

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

STEWART H. RODMAN  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

COUNCIL MEMBERS

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

ASHLEY M. JACOBS  
COUNTY ADMINISTRATOR

SARAH W. BROCK  
INTERIM CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE

Monday, May 6, 2019

3:30 p.m.

(or immediately following the Finance Committee Meeting)

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

Committee Members:

Brian Flewelling, Chairman  
York Glover, Vice Chairman  
Michael Covert  
Mark Lawson  
Joseph Passiment

Staff Support:

Patrick Hill, Director  
IT Systems Management  
*Vacant*, Division Director  
Transportation Engineering  
Eric Larson, Division Director  
Environmental Engineering  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. CALL TO ORDER – 3:30 p.m.
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES – April 1, 2019 ([backup](#))
5. CITIZEN COMMENTS (*Comments regarding agenda items only*)
6. DISCUSSION / 2006 ONE CENT TRANSPORTATION SALES TAX FUNDS RESOLUTION - *Rob McFee, Director of Facilities & Construction Engineering* ([backup](#))
7. DISCUSSION / JENKINS ISLAND RIGHT-OF-WAY ACQUISITION / PLAN - *Rob McFee, Director Facilities & Construction Engineering* ([backup](#))
8. DISCUSSION / PATHWAYS PROJECTS RESOLUTION - *Rob McFee, Director Facilities & Construction Engineering* ([backup](#))
9. DISCUSSION / BUCKWALTER GENERATOR GRANT PROJECT - *Pamela Cobb, Disaster Recovery Coordinator* ([backup](#))
10. DISCUSSION / SCE&G EASEMENT FOR TCL SOUTH CAMPUS – *Rob McFee, Director of Facilities & Construction Engineering* ([backup](#))
11. DISCUSSION / LIND BROWN CENTER LEASE - *Thomas J. Keaveny II, County Attorney* ([backup](#))



12. DISCUSSION / RESOLUTION - DNR WILLIMAN & BUZZARD ISLAND MANAGEMENT AGREEMENT - *Stefanie Nagid, Passive Parks Manager* ([backup](#))
13. DISCUSSION / COUNTY - BSWCD LEASE AGREEMENT ADDENDUM - *Stefanie Nagid, Passive Parks Manager* ([backup](#))
14. EXECUTIVE SESSION
  - A. Receipt of Legal Advice Regarding Lease of Barn Parcel on Pepper Hall - *Thomas J. Keaveny II, County Attorney*
15. MATTERS ARISING OUT OF EXECUTIVE SESSION
16. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
  - A. Beaufort County Transportation Committee / (2) vacancies
  - B. Keep Beaufort County Beautiful Board / (3) vacancies
17. ADJOURNMENT

**MINUTES  
PUBLIC FACILITIES COMMITTEE**

**April 1, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**Attendance**

- Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Mark Lawson and Michael Covert.
- Absent: Joseph Passiment
- Ex-officio: Gerald Dawson, Chris Hervochon, Alice Howard, Stu Rodman, Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)
- Staff: Eric Greenway, Community Development Director; Thomas J. Keaveny II, County Attorney; Eric Larson, Manager Stormwater Utility; Rob McFee, Director Facilities and Construction Engineering; Dave Thomas, Purchasing Director; John Weaver, Interim County Administrator

**Call to Order**

Chairman Flewelling called the meeting to order at 3:30 p.m.

**Approval of Agenda / Approval of Minutes**

Item number ten, Whitehall Park Memorandum of Understand, was removed from the agenda.

It was moved by Mr. Covert, seconded by Mr. Glover Committee approve the agenda as amended and approve the minutes from March 4, 2019. The vote: YAYS – Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Sommerville, Mr. Lawson, Mr. McElynn and Mr. Rodman. Mr. Dawson did not vote. The motion passed.

**Citizen Comments**

No Citizen Comments

**ACTION ITEMS**

**Item:** **Budget increase for the design, build, bid of the Shanklin Road EMS Station** – Rob McFee, Director Facilities & Construction Engineering; and Alicia Holland, Assistant County Administrator, Finance

**Discussion:** Mrs. Holland spoke to the budget portion of this project stating Shanklin’s estimated cost is \$1,619,989. Station 31 is estimated to cost \$1,580,668 bringing the total project cost to \$3,200,657 vs the approved \$2.6 million in 2018.

The increase requested would come from the \$1.1 million dollars allocated to the Pinckney Reserve/Hague Point project.

Mr. McFee stated the original \$2.6 million that council approved was an estimate hence the reason for the additional funds and requested a 5% contingency increase.

Mrs. Holland stated the contingency would bring it to around \$3.36 million.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Passiment that Committee approve the budget increase request for the design, build, and bid of Shanklin Road EMS station to include the 5% contingency. The vote: YAYS – Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mr. McElynn, Mrs. Howard, Mr. Sommerville, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Dawson. The motion passed.

**Recommendation:** Forward recommendation for approval of contract to Council.

**Item:** **Duncan Farms access easement** – Stefanie Nagid, Passive Parks Manager

**Discussion:** Mr. Flewelling stated this request is just memorializing something that is a necessity.

Public Works is already maintaining this road and the road will continue to be maintained as a dirt road.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee approve the Duncan Farms Access Easement. The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Sommerville, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Dawson. The motion passed.

**Recommendation:** Forward recommendation for granting access easement to Council as an Ordinance.

**Item:** **Pepperhall Barn Site Lease** – Stefanie Nagid, Passive Parks Manager



**Discussion:** Mrs. Nagid stated this is just a standard lease agreement that the county does with all tenants and the agreement passed through the Counties legal department with no issues.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Glover that Committee approve authorization to enter into the Lease agreement for Pepperhall.

Mrs. Howard questioned how the amount of \$1 came about.

Mrs. Nagid stated it was in exchange of the occupant maintaining the 2.976 acres of land.

Mr. Glover raised concern about the lack of a security deposit.

Mr. Rodman stated the lessee is maintaining insurance on the property.

Mrs. Howard stated concern about prior illegal occupants.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Glover that Committee approve authorization to enter into the Lease agreement for Pepperhall. The vote: YAYS – Mr. Flewelling, Mr. Lawson, Mr. Passiment, Mr. Rodman, Mr. Glover and Mr. McElynn. NAYS – Mrs. Howard. Mr. Dawson, Mr. Sommerville and Mr. Hervochon did not vote. The motion passed.

**Recommendation:** Forward recommendation of this lease to Council.

**Item:** Whitehall lease agreement with the City of Beaufort – Stefanie Nagid, Passive Parks Director

**Discussion:** Mrs. Nagid stated Council’s motion to purchase the park was contingent upon the City maintaining the property. The lease agreement was approved by the City of Beaufort with two minor changes.

**Motion:** It was moved by Mr. Sommerville, seconded by Mr. Glover that Committee approve the Whitehall lease agreement with the City of Beaufort. The vote: YAYS – Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr. Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville, Mr. McElynn, and Mr. Rodman. The motion passed.

**Recommendation:** Forward recommendation of this lease to Council.

**Item:** Water and Sewer improvements on 170 – Rob McFee, Director Facilities & Construction Engineering

**Discussion:** Mr. McFee stated this agreement allows BJWSA to take the lead on the instillation of two casings for the water and sewer improvements on 170.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Passiment that Committee approve this agreement. The vote: YAYS – Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr.

Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville, Mr. McElynn, and Mr. Rodman. The motion passed.

**Recommendation:** No recommendation to Council needed.

### **INFORMATION ITEMS**

#### **Item: FY 2020 Public Facilities Budget**

**Discussion:** Mr. Flewelling stated this document is not read as of yet but to have it on the radar. Would like the public facilities budget to come through this committee before going to finance.

**Status:** For information only.

#### **Item: Facilities Improvement/ Upgrades / Required Repair**

**Discussion:** Mr. Flewelling stated these are items discussed at the retreat.

**Status:** For information only.

#### **Item: Executive Session**

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Covert that Committee go into executive session to discuss purchase of property. The vote: YAYS - Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr. Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville, Mr. McElynn, and Mr. Rodman. The motion passed. The executive session began at 4:03 p.m.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Covert that Committee come out of executive session. The vote: YAYS – Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr. Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville and Mr. McElynn. The motion passed. The executive concluded at 4:13 p.m.

#### **Item: Matters Arising out of Executive Session**

There were no matters arising out of executive session.

#### **Item: Consideration of Appointment and Reappointments / Beaufort County Transportation Committee**

**Motion:** It was moved by Mr. Glover, seconded by Mrs. Howard that Committee recommend Jim Backer to serve as a member of the Beaufort County Transportation Committee. The vote: YAYS Mr. Covert, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. McElynn, and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

Minutes – Public Facilities Committee

April 1, 2019

Page 5 of 5

**Adjournment**

The meeting adjourned from the Federal Courthouse Building.

Ratified by Committee:



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Resolution for 2006 1 Cent Transportation Sales Tax Program Remaining Funds

#### Council Committee:

County Council

#### Meeting Date:

April 8, 2019

#### Committee Presenter (Name and Title):

Rob McFee, Division Director Construction, Engineering and Facilities

#### Issues for Consideration:

The original 10 Projects approved by the one (1%) percent Sales Tax Referendum approving the expenditure of One Hundred and Fifty-Two Million Dollars (\$152,000,000) of November 2006 are completed and a remainder of Two Million, Two Hundred and Seventy-Two Thousand Dollars (\$2,272,000) exists which needs to be programmed and expended on approved projects.

#### Points to Consider:

We ask that County Council authorizes the expenditure of the remaining 2006 1 Cent Transportation Sales Tax Funds on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. SC 170 casings for water and sewer-- \$200,000.00
3. US 278 Frontage Road—Buckwalter to St Gregory signal (per SCDOT permit)-- \$1, 400,000.00
4. US 278 Frontage Road—Forby Tract--\$600,000.00 Bluffton Parkway

#### Funding & Liability Factors:

Remaining 2006 1 Cent Transportation Sales Tax Funds

#### Council Options:

Authorize the Expenditure of the remaining funds.

