shall abide by all traffic regulations applicable to vehicular traffic;**

**(3) Shall not allow an unlicensed person to operate a golf cart;**



(4) Shall not exceed the seating capacity of the golf carts assigned by the manufacturer;

(5) Shall remain seated at all times the golf cart is in motion and ensure that all passengers remain seated when the golf cart is in motion;

(6) Shall not allow passengers to sit on the lap of other passengers;

(7) Shall not drive or park a golf cart on sidewalks, rights-of-way or any other location on which a motor vehicle cannot be operated. **Probably not necessary on Daufuskie but no one cared if this stayed.**

(c) Required Equipment. The purpose of this standard is to ensure that golf carts which are operated at night on the public streets and secondary highways of the County are equipped with the minimum equipment necessary for vehicle safety. All golf carts which are operated at night shall be equipped with the following equipment:

(1) **Reflex** Reflectors: one red on each side as far to the rear as practicable; **It was felt that this is a good safety feature at night. Clip ons should be acceptable, because leasing companies won't want to have these affixed to a cart. No one sure what "reflex" meant; so deleted it.**

(2) **Two** An operating headlight **or headlights** in the front of the vehicle (one on each side of the vehicle) both of which are visible at a distance of 500 feet; **Some carts, e.g., the Club Car Precedent, have a single headlight bar**

(3) **Two operating tail lights and brake lights** on the back of the vehicle (one on each side of the vehicle) both of which are visible at a distance of 500 feet; **Brake lights are not standard on most carts; to install would require an upgrade kit; price varies widely depending on type of cart. The group did feel that cart owners should be encouraged to include this feature whenever possible.**

~~(4) Front and rear turn signals which are visible at a distance of 500 feet;~~ 75 percent of Historic District carts don't have turn signals. Rental companies report that turn signal arms constantly break. It was not felt these are necessary on Daufuskie.

~~(5) Flashing amber strobe light affixed to the exterior surface of the golf cart roof which shall be active whenever headlights are on;~~

Strong opposition to strobe lights; There were comments that a collection of carts driving down the road with strobe lights would actually be a safety hazard;

disliked by residents in nearby houses, potentially be problematic for people with seizure disorders, and simply not necessary.

**(6) Footbrakes;**

~~(7) A high-mounted stop bar whose centerline (when the vehicle is viewed from the rear) is centered between right and left sides of the vehicle and visible at a distance of 500 feet;~~

Headlights, tail lights, and reflectors are sufficient.

~~(8) A Horn~~ Not included on most Historic District carts and not considered essential. However, there were comments that this would be a useful accessory for alerting tourists stopped in the middle of the road that they should pull over.

~~(9) An exterior mirror mounted on the driver's side and either an exterior mirror mounted on the passenger side of the vehicle or an interior mirror;~~ **A rear view mirror.** It was noted that side mirrors often break after prolonged cart use on Daufuskie's dirt roads.

**(10) An acrylic windshield pre-manufactured for use on golf carts**

Would like to know purpose of this...What about windshields that fold down leaving nothing in the top half? How about carts that come with a one piece glass windshield? (Many GEM carts come with one piece glass windshields.) is there a safety reason we don't know about? Why is this a nighttime issue?

**(11) A vehicle identification number or serial number**

Not unanimous decision on this point. Most thought it would be ok, and helpful when a cart has been stolen. A cart repair person said that ID stickers on the older carts can peel off. Two people felt strongly that because there was no legitimate safety reason for this, and also because it isn't applicable for just night driving, it should be left off.

**(12) A parking brake;**

~~(13) DOT approved tires;~~ Not necessary and a considerable expense to replace current tires, considering both parts, shipment of tires to Daufuskie, and labor to install. Why is this a nighttime issue?

~~(14) Safety belts for each occupant.~~ 95 percent of carts in historic district would have to have these installed, and the majority of rental carts. For the few carts that have them, they are seldom used. Why is this a nighttime issue?

**(d) Maintenance of Safety Equipment.** The registered owner of a permitted golf

cart shall be responsible for ensuring the safety equipment required herein is properly functioning. We would like to ask the county attorney if a cart owner or cart rental company that leases a cart is responsible if there is a malfunction of a feature while being rented, and owner has no reasonable way of knowing about the malfunction.

Sec. 70-103. – Reserved

~~Sec. 70-104. – Parking.~~

~~Golf carts shall, when parked in public parking spaces, be parked in a manner that will allow the use of the parking space by another golf cart. Golf carts shall be parked side by side or in another fashion which allows each golf cart to leave the space when desired. Identified handicapped parking spaces may be used by golf carts complying with the law for the use of these spaces by vehicles. Not necessary on Daufuskie. Why is this a nighttime issue?~~

Sec. 70-105. – Penalty.

Any person who violates this section shall be guilty of a misdemeanor punishable by a fine not to exceed Five Hundred Dollars (\$500.00) or thirty (30) days in jail. Each day that any violation of this section is violated constitutes a separate offense and the violator shall be fined accordingly plus court costs. This seems excessive....can this be lessened? Can jail term be eliminated? Will the fact that there are fewer requirements lessen this offense?

Sec. 70-106. – Conflict of Law.

In the event this Ordinance conflicts with any other ordinance of Beaufort County or other applicable law, the more restrictive shall apply.

Page 4 of 6

Sec. 70-107. – Severability.

Should any portion or part of this Ordinance be found invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof and all valid portions hereof shall remain in full force and effect.

Sec. 70-108. – Liability.

