

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

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 JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
 COUNTY ADMINISTRATOR

SARAH W. BROCK
 CLERK TO COUNCIL

AGENDA
 PUBLIC FACILITIES COMMITTEE

Monday, August 12, 2019

4:00 p.m.

(or immediately following the Executive 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 – 4:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **INTRODUCTIONS**

[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]

4. **APPROVAL OF AGENDA**
5. **CITIZEN COMMENTS** *(Comments regarding agenda items only)*
6. **CONTRACT AWARD / Recommendation to award CARE Environmental Corp. the contract for household hazardous waste disposal services for the Beaufort County Solid Waste and Recycling Section in the amount of \$160,000 – Dave Thomas, Purchasing Director (backup)**
7. **CONTRACT AWARD / Janitorial Cleaning Contract extension request with A & B Cleaning Services (July through September) – Dave Thomas, Purchasing Director (backup)**
8. **CONTRACT AWARD / Recommendation to award Paul S. Akins Construction Company, Inc., the contract for the Beaufort County Government Complex, New Office Building in the amount of \$6,775,812.00 – Dave Thomas, Purchasing Director (backup)**



9. **DISCUSSION / An ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County known as the Wright Family Park – Thomas J. Keaveny II, County Attorney (backup)**
10. **DISCUSSION / an ordinance to appropriate \$21,677 from the local hospitality tax for waterfront structure inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier - (backup)**
11. **DISCUSSION / an ordinance to appropriate \$27,000 each year for five (5) years from the 3% Local Accommodation Tax funds for the inspections of Broad River Fishing Pier – (backup)**
12. **APPROVAL / Resolution applying impact fee credit to Beaufort Memorial Hospital pursuant to an Intergovernmental Agreement among The County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park Frontage Road. (IGA dated February 28, 2011.) – Thomas J. Keaveny II, County Attorney; Eric Greenway, Director, Community Development and Russell Baxley, President and CEO Beaufort Memorial Hospital (backup)**
13. **EXECUTIVE SESSION**
 - A. Receipt of legal advice regarding negotiations pertaining to the proposed sale of Bob Jones Field / *Thomas J. Keaveny II, Beaufort County Attorney*
 - B. Receipt of legal advice regarding interpretation of IGA with BMH and Town of Bluffton / *Thomas J. Keaveny II, Beaufort County Attorney*
14. **MATTERS ARISING OUT OF EXECUTIVE SESSION**
15. **CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS**
 - A. Keep Beaufort County Beautiful Board / (3) vacancies
16. **ADJOURNMENT**



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Contract Award Recommendation for IFB #053019
Beaufort County Public Works SW&R Household Hazardous Waste Disposal and Services

DATE: June 17, 2019

BACKGROUND: Beaufort County issued an Invitation for Bid (IFB) to solicit bids from qualified firms to provide household hazardous waste disposal services for the Beaufort County Public Works Department Solid Waste and Recycling Section. Household hazardous waste is collected at the County Convenience Centers and consolidated at the County's Public Works Complex (120 Shanklin Road, Beaufort, SC) for proper shipment and disposal by the vendor. IFB #053019 was posted through Vendor Registry and was opened on May 30, 2019.

The staff evaluation committee reviewed the bids for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel selected CARE Environmental Corp., as the lowest responsive/responsible company.

VENDOR INFORMATION:

COST ESTIMATED PER FY19 WASTE GENERATED

1. CARE Environmental Corp.	\$ 151,495.15
2. ECOFLO, Inc.	\$ 164,515.75
3. Tradebe Environmental Services, LLC	\$ 168,352.00
4. MXI Environmental Services LLC	\$ 202,540.25
5. Advanced Sustainable Engineered Solutions, LLC	* bid not received; cover letter only

Total estimated cost per year: \$160,000 based on prior contract volume generated.

FUNDING: Solid Waste and Recycling Account 10001340-51160

FOR ACTION: Public Facilities Committee on August 5, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$160,000 to CARE Environmental, Corp.

cc: Ashley Jacobs, County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Eric Larson, Director Environmental Engineering
David Wilhelm, Director Public Works
Cindy Carter, Solid Waste Coordinator

Attachment: 1. Bid Tab



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Janitorial Cleaning Contract extension request with A & B Cleaning Services (July through September)

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

Issues for Consideration:

The current Janitorial Cleaning Services contract with A & B Cleaning, Greenville, NC ended on June 30, 2019 and will need to be renewed through the end of September, 2019. The current monthly cost for 53 county locations is \$50,958.76. Staff is requesting a three month extension for a total contract amount of \$152,876.28.