#### Recommendation:

**RESOLUTION 2019 / \_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF THE REMAINING 2006 ONE PERCENT TRANSPORTATION SALES TAX FUNDS ON CERTAIN PROJECTS**

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

**WHEREAS**, a Referendum to approve the expenditure of One Hundred Fifty-Two Million Dollars (\$152,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 2006; and

**WHEREAS**, the construction of the projects has been completed and a remainder of \$2,272,000.00 exists which needs to be programmed and expended on approved projects; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that County Council authorizes the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. SC 170 casings for water and sewer-- \$200,000.00
3. US 278 Frontage Road—Buckwalter to St. Gregory signal (per SCDOT permit)-- \$1, 400,000.00
4. US 278 Frontage Road—Forby Tract--\$600,000.00Bluffton Parkway

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

Attest:

\_\_\_\_\_  
Clerk to Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Jenkins Island ROW

#### Council Committee:

Public Facilities

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

Rob McFee

#### Issues for Consideration:

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

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

#### Points to Consider:

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

#### Funding & Liability Factors:

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

#### Council Options:

Approve the acquisition or deny the aquisition

#### Recommendation:

Approve the aquisition

ORDINANCE NO. 2019 / \_\_\_\_\_

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

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

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

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

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

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

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Thomas J. Keaveny, II, County Attorney

ATTEST:

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Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT



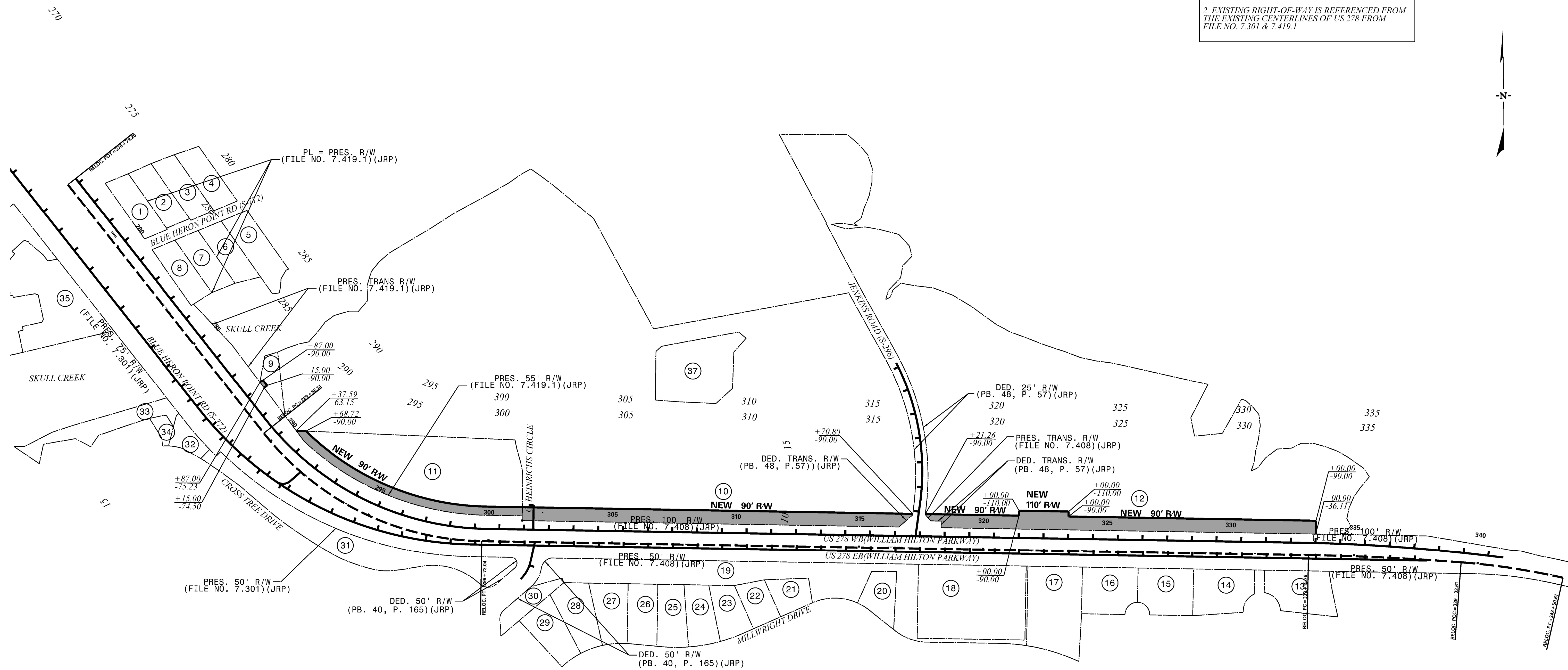
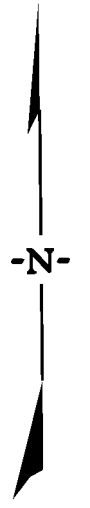
**EXHIBIT A**

DRAFT



**RIGHT-OF-WAY NOTES:**

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

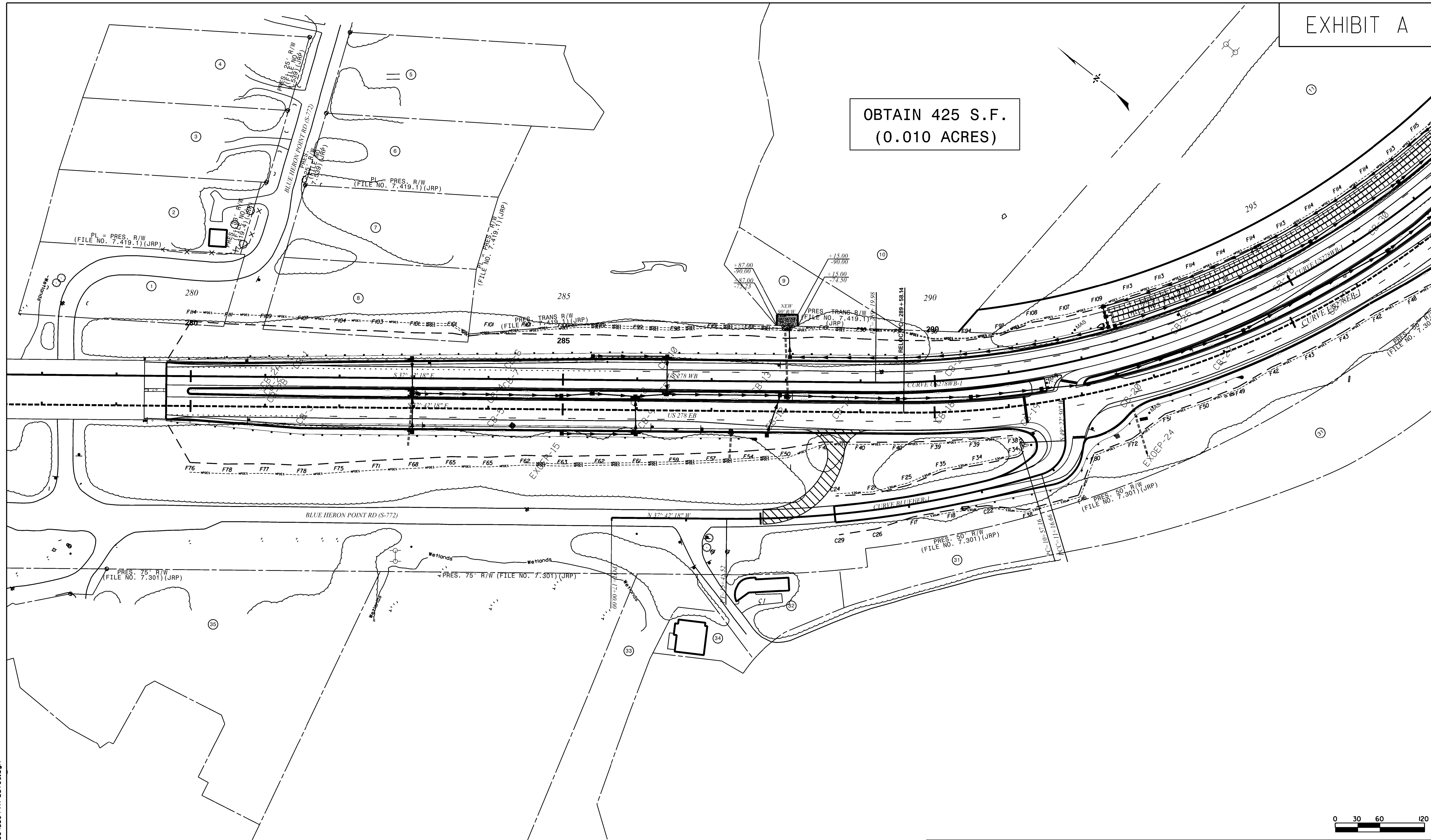


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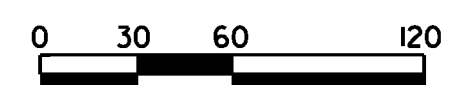
<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p><b>PLANS FOR REVIEW</b></p>	<p><b>NOT FOR CONSTRUCTION</b></p>	4				<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S. RTE. 278</p>
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2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



OBTAIN 425 S.F.  
(0.010 ACRES)



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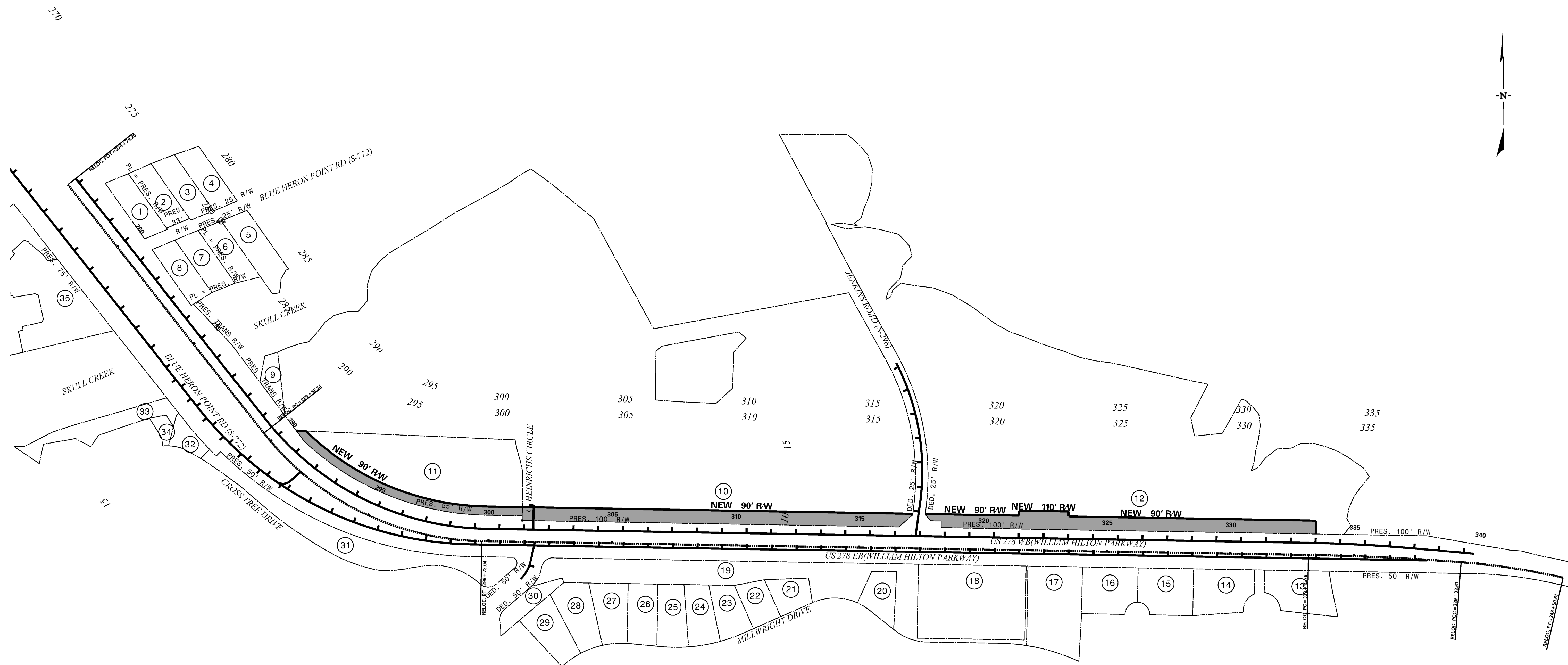
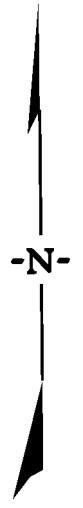