Nothing herein is intended to be, nor shall it be, construed as a representation,

opinion, claim, warranty or guarantee that operating any particular golf cart on any street, road or secondary highway is safe, advisable, or that any particular person is competent to so operate such a vehicle. Therefore, Beaufort County, its Council Members, the Sheriff and Beaufort County employees will assume no liability when a golf cart permit is issued. Beaufort County disclaims liability for personal injury, death, property damage and other losses caused or alleged to be caused or incurred by any person due to, or alleged to be due to, the operation of a golf cart on a street, road or secondary highway in the unincorporated portions of the County. Anyone who operates a golf cart and all persons who are passengers in such golf carts shall be deemed to have waived any claim, including but not limited to, property damage, bodily injury or death against the county or its agents for its legislative decision to permit nighttime operations of golf carts.

70-109. - Effective Date.

This Ordinance shall take effect ~~thirty (30) days~~ after being approved by County Council. Consensus was the more time was needed for community to be educated about new requirements and to make adjustments, especially given logistical challenges. Would prefer the effective date to be 90-120 days.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_ D. Paul Sommerville, Chairman

Page 5 of 6

APPROVED AS TO FORM:

\_\_\_\_\_ Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_ Ashley M. Bennett, Clerk to Council

Topic: Spreadsheet / Daufuskie Island Golf Cart Ordinance  
Date Submitted: March 27, 2017  
Submitted By: Stu Rodman  
Venue: Public Facilities Committee



**Daufuskie Island Nighttime Golf Cart Ordinance**  
**3/17/17**

State Statute	Nighttime Feature	BC Draft Ordinance	Sheriff Tanner	D.I. Council
Daylight Unlimited	Hours of Operation Weather Conditions	Nighttime Unlimited	Nighttime	Nighttime Unlimited
STD	Vehicle ID or Serial Number			
STD	Footbrakes			x
STD	Parking Brake			x
x	Liability insurance			x
x	DMV Registration & Decal			x
x	Head Lights			x
x	Taillights			x
Cost				
	Drivers License	x		x
25	Driverside Exterior Mirror	25		
50	Flashing Roof Light	50		
50	High Mounted Stop / Light Bar	50		
50	Horn	50		
100	Turn Signals	100		
100	Acrylic Windshield	100		
30	Seat Belt fo Each Occupant	120		
200	DOT Tires	200		
		695	0	0

Topic: Spreadsheet / Daufuskie Island Golf Cart Ordinance  
Date Submitted: March 27, 2017  
Submitted By: Stu Rodman  
Venue: Public Facilities Committee

Topic: Income /. Repairs Paid - Marshside Mamas  
Date Submitted: March 27, 2017  
Submitted By: Laura Winholt  
Venue: Public Facilities Committee

2016 Rental Income	
Total Paid monthly	\$4,800
Repairs Paid by Marshside Mamas	\$2,850
Total	\$7,650
Credit	\$450

Topic: Income /. Repairs Paid - Marshside Mamas  
Date Submitted: March 27, 2017  
Submitted By: Laura Winholt  
Venue: Public Facilities Committee

**Building Repairs paid by Marshside Mamas**

Sparky Duncan	\$267
Tyler Gerow and Corey Holawchoy	\$1,200
Ron Jones	\$157.97
Store and Kitchen repairs	\$800
Pat Simoneaux	\$400
Markes Heating and cooling	\$603
Robert Hunter	\$400
Lowe's	\$388
Jeff Winholt	\$235
Restaurant and Building Improvements	\$2,412
CO-OP Thanksgiving	\$468.44
Birchwood Holdings	\$648
James Mahaffey	\$213
James Mahaffey	\$615
James Mahaffey	\$510
JM Creations	\$1,537.25
JM Creations	\$607.33
JM Creations	\$1,335.00
Degler Waste	\$1,200
Degler Waste	\$1,300
C. Anderson A.	\$400
Ron Jones	\$380
Ron Jones	\$80
<b>Total</b>	<b>\$16,157</b>

Topic: East Coast Greenway Vision  
Date Submitted: March 27, 2017  
Submitted By: Frank Babel  
Venue: Public Facilities Committee



# ECG Vision

The **East Coast Greenway vision** is for a long-distance, urban, shared-use trail system linking 25 major cities along the Eastern Seaboard between Calais, Maine, and Key West, Florida. It will serve non-motorized users of **all abilities and ages**. A 2,900-mile long *spine route* will be accompanied by 2,000 miles of *complementary routes* that link in key cities, towns, and areas of natural beauty. This green travel corridor will provide cyclists, runners, walkers, and other active-transportation users with a low-impact way to explore the Eastern Seaboard.



Topic: East Coast Greenway Vision  
Date Submitted: March 27, 2017  
Submitted By: Frank Babel  
Venue: Public Facilities Committee

## **East Coast Greenway**

The East Coast Greenway (ECG) is a nearly 3,000 mile Linear Park stretching from the Canadian border in Maine to Key West Florida with 2,000 miles of complementary scenic routes.

Planned almost entirely on public right of ways, it will incorporate waterfront esplanades, bike paths, abandoned railroad corridors, canal towpaths and pathways along highway corridors.

It is designed to accommodate tourists, locals and users of all abilities.

It will be a safe place to walk, run, bicycle, skate, ski, horseback ride, bird watch, fish, push the baby carriage or just stroll with friends. Children can use the greenway to walk to school or get to the park, adults commute to work.

### **East Coast Greenway in South Carolina**

In South Carolina, the East Coast Greenway stays near the coast through the state's low country, bringing travelers through Myrtle Beach, Georgetown, Charleston, and Beaufort to the Georgia border. Completed trails furthest north include the Barefoot Resort section of the North Myrtle Beach Trail, the Harrelson Boulevard Trail, and Grissom Parkway Trails in Myrtle Beach. Continuing south, three segments of the Waccamaw Neck Bikeway are coming together to offer safe travel through Georgetown County. The route continues on road to Mount Pleasant, where a separated bike/ped path on the Ravenel Bridge leads travelers to Charleston's West Ashley Greenway.