Points to Consider:

1. The original RFP was awarded to A & B Cleaning in June of 2014. The current FY2019 contract cost was \$609,483.76. We are in our fifth year of the contract so it's time to publish a new RFP.
2. The new RFP for Janitorial Services for 53 locations closing date is August 14, 2019 at 3:00 pm.
3. County Staff is planning on presenting a new contract award recommendation in September and start a new contract on October 1, 2019.

Funding & Liability Factors:

Cleaning Services accounts: 10001310, 51000011, 54000011-51210.

Council Options:

Approve the contract extension or reject the contract extension.

Recommendation:

The Public Facilities Committee approves the contract extension with A & B Cleaning and sends to County Council for approval for the three months beginning July 1, 2019 and ending September 30, 2019 for a total contract amount of \$152,876.28



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: **New Contract as a Result of Solicitation**
IFB 052819, Beaufort County Government Complex, New Office Building

DATE: 08/12/2019

BACKGROUND:

On June 20, 2019, The Purchasing Department received two (2) bids for the Beaufort County Government Complex, New Office Building project. Bids were received from the Paul S. Akins Company, Inc. and the Fraser Construction Company, LLC. Paul S. Akins Company was the low bidder with a total base bid of \$6,651,012.00. The architect has recommended that bid alternate 01, for the addition of telecommunications cabling, devices and build-out of two server rooms, be accepted. The addition of this alternate (+\$124,800.00) raises the total bid to \$6,775,812.00, which is under the architect's probable cost estimate of \$6,806,487.16. The architect's recommendation for award is attached.

*Staff conducted a review of the Paul S. Akins Construction bid pricing and for SMB compliance and finds no reason to reject their bid (see the attachments for more information). Therefore, Paul S. Akins is the certified lowest responsible/responsive bidder.

VENDOR INFORMATION:

1. Paul S. Akins Construction Company, Inc.
(Pricing includes all allowances and alternate 01)

2. Fraser Construction Company, LLC
(Pricing includes all allowances and alternate 01)

COST:

\$6,775,812*

\$7,475,000

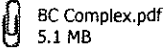

FUNDING:

Funding approved: Select... By: Date:

FOR ACTION: Public Facilities Committee meeting on August 12, 2019.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to the Paul S. Akins Construction Company, Inc., in the amount of \$6,775,812.00 for the construction of the new office building complex.

Attachment:  BC Complex.pdf 5.1 MB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: Select... Date:

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Select... Date:

Robert McFee, PE, Division Director, Construction, Engineeri

Approved: Select... Date:

Check to override approval: Overridden by:

Override Date:

ready for admin:

Mark Roseneau, Director, Facility Management Department

Approved: Select... Date:

Check to override approval: Overridden by:

Override Date:

ready for admin:

After Initial Submission, Use the Save and Close Buttons



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN UTILITY EASEMENT ENCUMBERING THE WRIGHT FAMILY PARK

Council Committee:

PUBLIC FACILITIES

Meeting Date:

AUGUST 12, 2019

Committee Presenter (Name and Title):

Thomas J. Keaveny, County Attorney

Issues for Consideration:

N/A

Points to Consider:

Beaufort County and Town of Bluffton jointly own the Wright Family Park. This property contains a historic building which the Town of Bluffton plans to restore, the remainder of the property is to be used as a passive park. This easement is needed to run underground conduit to provide lights in the park.

Funding & Liability Factors:

None

Council Options:

Approve, modify, or reject

Recommendation:

Approve

ORDINANCE 2019 / __

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, SOUTH CAROLINA, IDENTIFIED AS TMS NO. R610 039 00A 0111 0000 AND ALSO KNOWN AS THE WRIGHT FAMILY PARK.

WHEREAS, Beaufort County jointly owns with the Town of Bluffton, Parcel Number R610 039 00A 0111 0000 with a street address of 111 Calhoun Street, Bluffton, SC 29910 and also known as the Wright Family Park (the “Property”); and

WHEREAS, Beaufort County and the Town of Bluffton desire to further development the Property for the purposes of a passive park and restoration of the historic structures on the Property; and

WHEREAS, in order to develop the Property as described above, it is necessary for Dominion Energy South Carolina, Inc., a South Carolina Corporation (“Dominion”) to locate overhead and/or underground electric systems to serve the Property; and

WHEREAS, Dominion has requested that Beaufort County and the Town of Bluffton grant a utility easement for the nonexclusive right to enter the Property for the purposes of constructing, maintaining, and operating overhead and/or underground electric lines across portions of the Property; and

WHEREAS, County staff has worked diligently with Dominion to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself; and

WHEREAS, Beaufort County Council has determined that it is in the best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and show on the attached “Exhibit A”; 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 the adoption of an Ordinance by Beaufort County Council.