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ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201			





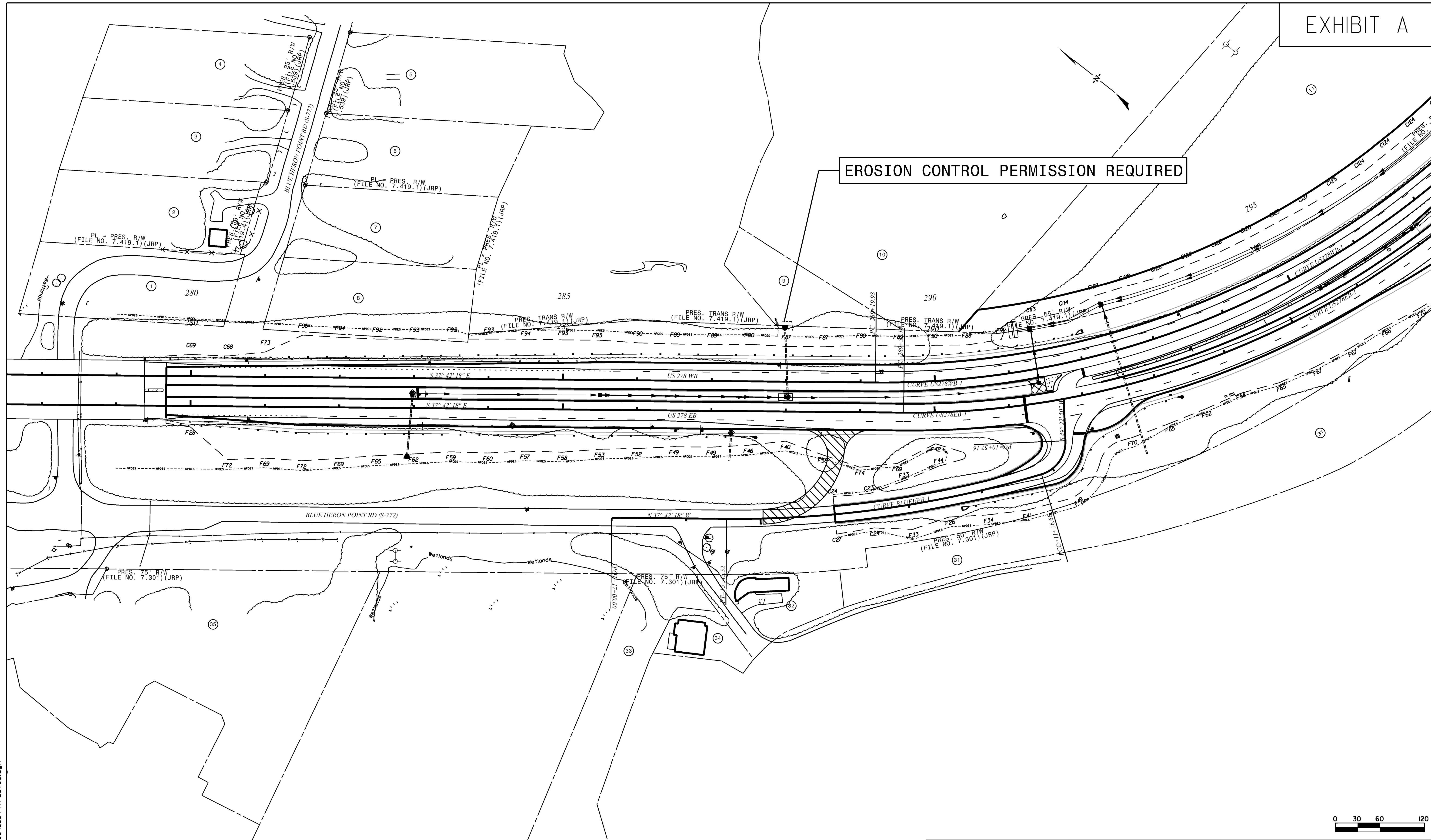


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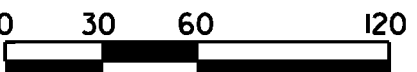


	<b>PLANS FOR REVIEW</b>	<b>NOT FOR CONSTRUCTION</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">4</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="font-size: 8px;">REV. NO.</td> <td style="font-size: 8px;">BY</td> <td style="font-size: 8px;">DATE</td> <td colspan="2" style="font-size: 8px;">DESCRIPTION OF REVISION</td> </tr> <tr> <td style="font-size: 8px;">TOPO.</td> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">DATE</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: 8px;">DWG.</td> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">DATE</td> <td colspan="2" style="text-align: center; font-size: 8px;">PLAN SCALE 1" = 200'</td> </tr> <tr> <td style="font-size: 8px;">R/W</td> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">DATE</td> <td colspan="2"></td> </tr> </table>	4					3					2					1					REV. NO.	BY	DATE	DESCRIPTION OF REVISION		TOPO.	DATE	DATE			DWG.	DATE	DATE	PLAN SCALE 1" = 200'		R/W	DATE	DATE			BEAUFORT COUNTY, SC U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY) RIGHT-OF-WAY STRIP MAP U.S. RTE. 278
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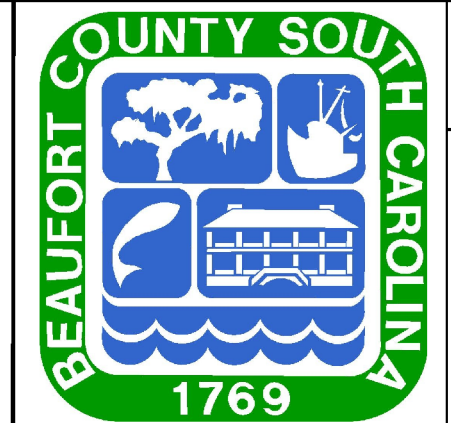


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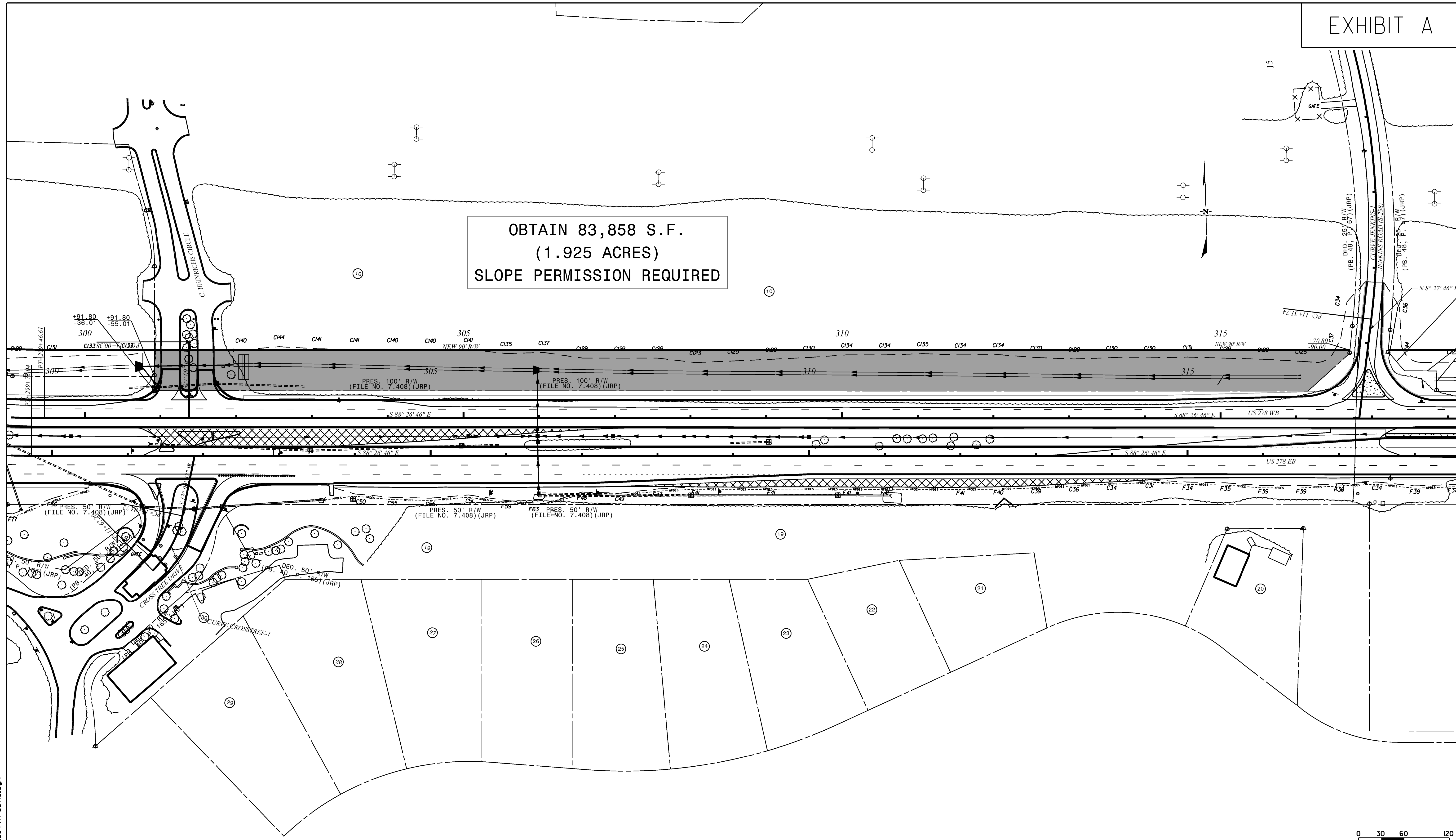
  
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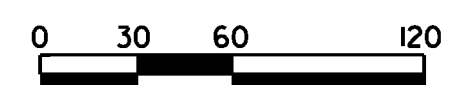
BEAUFORT COUNTY, SC  
 R/W EXHIBIT  
 US 278 IMPROVEMENTS  
 ON JENKINS ISLAND  
 TRACT 9  
 CENTRAL ELECTRIC POWER CO.