### **Current Projects**

The East Coast Greenway Alliance works closely with agencies, municipalities, and organizations throughout the state to get trail on the ground and find solutions to help progress accelerate. Current projects and priorities include:

- Identifying a route from Bluffton to Savannah
- Connecting greenway trails in Myrtle Beach and North Myrtle Beach
- Exploring a rails-with-trails opportunity from the southern end of the West Ashley Greenway to Beaufort

**ECG South Carolina Contact: Brent Bruice [brent@greenway.org](mailto:brent@greenway.org). 706.372.9529**





BIKE | PED FACILITIES

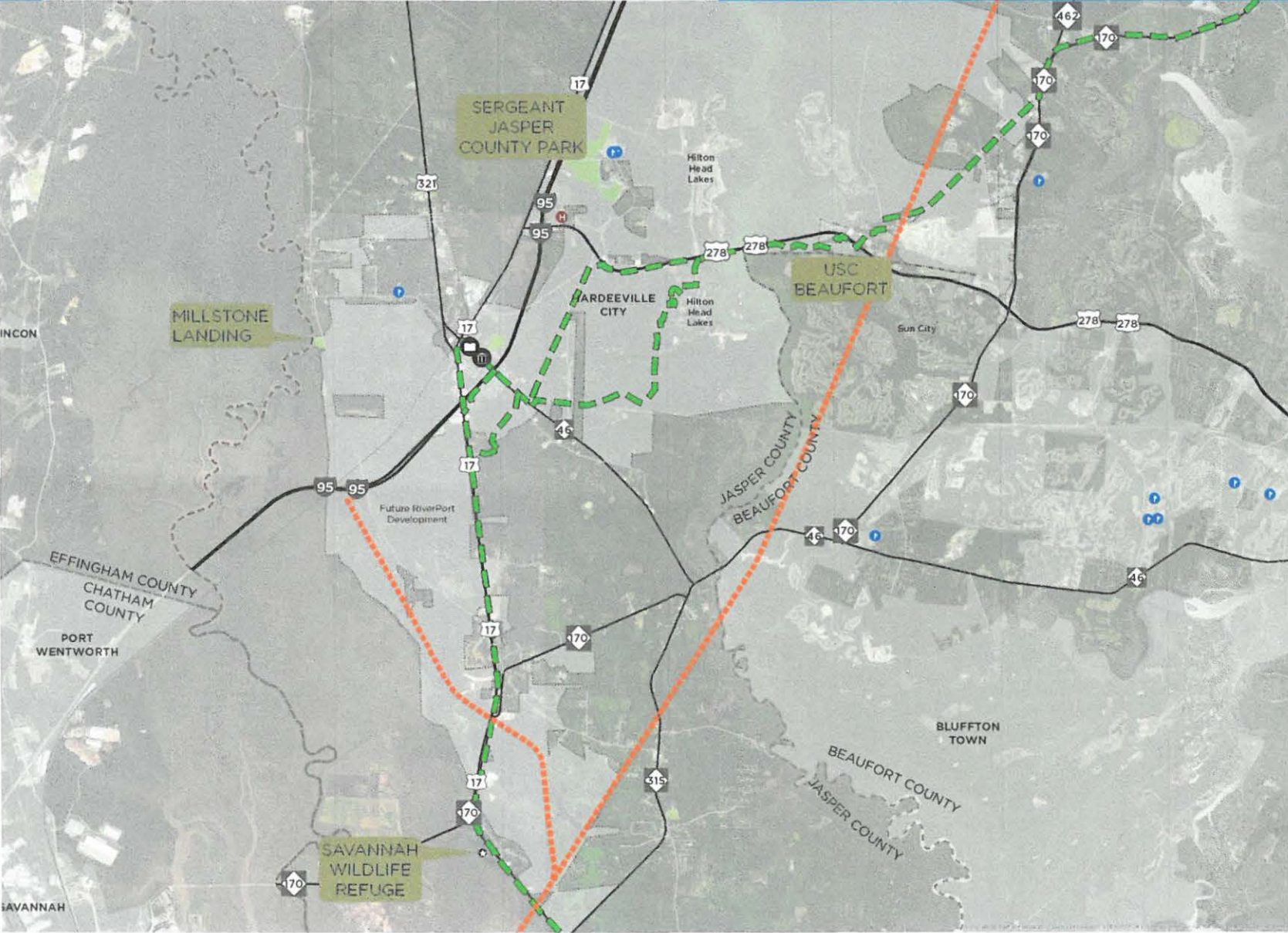
- ABANDONED RAILROAD
- EAST COAST GREENWAY
- SAND SHARK TRAIL
- SERGEANT JASPER TRAIL

OVERLAYS

- STREETS
- ROADS
- SC HIGHWAY
- US HIGHWAY
- INTERSTATE
- RAILROADS
- WATER BODY
- WETLAND
- PARKS
- OTHER CITY LIMITS
- COUNTY BOUNDARIES

POINTS OF INTEREST

- <ALL OTHER VALUES>
- LIBRARY
- GOVERNMENT
- SCHOOLS
- HOSPITAL



NO DATE 0/0/00

Topic: Hardeeville - Bicycle and Pedestrian Trails Master Plan  
Date Submitted: March 27, 2017  
Submitted By: Frank Babel  
Venue: Public Facilities Committee