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 “Exhibit A”; and
- (2) The County Administrator is hereby authorized to take all necessary actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new power line to occur as agreed upon by the County and Dominion.

Adopted this ____ day of ____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

Easement # 899172

INDENTURE, made this _____ day of _____, 2019 by and between **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**, hereinafter called "Grantor" (whether singular or plural), and **DOMINION ENERGY SOUTH CAROLINA, INC.**, 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, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a portion of a lot of land containing **1.27 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Augustine T.S. Wright, Jr.**, dated or recorded **5/9/2017**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 3573 at Page 1701**.

This property is identified as 111 Calhoun Street, being situate at the southeast corner of the intersection of Water St. and Calhoun St. The easement will be as the facilities are actually installed and are more fully shown on Dominion Energy South Carolina, Inc., drawing #83410 and any revisions made thereof, being attached hereto, as "Exhibit A" and made a part hereof as reference only. A signed Dominion Energy South Carolina, Inc., drawing, by the Grantor, its successors or assigns will be authorization for the location and installation of future facilities.

TMS: R610 039 00A 0111 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

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 PAGE FOLLOWING

Easement # 899172

The Town of Bluffton, a South Carolina municipal corporation

1st Witness

By: _____ (SEAL)
Marc Orlando

2nd Witness

Title: Town Manager

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **Marc Orlando, as Manager of The Town of Bluffton, a South Carolina Municipal Corporation,** personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2019

Signature of Notary Public State of SC

My commission expires: _____

Print Notary Public Name

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Wright Family Park- Lighting**
County: **Beaufort**
R/W File Number: **23261**
Grantor(s): **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

Easement # 899172

Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina

1st Witness

By: _____ (SEAL)

Print Name: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, as _____ of **Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2019

 Signature of Notary Public State of SC

My commission expires: _____

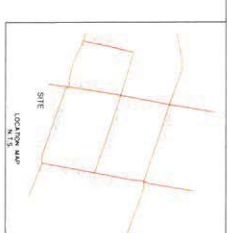
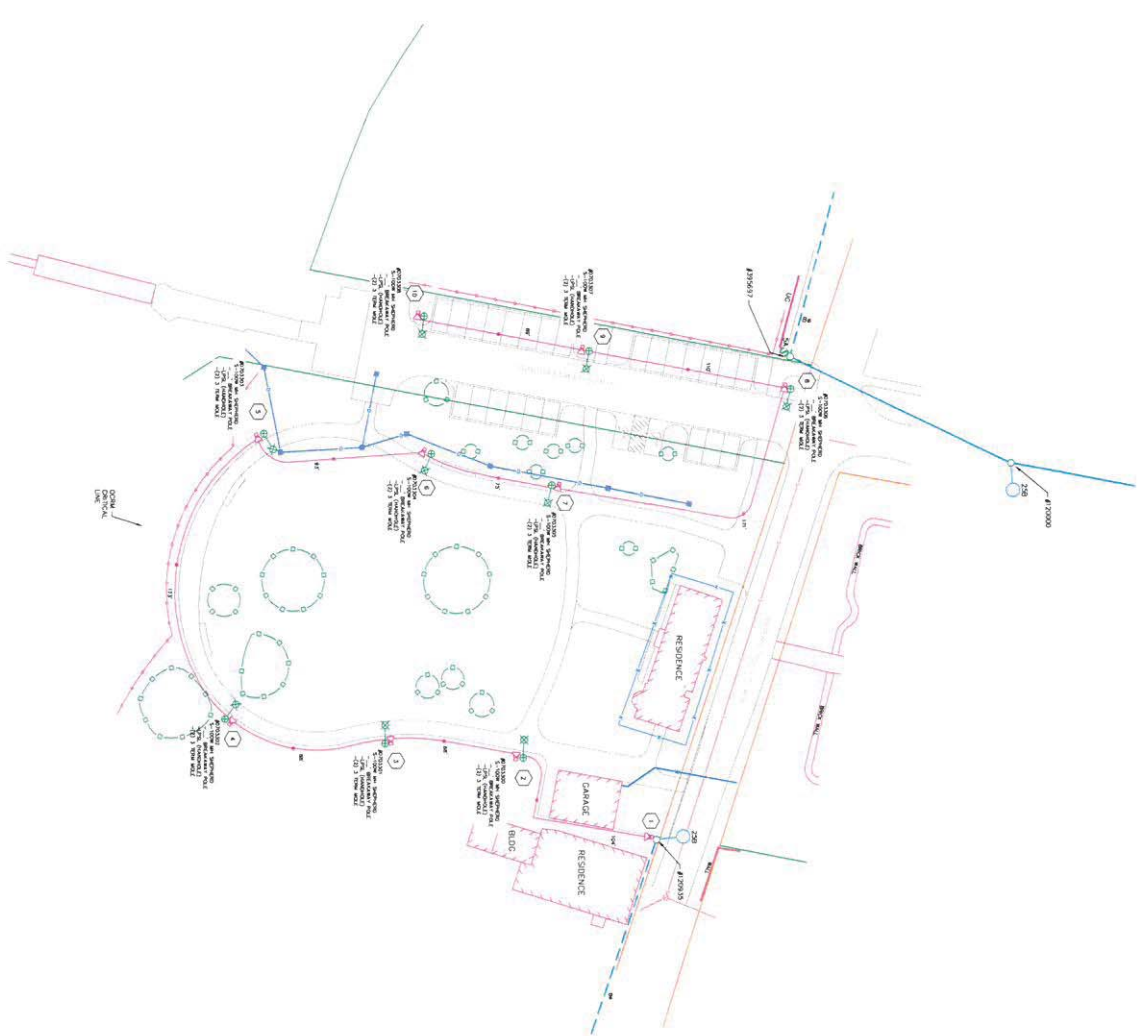
 Print Notary Public Name