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



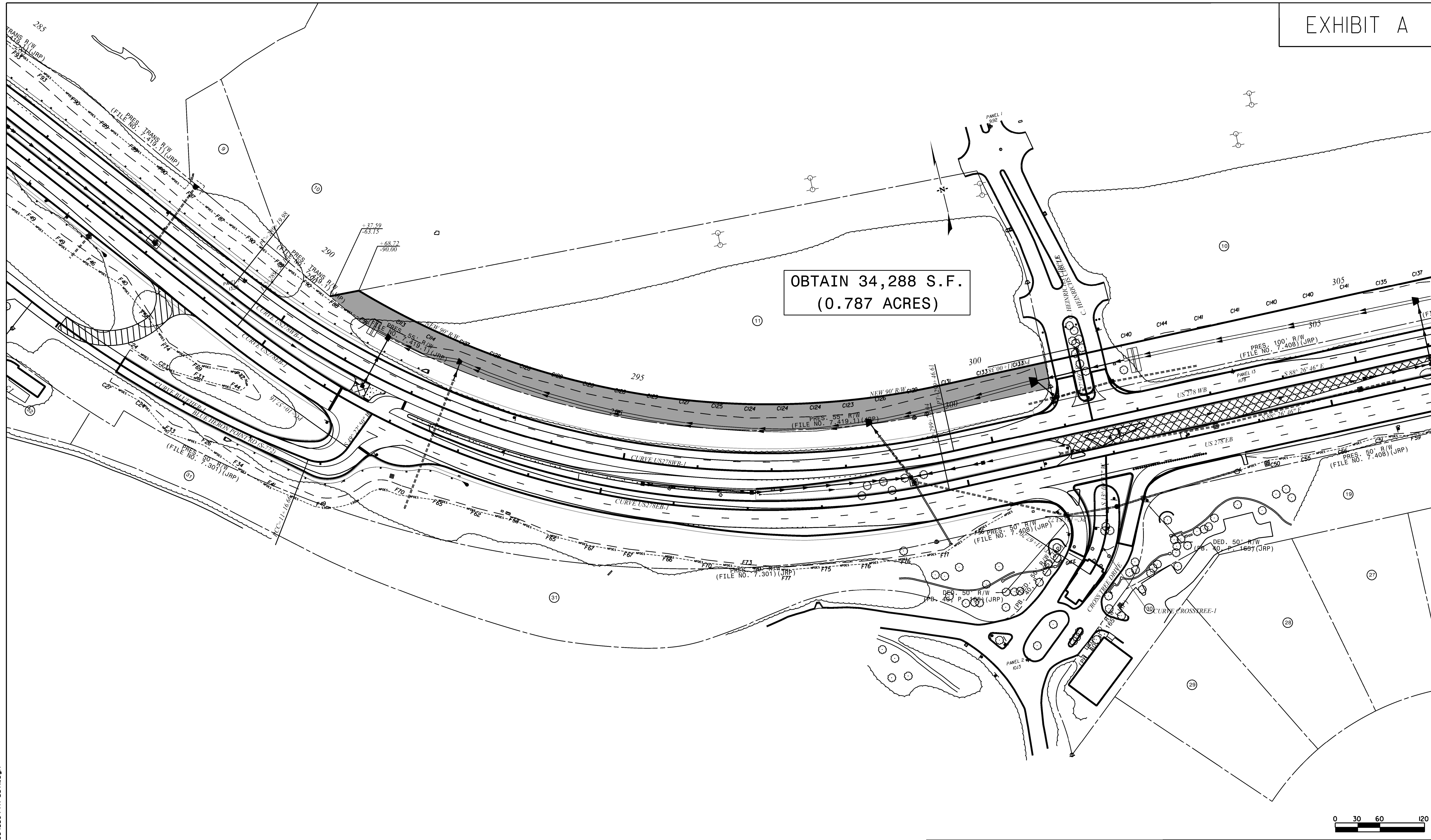
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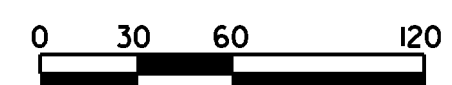
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		R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 10 TOWN OF HILTON HEAD ISLAND

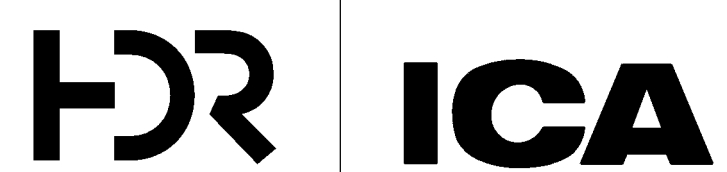
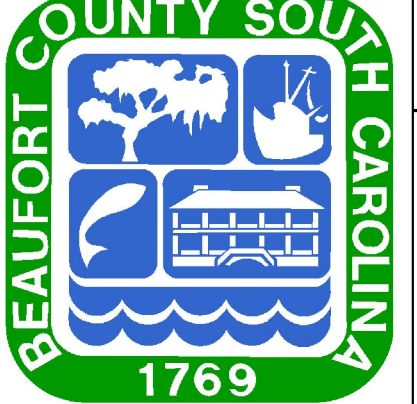




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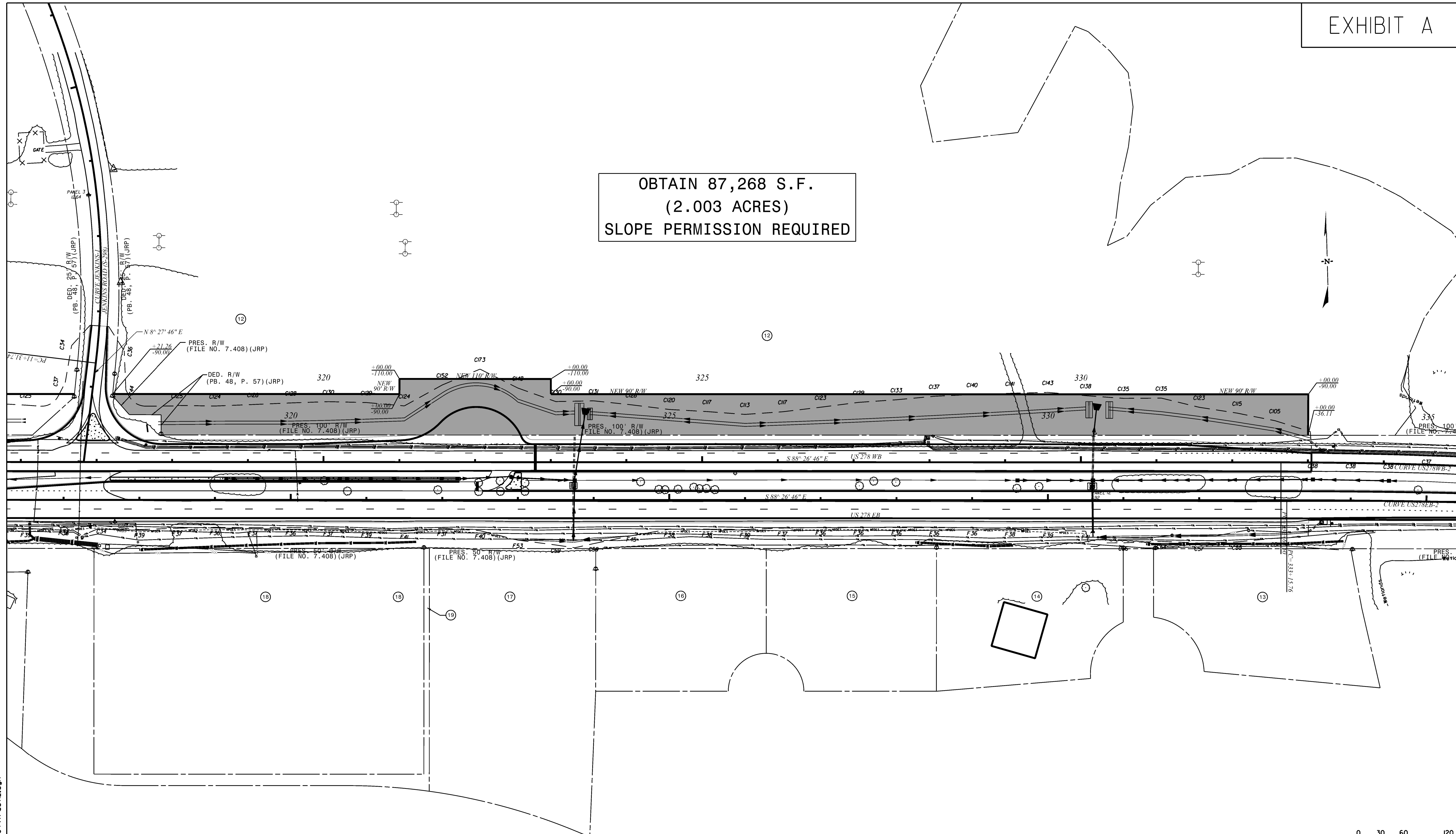


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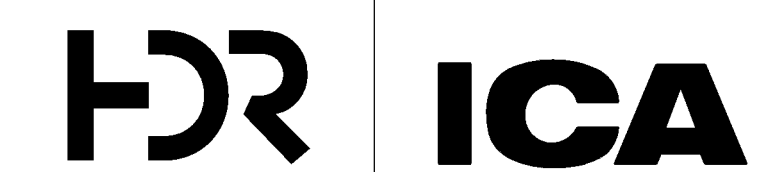
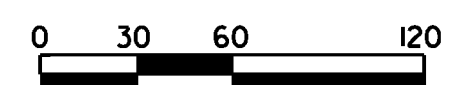


OBTAIN 87,268 S.F.  
(2.003 ACRES)  
SLOPE PERMISSION REQUIRED

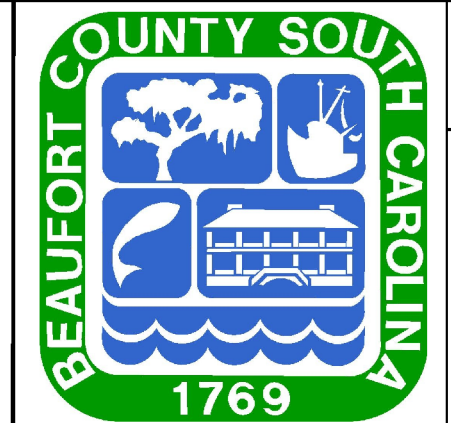


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1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE

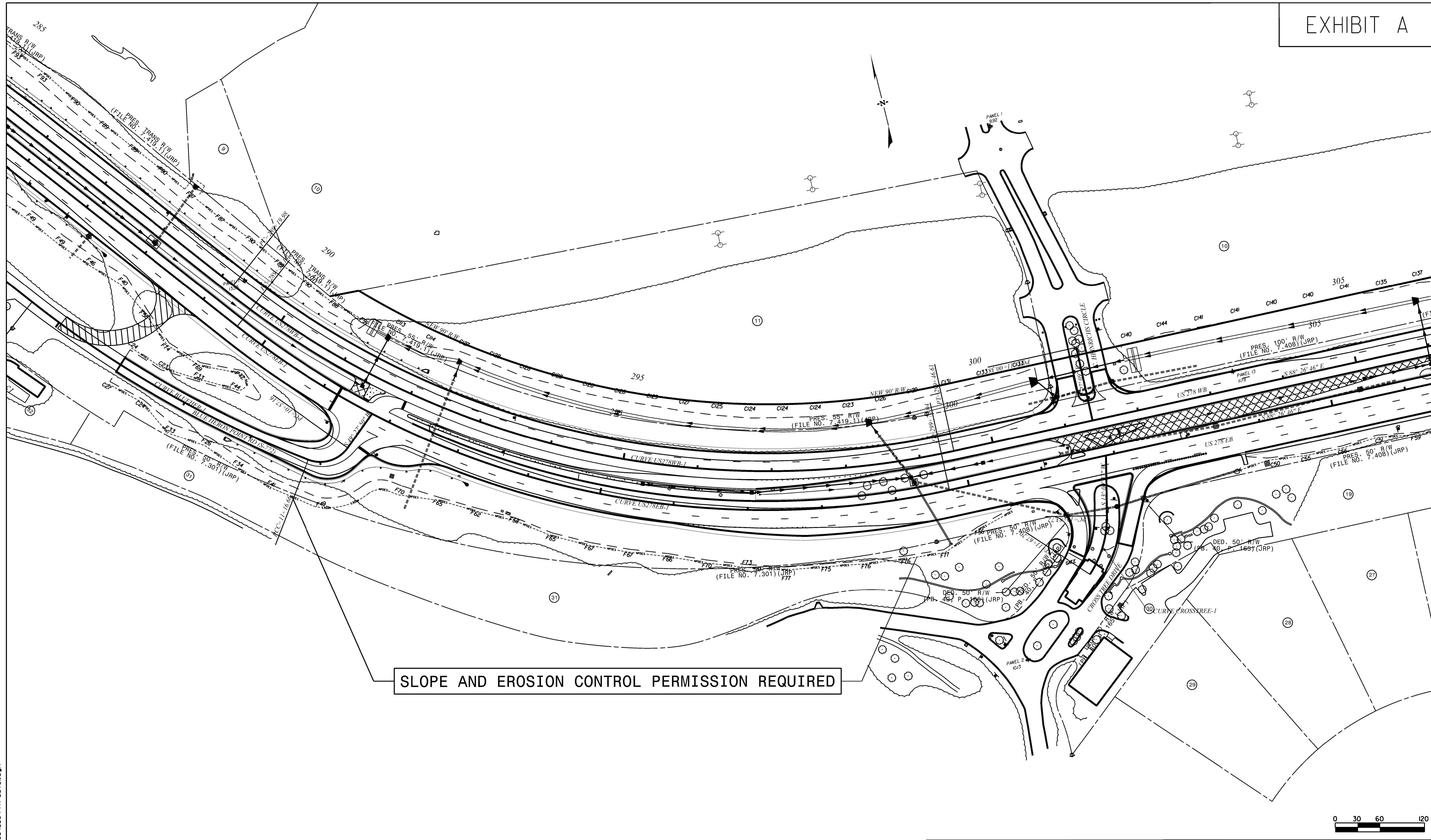


ICA Engineering Inc.  
1122 Lady Street, Suite 1100, Columbia, SC 29201



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



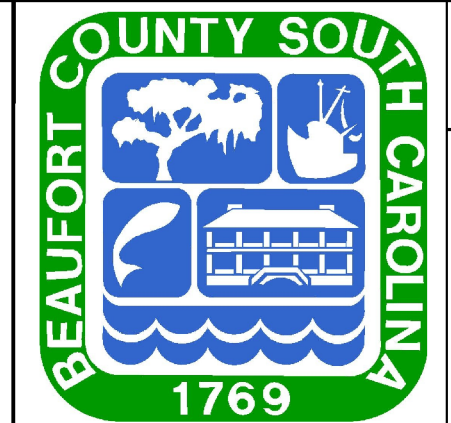


SLOPE AND EROSION CONTROL PERMISSION REQUIRED

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

10/11/2017 c:\pwork\ing\east01\0345504\Tract 31.dgn

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



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

**RESOLUTION 2019/ \_\_\_\_**

**A RESOLUTION ESTABLISHING PRIORITIES FOR THE PATHWAYS PROJECTS USING THE 2018 ONE CENT SALES TAX REFERENDUM FUNDS.**

**WHEREAS**, Beaufort County Council adopted a One percent (1%) Transportation Sales Tax Ordinance on November 13, 2017 enumerating twenty-four (24) pathways projects to be funded for a total of Ten Million Dollars (\$10,000,000); and

**WHEREAS**, the Referendum question to approve the one (1%) percent sales tax was passed on November 6, 2018; and

**WHEREAS**, the total cost of all the pathway projects will exceed the available funding from the sales tax referendum; and

**WHEREAS**, County Council wishes to establish a priority of pathway projects by Council District, in order to distribute the available funding as evenly as possible and to maximize available funding; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Beaufort County Council, duly assembled, establishes the pathway priority for the 2018 One Cent Transportation Sales Tax funds on the following projects enumerated in the transportation referendum:

District 1:

Big Estate Road

Paige Point Road

District 2:

Middle Road

District 3:

Dr. Martin Luther King, Jr. Road

Meridian Road

District 4:

Broad River Drive

Ribaut Road to Parris Island Gateway

Depot Road

District 5:

Salem Road/Old Salem Road

Broad river Blvd/Riley Road

Burton Hill/Old Salem Road

District 9:

Burnt Church Road

Bluffton Parkway

Ulmer Road/Shad Road

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

Stewart H. Rodman, Chairman  
Beaufort County Council

ATTEST:

\_\_\_\_\_  
Sarah Brock, Interim Clerk to Council.





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Buckwalter Generator Grant Project

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

May 6th, 2019

#### Committee Presenter (Name and Title):

Pamela Cobb Disaster Recovery Coordinator

#### Issues for Consideration:

The Buckwalter Generator Grant project has been awarded under the 2017 Hazard Mitigation Grant Program by South Carolina Emergency Management Division. During a weather event, the Buckwalter Recreation Center is used to shelter county employees, first responders and public Safety personnel while they perform their mission in support of the county response effort. The facility prior, during and after a storm related event will operate as a critical logistics depot.

Implementing and installing a backup power source for the entire building will ensure that the operation will continue to provide streamlined services to the facility. County Staff will be able to operate in the utmost capacity and will be ready to respond and manage Points of Distribution centers. This generator will allow the County to avoid costs for providing housing at other facilities, which would ultimately increase operating costs and decentralize the workforce.

#### Points to Consider:

The project must be completed no later than by November 15, 2021.

#### Funding & Liability Factors:

The total cost of the project is \$111,452 with a Federal share of \$83,589 and a non-federal share of \$27,863.

#### Council Options:

Council's options are to either continue forward with this project or to withdraw from the grant award.

#### Recommendation:

Staff requests County Council take action to recommend this project to be submitted for grant funding.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

SCE&G

#### Council Committee:

Public Facilities

#### Meeting Date:

May 6, 2019

#### Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

#### Issues for Consideration:

Granting an easement to SCE&G for Technical College of the Lowcountry ("TCL") South Campus .

#### Points to Consider:

Beaufort County owns the land located at 100 Community College Drive where the Technical College of the Lowcountry ("TCL") South Campus is located. TCL is upgrading their facilities which requires installation of gas pipelines. Since the land is owned by the County, SCE&G needs to acquire an easement from Beaufort County to install the requested gas pipeline.

#### Funding & Liability Factors:

No funding necessary.

#### Council Options:

Grant or deny easement to SCE&G for TCL South Campus.

#### Recommendation:

Grant Easement to SCE&G.

**Ordinance No. 2019/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A  
UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT  
COUNTY**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 020 000 1356 0000 located on the North side of SC Hwy 278 (also known as West Fording Island Road) at 100 Community College Drive and being the same property conveyed to Beaufort County by Del Webb Communities, INC recorded October 12, 2004 in Deed Book 2034 at Page 2105 in the office of the Register of Deeds for Beaufort County South Carolina and more particularly shown as “Exhibit “A” pages 1 and 2; and

**WHEREAS**, Technical College of the Lowcountry owns and operates educational facilities located on the County Parcel; and

**WHEREAS**, Technical College of the Lowcountry desires to upgrade their educational facilities with gas pipelines which requires conveyance of an easement to South Carolina Electric and Gas Company (“SCE&G”) ; and

**WHEREAS**, SCE&G, has requested that Beaufort County grant the aforementioned easement across portions of the County’s property; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached document entitled “Easement # 898903”; and

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

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

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on the attached document entitled “Easement # 898903”; and
- (2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the pipeline construction and installation occur as agreed upon by the County and SCE&G.



COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

# Easement # 898903

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between **Beaufort County, South Carolina** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement of the width of Ten (10) feet, being Five (Five) feet on either side of the center of the pipeline, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line. Grantee and Grantor shall mutually agree upon the route, under, upon, over, through and across a portion of the lands of Grantor situate in the County of **Beaufort**, State of South Carolina described as follows: Being a tract or lot of land containing **32.44 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Del Webb Communities, Inc.**, dated or recorded **10/12/2004**, and filed in the Register of Deeds office for **Beaufort** County in Deed Book **2034** at Page **2105**.

**All that certain piece and parcel of land being designated as Parcel A2-6 as shown in Plat Book 102 at Page 14, being bounded on the north by the Jasper County Boundary Line; on the east by lands N/F of Sun City; on the south by Hwy US 278 and on the west by Tram Road.**

**The easement will be for the gas facilities more fully shown on Exhibit "A", attached hereto and made a part hereof, as reference only. The location and installation of all gas lines will be approved by the Grantor by the signing of a SCE&G Drawing.**

**TMS: R600 020 000 1356 0000**

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary or desirable and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe lines shall be borne by Grantee.

Grantor agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe lines.