*Hardeeville*  
SOUTH CAROLINA

# HARDEEVILLE BICYCLE AND PEDESTRIAN TRAILS MASTER PLAN

FEBRUARY 9, 2017

Topic: Hardeeville - Bicycle and Pedestrian Trails Master Plan  
Date Submitted: March 27, 2017  
Submitted By: Frank Babel  
Venue: Public Facilities Committee



## PROJECT VISION

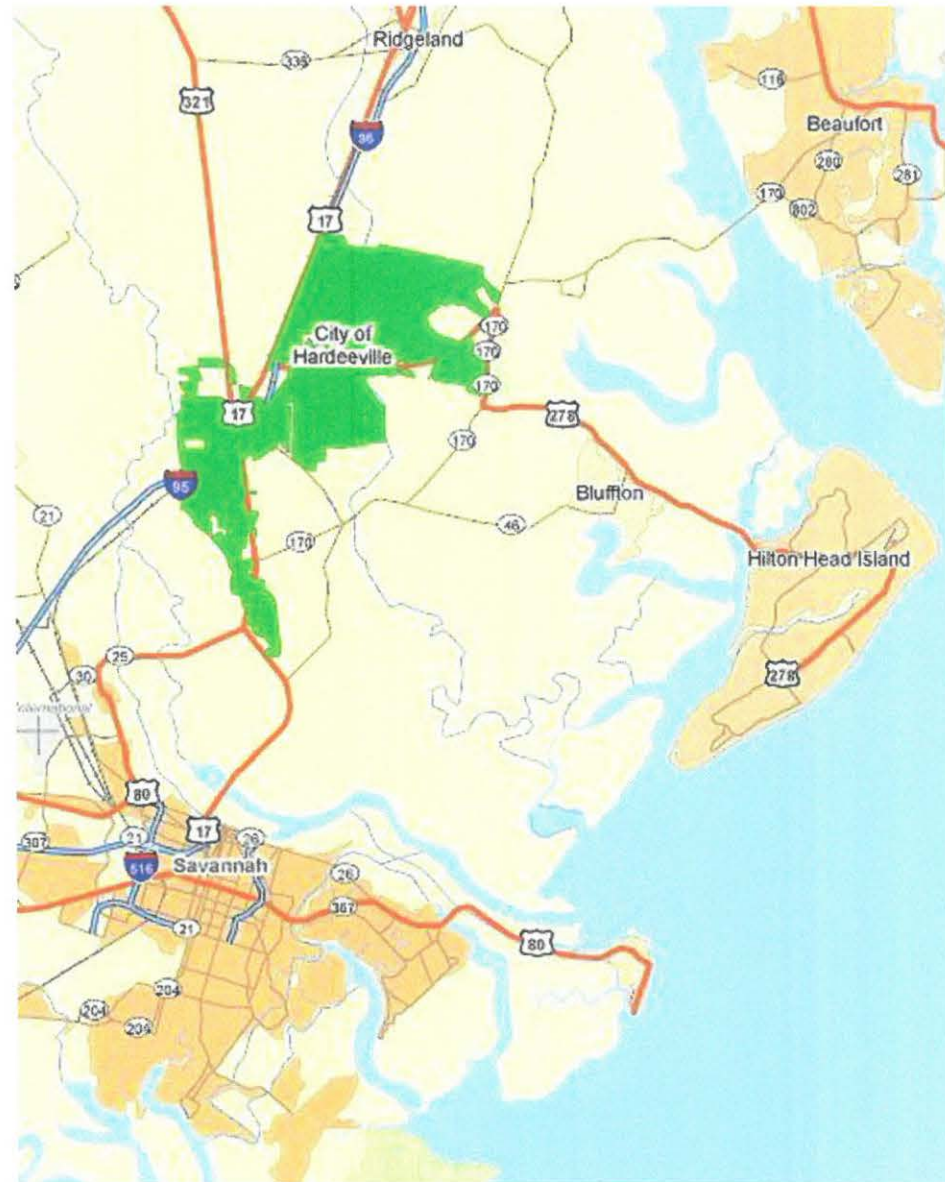
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The Hardeeville Bike and Pedestrian Trails Master Plan envisions a **connected, safe network** of on- and off-street trails for cyclists and pedestrians of **all ages and abilities** throughout the City of Hardeeville, South Carolina. The trail network will complement ongoing and future **community and economic development efforts**, and will strengthen physical and economic connections between the city's **historic downtown, parks, cultural and educational resources, and residential districts and neighborhoods**. Additionally, the Hardeeville trail network will connect to other regional and national trail efforts, such as those of Bluffton, Hilton Head Island, and the **East Coast Greenway**.

# PROJECT GOALS

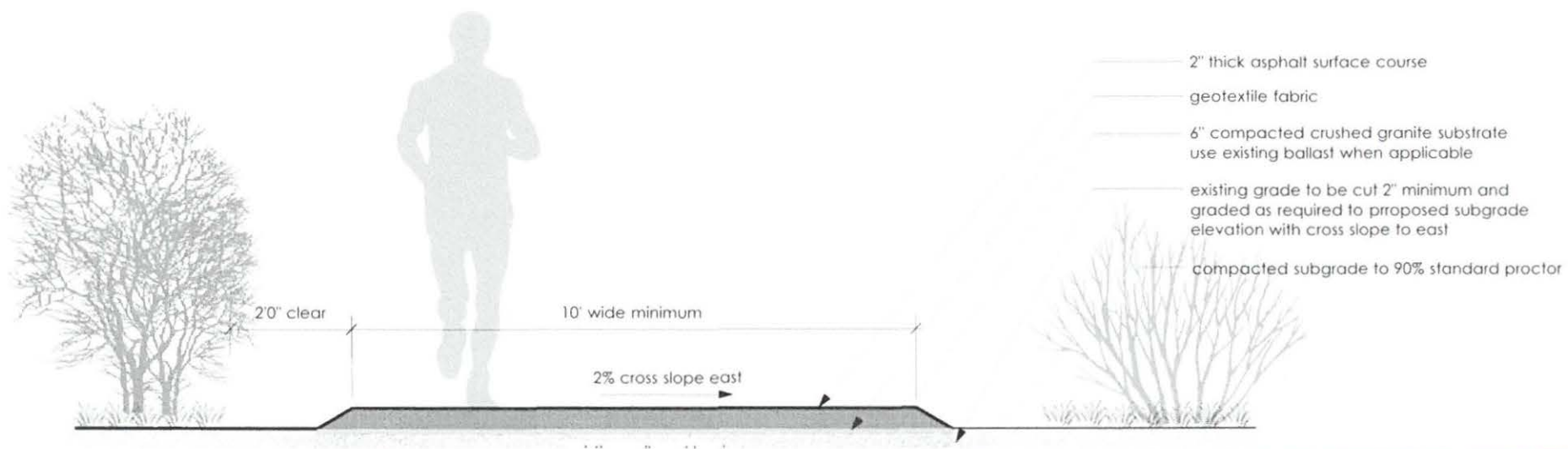
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1. Connect Existing Residents via Shared-Use Pathways
2. Cultivate a Stronger Sense of Community
3. Focus on Safety
4. Ensure Implementation