Reserving, however, to Grantor the right to use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

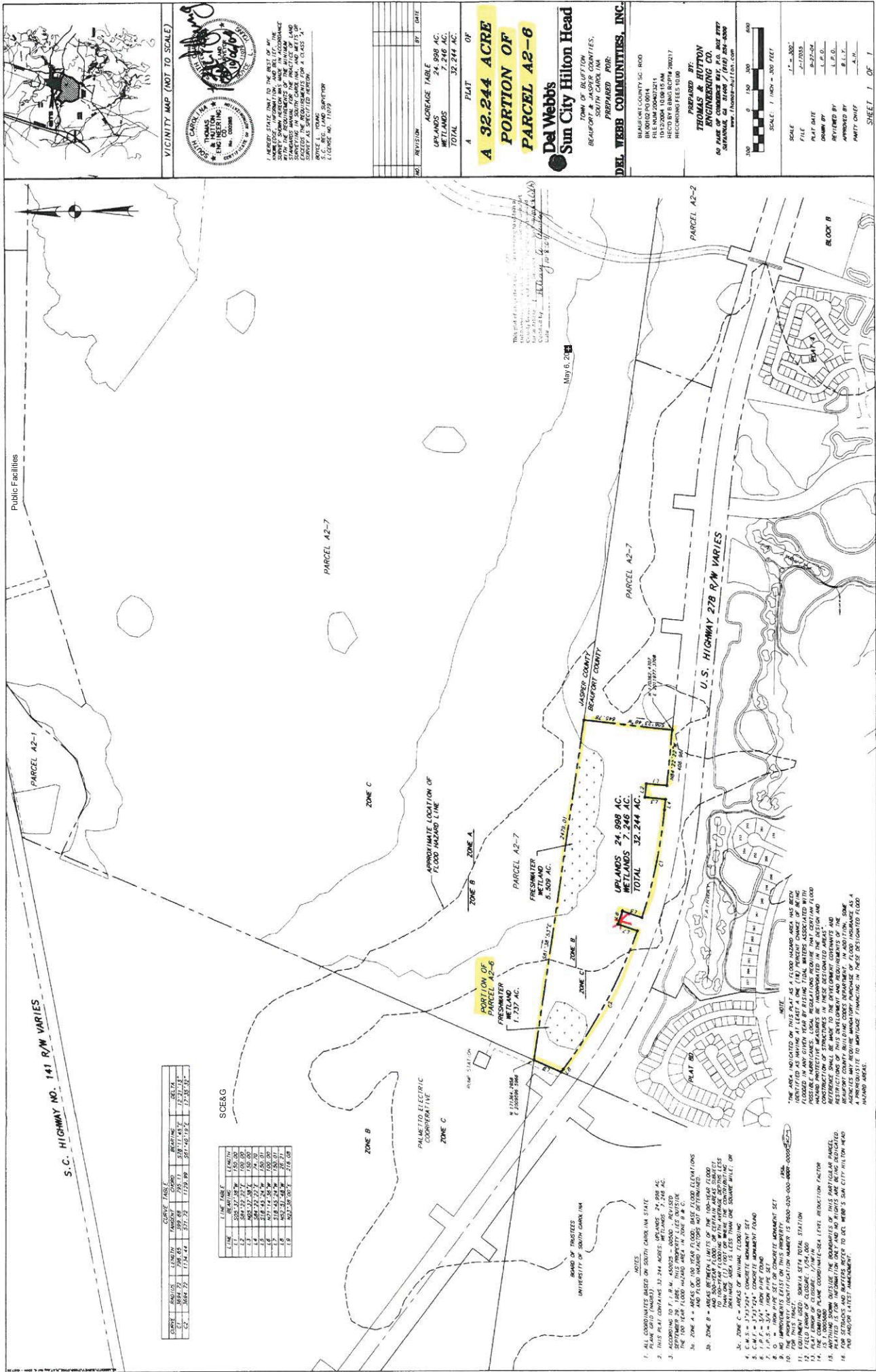
WITNESS:

**Signature Pages Following**









**CURVE TABLE**

LINE	ANGLE	LENGTH	AMOUNT	CHORD	DELTA
1	90.00	100.00	100.00	100.00	180.00
2	90.00	100.00	100.00	100.00	180.00
3	90.00	100.00	100.00	100.00	180.00
4	90.00	100.00	100.00	100.00	180.00
5	90.00	100.00	100.00	100.00	180.00
6	90.00	100.00	100.00	100.00	180.00
7	90.00	100.00	100.00	100.00	180.00
8	90.00	100.00	100.00	100.00	180.00
9	90.00	100.00	100.00	100.00	180.00
10	90.00	100.00	100.00	100.00	180.00

**SCE&G**

LINE	TIME	AREA	LENGTH
1	5:00	17,428.79	150.00
2	5:00	17,428.79	150.00
3	5:00	17,428.79	150.00
4	5:00	17,428.79	150.00
5	5:00	17,428.79	150.00
6	5:00	17,428.79	150.00
7	5:00	17,428.79	150.00
8	5:00	17,428.79	150.00
9	5:00	17,428.79	150.00
10	5:00	17,428.79	150.00

**VICINITY MAP (NOT TO SCALE)**

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM REASONABLE AND RELIABLE SOURCES AND WAS MADE IN ACCORDANCE WITH THE STANDARDS PRACTICE FOR THE PREPARATION OF LAND SURVEYS. I AM NOT PROVIDING ANY WARRANTY AS TO THE ACCURACY OF THE INFORMATION EXCEPT AS SPECIFICALLY SET FORTH IN THIS INSTRUMENT.

S.C. REG. LAND SURVEYOR  
 LICENSE NO. 11059

**APPROXIMATE LOCATION OF FLOOD INLAND LINE**

NO.	REVISION	DATE

**A 32.244 ACRE PORTION OF PARCEL A2-6**

**Del Webb's Sun City Hilton Head**

TOWN OF BLUFFTON  
 BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR:  
**DEL WEBB COMMUNITIES, INC.**

BEAUFORT COUNTY SC: 800  
 BEAUFORT COUNTY, SOUTH CAROLINA  
 RECORDING FEE: \$100

RECORDING FEE: \$100  
 RECORDING FEE: \$100

PREPARED BY:  
**THOMAS & BROTTON ENGINEERS, P.C.**  
 1010 W. BROADWAY, SUITE 200  
 CHARLOTTE, NC 28202  
 www.thomas-broton.com

**SCALE**

1" = 300'

FILE: 11-1053

PLAT DATE: 8-25-24

DRAWN BY: E.P.D.

REVIEWED BY: E.P.T.

APPROVED BY: A.H.

PARTY CHIEF: A.H.

SHEET 1 OF 1

- NOTES:**
1. ALL CONDIMNATIONS BASED ON SOUTH CAROLINA STATE PLANNED DEVELOPMENT ACT.
  2. THIS PLAT CONTAINS 32.244 ACRES: 24.998 AC. ACCORDING TO F.P.M. RECORDS - 00000 - REVISED 10/11/10 AND 7.246 AC. ACCORDING TO THE 100 YEAR FLOOD HAZARD AREA IN ZONE A & C.
  3. ZONE A = AREAS OF 100 YEAR FLOOD BASE FLOOD ELEVATIONS AND 300-YEAR FLOOD OF CERTAIN AREAS IDENTIFIED BY THE SOUTH CAROLINA DEPARTMENT OF WATER AND FIRE CONTROL AND PREVENTION (SCDFCP) AS BEING AT RISK OF MINIMAL FLOODING.
  4. ZONE B = AREAS OF MINIMAL FLOODING.
  5. ZONE C = AREAS OF MINIMAL FLOODING.
  6. C.M.S. = 3" x 3" CONCRETE MANHOLE SET.
  7. C.M.P. = 3" x 3" CONCRETE MANHOLE SET.
  8. P.S. = 3" x 3" PUMP PUMP SET.
  9. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT.
  10. THE PROVISIONS OF THE SUBDIVISION ACT SHALL APPLY TO THE PROJECT IDENTIFICATION NUMBER IS 1000-020-000-0000-0000.
  11. EQUIPMENT USED: NORTH SETA TOTAL STATION.
  12. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
  13. ALL DIMENSIONS OF CURVES SHALL BE IN FEET AND INCHES.
  14. ALL DIMENSIONS OF PLANE COORDINATE SYSTEMS SHALL BE IN FEET AND INCHES.
  15. ALL DIMENSIONS OF STATION POINTS SHALL BE IN FEET AND INCHES.
  16. FOR STATIONS AND BATTERS REFER TO DEL WEBB'S SUN CITY HILTON HEAD PLAT AND/OR LATEST AMENDMENT.

**NOTE:**

THE AREA INDICATED ON THIS PLAT AS A FLOOD HAZARD AREA HAS BEEN IDENTIFIED AS SUCH BY THE SOUTH CAROLINA DEPARTMENT OF WATER AND FIRE CONTROL AND PREVENTION (SCDFCP) AND IS ASSOCIATED WITH FLOODING IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD AREAS BE IDENTIFIED AND ZONED AS SUCH. THE IDENTIFICATION OF THESE AREAS AND THE ZONING THEREOF SHALL BE MADE BY THE DEVELOPMENT COMMISSIONS AND BEAUFORT COUNTY BUILDING CODES DEPARTMENT. IN ADDITION, SOME DEVELOPERS MAY BE REQUIRED TO PROVIDE FLOODING IN THESE DESIGNATED FLOOD HAZARD AREAS.

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 ("Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between **Beaufort County**, a political subdivision of the State of South Carolina, ("Landlord"), mailing address: County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Bridges Preparatory School**, ("Tenant"), mailing address: 1100 Boundary Street, Beaufort, South Carolina 29902.

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.** This Lease shall cover a period of eight months (8) months, commencing on the 1<sup>st</sup> day of August, 2019, and terminating on the 28th day of February, 2020 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.

**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. Tenant understand Love House Ministries will occupy portions of the premises until August 9, 2019. Tenant agrees to permit the same.

**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 3:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Recreation 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 reserve the right to use the premises, as but not limited to, as follows:

Additionally, the Landlord shall have use of the entire facility on the first Monday and immediately preceding 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.

Landlord previously entered into a Lease with UNITED Community Task force for use of certain designated areas within the Premises Monday through Friday, 5:30 PM to 9:00 PM. Those certain areas are indicated on Exhibit "A" which is attached hereto. Tenant is aware of the Lease, is aware of the terms of the same, has discussed the lease with UNTIED Community Task Force. Tenant enters into this lease nevertheless and waives any conflict between the two leases.

In addition, Tenant shall not have access to the large back (storage) room off the gym. This area will be utilized exclusively by the Parks & Recreations Department.

**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. 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. Tenant shall not be responsible for damage caused by other tenants or groups which are authorized to use the premises; Tenant shall bring such damages to the attention of the Landlord immediately.

**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.

At the end of the lease Tenant shall, within 30 days of termination, return the Premises to the same condition they were in at commencement of the lease.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate and not to duplicate the same without written permission of Landlord. 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. The parties acknowledge that lost keys pose a risk to the security of the premises. Tenant agrees to notify Landlord immediately of any lost keys. Landlord will, in its sole discretion, determine whether it is necessary to change the locks. If changing the locks is necessary, Tenant agrees to reimburse County for the costs of the same within 24 hours of receipt of an invoice for the same.

**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. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, 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.

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: \_\_\_\_\_  
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.