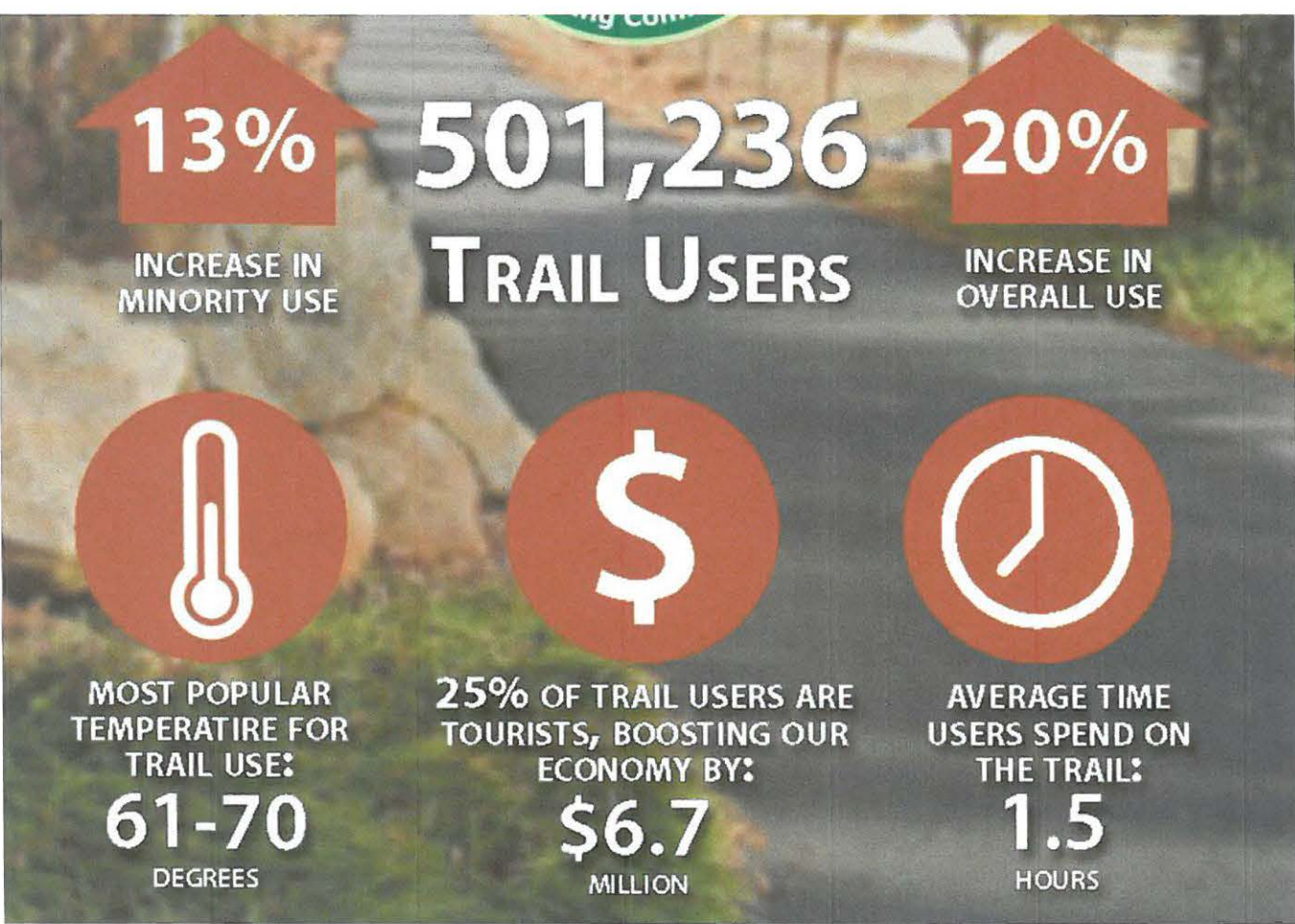


# OVERVIEW OF GREENWAYS AND TRAILS



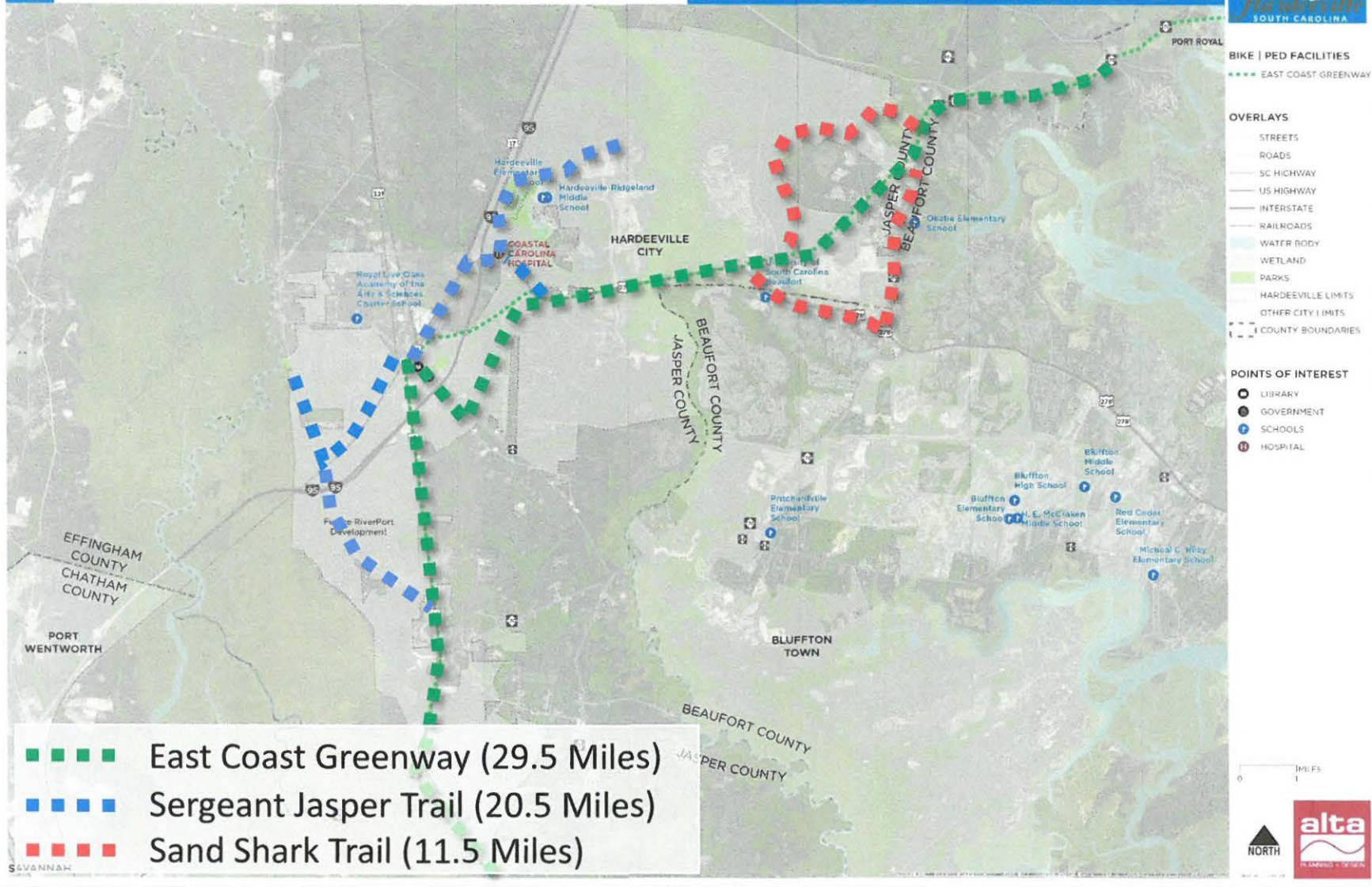


- **Increases in sales/ revenue ranging from 10% to as high as 85%.**
- **25% of users from out of town.**
- **12% using for transportation.**