**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.

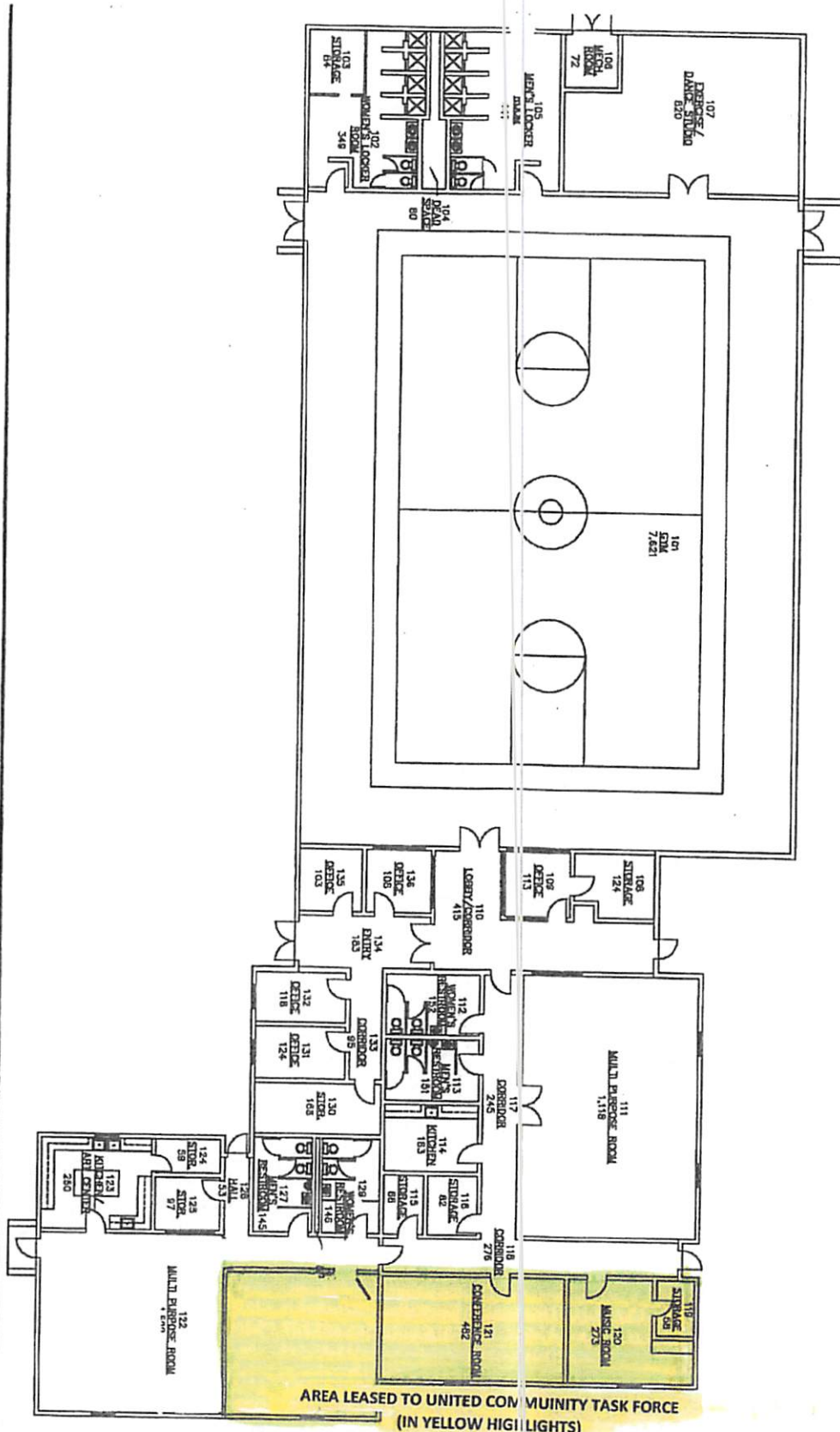
**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

**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, Tenant to Landlord or upon the occurrence of any default event as set forth in Paragraph 20. In the event the Lease is terminated prior to the date identified in Section 2 above, Tenant shall be responsible for its share of utilities incurred until the revised termination date.

**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



16,373 GENERAL  
SQUARE FOOTAGE

AREA LEASED TO UNITED COMMUNITY TASK FORCE  
(IN YELLOW HIGHLIGHTS)

GREENE STREET GYM  
1001 HAMAR STREET  
BEAUFORT, SC 29902  
BEAUFORT COUNTY, SOUTH CAROLINA



Fifth Division  
AIRCRAFT SERVICES  
4000 Hamar Street  
Beaufort, SC 29902  
Phone: (252) 733-4444  
Fax: (252) 733-4444

**HEERY**  
2504 GREENE STREET  
SUITE 100  
BEAUFORT, SC 29902  
PHONE: 252-733-3899  
FAX: 252-733-3899

Greene Street  
Gym  
Building # 53  
CST-16,373  
1001 Hamar Street  
Beaufort, SC 29902  
Date: August 9, 2002  
Project # 01023-01  
Scale: MS

EXHIBIT "A"



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

Item Title:

Council Committee:

Meeting Date:

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

**RESOLUTION 2019/\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MANAGEMENT AGREEMENT FOR NORTH WILLIMAN AND BUZZARD ISLANDS WITH THE STATE OF SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES**

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

**WHEREAS** Beaufort County co-purchased the parcels comprising North Williman and Buzzard Islands in 2002 for a total of 1,150,000 through the County's Rural and Critical Lands Preservation Program; and

**WHEREAS** the South Carolina Department of Natural Resources utilized federal grant funds to co-purchase North Williman and Buzzard Islands; and

**WHEREAS** the purpose of the County's Rural and Critical Land Preservation Program is to preserve and manage its properties for the benefit, education, and enjoyment of the citizens and visitors of Beaufort County; and

**WHEREAS** Beaufort County and the South Carolina Department of Natural Resources desire to clarify the joint ownership relationship and management responsibilities of North Williman and Buzzard Islands.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** authorizes the County Administrator to execute the North Williman and Buzzard Islands Management Agreement with the South Carolina Department of Natural Resources, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council





**WHEREAS**, as co-owners of the subject property and pursuant to S.C. Code Ann. 11-35-4850 & -4860 the Department and the County deem it beneficial to enter into this Agreement for the management of the property.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, and covenants expressed herein, the County and the Department agree as follows:

1. AUTHORIZATION

As allowed in County Ordinance 2018/53 and the Work Plan, the County agrees that the foregoing instruments are amended pursuant to or otherwise will be implemented consistent with the terms of this Agreement and South Carolina law, including S.C. Code Ann. 50-11-2200 (1976 & Supp. 2018) and Regulations 123-200 *et seq.*

The parties agree the Department may provide public hunting opportunities and undertake land management activities on North Williman Island and Buzzard Island, consistent with the Department's laws, rules, regulations, policies and guidelines.

Furthermore, the parties will endeavor to keep each other informed of any changes in law adopted or proposed which may affect the subject property.

2. MANAGEMENT AND MAINTENANCE ACTIVITIES

The parties agree that management and maintenance activities include a) routine land management activities such as prescribed burning and invasive exotic plant and animal control and b) observational ecological research and monitoring activities. The Department will have primary responsibility for conducting or coordinating management and maintenance activities unless otherwise agreed on an activity-by-activity basis. Timber harvesting will not be conducted as a regular management activity. The parties will coordinate on the content, location, and installation of official signs of the parties. Any activity other than those authorized will require prior written consent between both parties.

3. IMPROVEMENTS AND ALTERATIONS

Improvements include any and all major capital and/or construction activities that may occur on the subject properties. Improvements and alterations such as trail development, boardwalks, boat/kayak access, docks, piers, observation platforms/towers, or any other structure will not be constructed without prior written consent and an implementation agreement between both parties. Any improvements or alterations must be consistent with the applicable laws, rules, regulations, policies, and guidelines of both parties.

4. WILDLIFE MANAGEMENT AREA STATUS

Until such time as the Department may designate North Williman Island and/or Buzzard Island as a Wildlife Management Area, there shall be no hunting, fishing, or taking of

wildlife upon the property. However, the Department may designate North Williman Island and/or Buzzard Island as Wildlife Management Area(s) which would be managed pursuant to relevant state law.

#### 5. PUBLIC ACCESS

Unless closed by special designation of SCDNR or the County, as allowed by law, all of North Williman Island and Buzzard Island may be accessed by the public during daylight (dawn to dusk) hours. No fees shall be charged for public use of the property with the exception of a Wildlife Management Area fee, if applicable.

#### 6. RESOURCE CONSERVATION

The natural, archeological, cultural, and similar resources of North Williman Island and Buzzard Island may not be disturbed, altered, or removed without the prior written consent of both parties.

#### 7. COMMERCIAL OR SPECIAL USE

No commercial or special use of the property shall occur without the prior written consent of both parties.

#### 8. TERM

The initial term of the Agreement shall be for a period of 20 years, beginning on the date of last signature by either party. The term of the Agreement may be extended for two successive periods of 10 years each, provided that such extensions are requested in writing by the County at least 30 days before the expiration of the term and affirmatively acknowledged in writing by the Department. If any term is not extended, the Agreement shall terminate upon the expiration of the term without the necessity of notice by either party. Furthermore, the Agreement may be terminated by either party and such termination will be effective 30 days following receipt of written notice by the non-terminating party.

#### 9. COMPENSATION

This Agreement does not obligate County or Department funds. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures.

#### 10. ASSIGNMENT

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by each party.

## 11. INSURANCE

The County and the Department will each maintain full liability coverage with the South Carolina Insurance Reserve Fund and such insurance coverage shall be maintained and effective for the duration of the Agreement and as may be necessary to provide coverage for any period of risk under this Agreement.

## 12. NOTICES

Any and all notices permitted or required by this Agreement shall be served upon the respective parties by means of certified mail, return receipt at the addresses shown below:

South Carolina  
Department of Natural Resources  
Office of Chief Counsel  
P.O. Box 167  
Columbia, SC 29202

Beaufort County Administrator  
Beaufort County  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

## 13. AUTHORITY

The parties herein represent and warrant each to the other that they have all the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement.

## 14. ENTIRE AGREEMENT

This written Agreement expresses the entire Agreement between the parties. All prior communications between the parties, whether written or oral, are merged into this Agreement. No amendment shall be binding upon the parties unless made in writing subsequent to the execution of this Agreement. In the event that any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BEAUFORT COUNTY

By: \_\_\_\_\_

Name: Ashley Jacobs

Title: County Administrator

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

SOUTH CAROLINA  
DEPARTMENT OF NATURAL  
RESOURCES

By: \_\_\_\_\_

Name: Alvin A. Taylor

Title: Director

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



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

County/BSWCD Lease Agreement Addendum

#### Council Committee:

Public Facilities

#### Meeting Date:

May 6, 2019

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

Amendments to the existing lease agreement between the County and the Beaufort Soil and Water Conservation District, which include 1) updating the consideration paragraph to include the County Administrator, 2) updating the Rent paragraph to include the Treasurer, 3) updating the Hours of Operation and Tenants Obligations sections to include open hours adjustment and BSWCD holidays, and removal of tenant obligation to maintain the facility rental calendar, and 4) updating sections 15 and 16 with the term "Tenant".