# OVERALL TRAILS MASTER PLAN







BIKE | PED FACILITIES

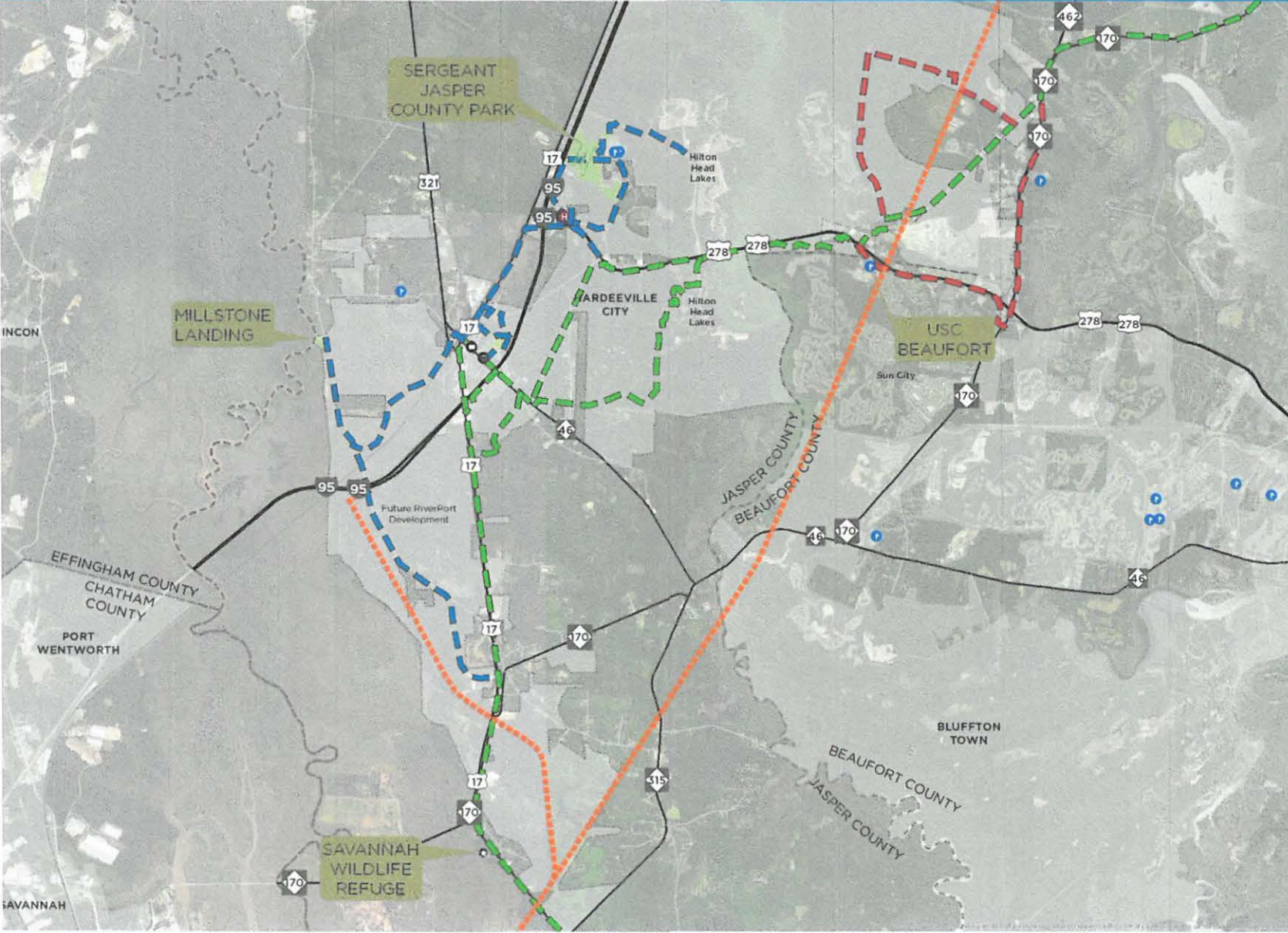
- ABANDONED RAIL ROAD
- EAST COAST GREENWAY
- SAND SHARK TRAIL
- SERGEANT JASPER TRAIL

OVERLAYS

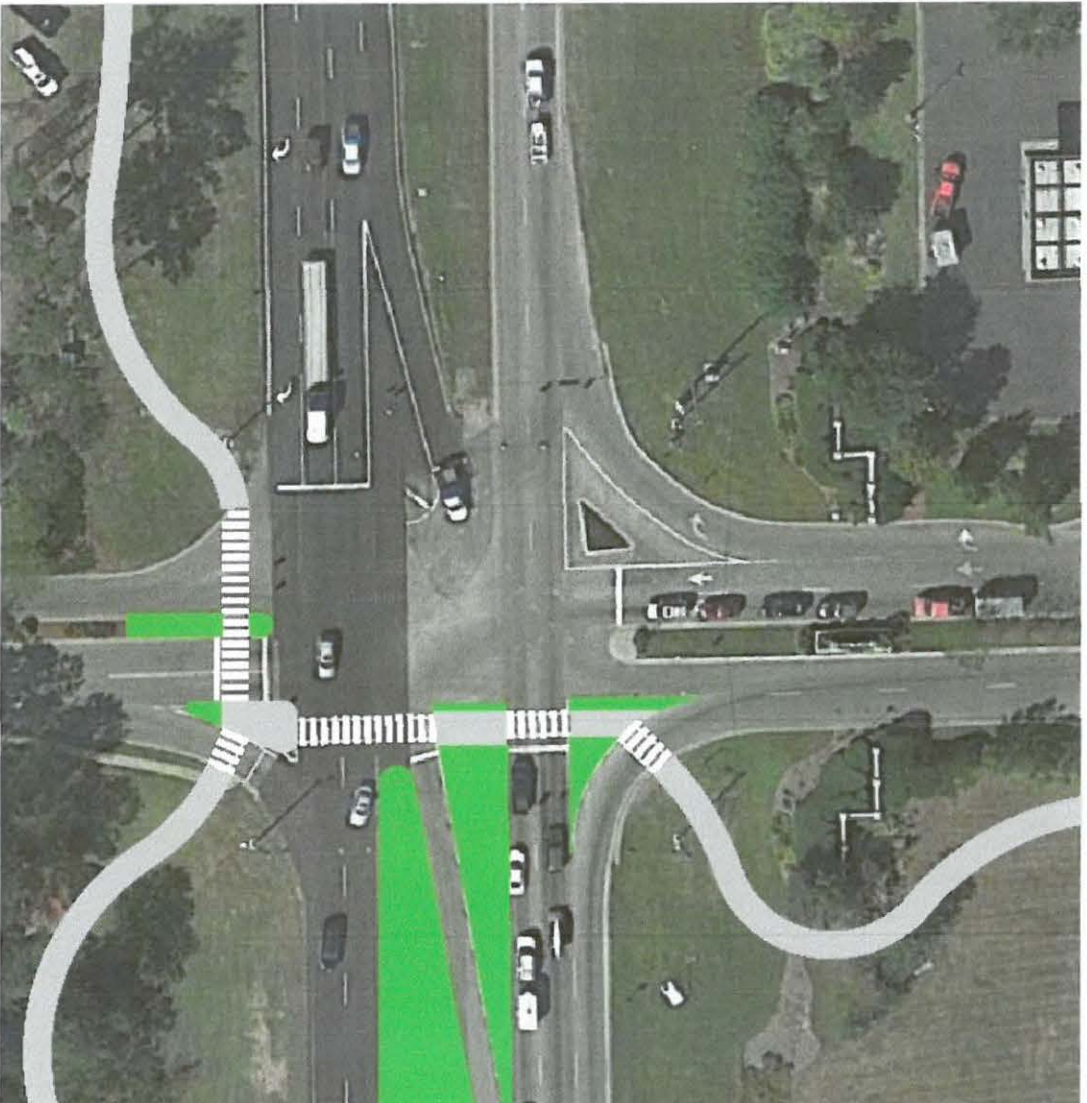
- STREETS
- ROADS
- SC HIGHWAY
- US HIGHWAY
- INTERSTATE
- RAILROADS
- WATER BODY
- WETLAND
- PARKS
- OTHER CITY LIMITS
- COUNTY BOUNDARIES