#### Points to Consider:

- 1) Updates to considerations and Rent paragraphs to be consistent with other lease agreements.
- 2) Updates to Hours of Operation and Tenants Obligations for consideration of times when BSWCD is not in the office as well as to be consistent with the Passive Parks Facility Rental Policy adopted by Council.
- 3) Updating the term "Tenant" to be consistent with the lease terminology.
- 4) BSWCD has agreed to the amendments.
- 5) Original lease agreement was not approved via Resolution/Ordinance, therefore the Addendum will only need a motion of approval as well.

#### Funding & Liability Factors:

None

#### Council Options:

- 1) Approve the lease amendment, 2) Do not approve the lease amendment

#### Recommendation:

Approve the lease amendment as written and authorize the County Administrator to execute.

## FIRST ADDENDUM TO LEASE AGREEMENT

This addendum is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Beaufort County (“Landlord”), and Beaufort Soil and Water Conservation District (“Tenant”).

The purpose of this addendum is to replace the following text contained in the Lease Agreement that was entered into by the Landlord and Tenant on May 21, 2017 for the use of premises located at Crystal Lake Park on Lady’s Island Drive, Beaufort, SC on Tax Map Number R200 018 000 020B 0000.

The following text and paragraphs of this lease are hereby amended to read the following:

The text “Attention: Mark Roseneau, Facilities Management” in the first paragraph shall be amended to “Attention: County Administrator”.

3. RENT. Tenant agrees to pay, without demand, to Landlord TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month, payable in advance, on or before the first day of every month during said term for a total rent of TWO THOUSAND AND FOUR HUNDRED DOLLARS (\$2,400.00) per term, in exchange for considerations and obligations as outlined heretofore. The rent is payable to Beaufort County Treasurer and to be submitted to Treasurer, Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901 with Account #45020001 written in the memo line.

7. HOURS OF OPERATION. Tenant shall operate and have open to the public the premises Monday through Friday, and every first Saturday of each month, during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County and Beaufort Soil and Water Conservation District designated holidays.

8. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Leased Premises as follows:

- a. Tenant shall operate and have open to the public the premises Monday through Friday, and every first Saturday of each month, during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County and Beaufort Soil and Water Conservation District designated holidays.

(Subsections b. through i. remain as originally written.)

- j. Tenant shall notify the Beaufort County Passive Parks Manager by email of any maintenance or management issues needing addressed by Landlord.

The term “Lessee” in Sections 15 and 16 shall be amended to “Tenant”.

**IN WITNESS WHEREOF**, the above-named Landlord and the above-named Tenant have caused this instrument to be executed on the day and year set forth first above.

LANDLORD:

\_\_\_\_\_  
WITNESS 1

\_\_\_\_\_  
WITNESS 2

\_\_\_\_\_  
By: Ashley Jacobs  
Title: County Administrator

TENANT:

\_\_\_\_\_  
WITNESS 1

\_\_\_\_\_  
WITNESS 2

\_\_\_\_\_  
By: A. Alan Ulmer, Jr.  
Title: Commissioner Chairperson

COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT**

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 21st day of May, 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: Mark Roseneau, Facilities Management, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Beaufort Soil and Water Conservation District** with a mailing address of **P.O. Box, 817 Paris Avenue, Port Royal, SC 29935**, hereinafter referred to as "Tenant".

Whereas Landlord hereby leases to Tenant and the Tenant hereby rents from the following described premises:

1. **DESCRIPTION OF LEASED PREMISES.** The Tenant shall have use of the premises identified as "Exhibit A" attached hereto located on that certain, piece, parcel or tracts of land, with improvements thereon, known as Crystal Lake, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 4.38 acres in total with 3.43 acres thereof being high land which is a portion of Lot 11, Section 16, Township One South Range One West of the U.S.D.T.C. survey of South Carolina, according to the plat prepared by Robert D. Trogdon IV and recorded with the Beaufort County Register of Deeds at Book 102 and Page 49.

DMP: R200 018 000 020B 0000

2. **TERM.** The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 1st day of June 2017, and terminating on the 31st day of May, 2018, unless terminated sooner pursuant to the provisions of this Lease.

The term of this Lease may be extended for five (5) additional one-year periods thereby extending the possible termination date until May 31, 2023 upon the written approval of both the Landlord and Tenant.

Tenant covenants that upon termination of this Lease, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys and access to the Landlord.

3. **RENT.** Tenant agrees to pay, without demand, to Landlord TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month, payable in advance, on or before the first day of every month during said term for a total rent of TWO THOUSAND AND FOUR HUNDRED DOLLARS (\$2,400.00) per term, in exchange for considerations and obligations as outlined heretofore. The rent is payable to Beaufort County Treasurer and to be submitted



to Mark Roseneau, Beaufort County, Facilities Maintenance, 120 Shanklin Road, Beaufort, SC 29906.

**NOTICE TO TENANT:** IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

4. **UTILITIES:** Landlord shall be responsible for paying all utility expenses associated with this facility during the term of occupancy. Landlord reserves the right to revise this provision prior to lease renewal.

Landlord shall provide internet and landline phones and long distance billing codes.

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. **USE OF PREMISES.** The premises shall be used and occupied by Tenant exclusively as an office 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 an office, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, during the term of this Agreement. Beaufort County reserves the right to rent the premises and surrounding park facilities at all other times not identified above for use by the general public or special events.
7. **HOURS OF OPERATION** Tenant shall operate and have open to the public the premises Tuesday through Saturday during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County holidays.
8. **TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows:
  - a. Tenant shall operate and have open to the public the premises Tuesday through Saturday during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County holidays.
  - b. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - c. Keep the premises reasonably safe and clean;



- d. Dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; Landlord will provide custodial services three days per week and the custodial services will haul trash from the premises;
- e. 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;
- f. 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;
- g. 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;
- h. 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
- i. comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.
- j. County Council, County Boards and Commissions will have first priority use of the conference room. Use of the conference room will be scheduled through tenant Beaufort County Soil and Water Conservation District in coordination with Beaufort County Planning Department, (843)255-2140 or its designee.

**9. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the 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.

**10. MAINTENANCE AND REPAIRS.** The landlord shall perform maintenance and repairs to the premises upon its own discretion and convenience including but not limited to grounds maintenance.

**11. ALTERATIONS AND IMPROVEMENTS.** Tenant shall not have the option or right, to improve the décor and appearance of the exterior or interior of the facility 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. 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.
- 14. 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 premises for any reason whatsoever. Land lord agrees, when able, to provide Tenant with reasonable notice of said entry upon the facility located on the premises. No notice will be required in emergent situations or for access or entry upon the land.
- 15. 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.
- 16. 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 premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the premises.
- 17. HOLDOVER BY TENANT.** Should Tenant remain in possession of the 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.
- 18. 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.



- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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: [Signature]  
Gary Kubic, County Administrator  
Joshua Gruber, Deputy County Administrator

[Signature]  
Witness  
[Signature]  
Witness

**TENANT:**  
Soil and Water Conservation District

By: [Signature]  
Name: A. Alan Ulmer, Jr.  
Its: Commissioner Chairperson

[Signature]  
Witness  
[Signature]  
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.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Beaufort County Transportation Committee - Board Appointments

**Council Committee:**

Public Facilities Committee

**Meeting Date:**

May 6, 2019

**Committee Presenter (Name and Title):**

N/A

**Issues for Consideration:**

(2) vacancies

**Points to Consider:**

There is a vacancy in:  
Council District #10  
Council District #11  
  
Applicant list attached.

**Funding & Liability Factors:**

N/A

**Council Options:**

N/A

**Recommendation:**

Fill the vacancies.

**Beaufort County Transportation Committee  
(Applicants)**

<b>Name</b>	<b>Council District</b>	<b>Ethnicity</b>	<b>Primary Interest or Expertise</b>	<b>Other ABC Interest</b>	<b>Date Application Received</b>
Winslow, Brian	2	Caucasian	Construction Engineer	Zoning - 1 Planning - 2	July 2017





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

received  
7/12/17 JS



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

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

**BOARDS AND COMMISSIONS**

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

DATE: 7/5/2017 NAME: Brian Winslow

VOTER REGISTRATION NUMBER: 074505655 OCCUPATION: CONSTRUCTION ENGINEER

TELEPHONE: (Home) 986 1096 (Office) 200-2775 EMAIL: Winslowehangmy.com

HOME ADDRESS: 16 JASPER LAKE, Beaufort STATE: SC ZIP CODE: 29907

MAILING ADDRESS: S.A.A. STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

ETHNICITY:  Caucasian  African American  Other

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

If "yes", when does term expire? \_\_\_\_\_

If recommended by a Council Member, indicate name: \_\_\_\_\_

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

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

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

Applicant's Signature: BW Date: 7/5/2017



**Beaufort County Planning Commission  
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission. *To help develop proper planning & vision  
to insure the quality of life in Beaufort County is maintained in the future*

What qualifications, experience and expertise make you a good candidate for the Planning Commission?  
*Over 30 years in the construction business with a business & engineering background*

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?  
*The planning commission should represent the views & wishes of the people who  
live & work in Beaufort County by making sure growth matches these desires*

What do you believe are the most important planning issues facing the County during the next five years?  
*Overdevelopment, traffic, uncontrolled growth*

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.  
*I have never been on the Commission*

# BRIAN WINSLOW

winslow@hargray.com  
16 Jasper Lane  
843 986 1096

## OBJECTIVES

To serve on a board where my experience and education can contribute to its success

## EDUCATION

### University of Akron

**1974 BSBA Business Administration**

**1978 BSCE Construction Engineering**

## EXPERIENCE

### Major Heavy/Highway Construction Contractors

**1975 to present**

Construction management and engineering on civil/ site-work projects

## SKILLS

- Business administration
- Construction management
- Engineering
- Scheduling and planning
- Financial management



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Keep Beaufort County Beautiful Board - Board Appointments

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

May 6, 2019

#### Committee Presenter (Name and Title):

N/A

#### Issues for Consideration:

(3) vacancies

#### Points to Consider:

There is a vacancy in:  
Council District #7  
Council District #8  
Council District #9

Applicant list attached.

#### Funding & Liability Factors:

N/A

#### Council Options:

N/A

#### Recommendation:

Fill the vacancies.

**Keep Beaufort County Beautiful Board  
(Applicants)**

<b>Name</b>	<b>Council District</b>	<b>Ethnicity</b>	<b>Primary Interest or Expertise</b>	<b>Other ABC Interest</b>	<b>Date Application Received</b>
No Applications on File					