POINTS OF INTEREST

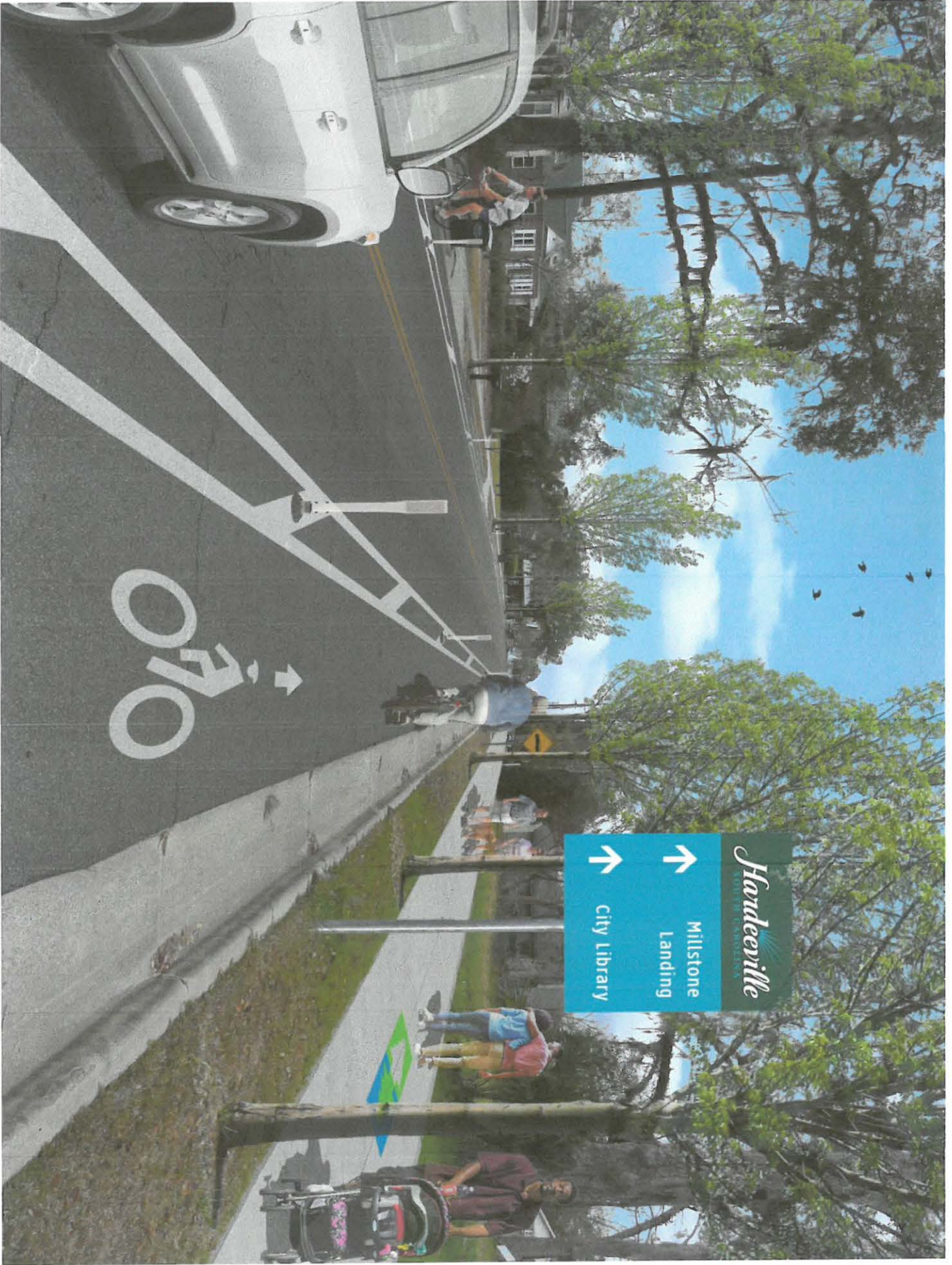
- <ALL OTHER VALUES>
- LIBRARY
- GOVERNMENT
- SCHOOLS
- HOSPITAL



# SAND SHARK TRAIL



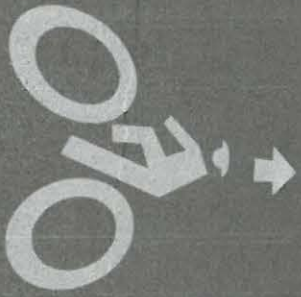




*Hardeeville*  
SOUTH CAROLINA

Millstone  
Landing

City Library







Destination 4.1 mi  
Destination 4.2 mi

Destination 4.1 mi

SOUTH CAROLINA  
UNIVERSITY OF  
BEAUFORT