RIGHT OF WAY GRANT TO DOMINION ENERGY SOUTH CAROLINA, INC.

Line: **Wright Family Park- Lighting**
 County: **Beaufort**
 R/W File Number: **23261**

Grantor(s): **The Town of Bluffton, a South Carolina Municipal Corporation and Beaufort County, South Carolina, a Political Subdivision of the State of South Carolina**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910



PLAN "SAFETY" INTO EVERY JOB

ELECTRONIC DRAWING - DO NOT REVISE MANUALLY

PRELIMINARY

NO.	DATE	BY	REVISION

COMPANY: DOMINION ENERGY SOUTH CAROLINA, INC.
TITLE: WRIGHT FAMILY PARK - BLUFFTON, SC
SCALE: 1" = 30'
DATE: 08/31/10
SHEET: 1 OF 1 SHEETS (8/26/09)

PROJECT: 1 DAY'S BEFORE DESIGNING IN SOUTH CAROLINA
CALL 811
 CALL 811 TO REPORT ANY POTENTIAL UNDERGROUND UTILITY LOCATIONS. THIS SERVICE IS AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK. FOR MORE INFORMATION, VISIT US AT WWW.CALL811.COM

RIGHT OF WAY INFORMATION
 BY: JEFF HINDENBERG
 FILE NUMBER: _____
 PROJECT NO: _____
 DRAWING NO: _____
 DATE: _____

W.O.# _____
STARTED BY _____
COMPL. FILED BY _____
CHECKED OUT BY _____
COORDINATOR TERRANCE HARRIS
ELECTRIC ENG. TECH TERRANCE HARRIS
GAS ENG. TECH _____

REVISIONS:
 1. _____
 2. _____
 3. _____

LEGEND:
 [Symbol] 120V AC
 [Symbol] 240V AC
 [Symbol] 480V AC
 [Symbol] 600V AC
 [Symbol] 120V DC
 [Symbol] 240V DC
 [Symbol] 480V DC
 [Symbol] 600V DC

NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).

DISCLAIMER:
 THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Waterfront Structures

Council Committee:

Public Facilities Committee

Meeting Date:

August 5, 2019

Committee Presenter (Name and Title):

Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

County Council is authorized to utilize Local Hospitality Tax Funds for certain limited purposes including tourism related cultural, recreational and historical programs and facilities. The appropriation of funds for the inspections of Waterfront Structures ensures the safety for tourism and recreational activities.

Points to Consider:

Structures to be inspected include 5 water crossings on Spanish Moss Trail and Wimbee Creek Fishing pier. The water crossings on SMT include timber and concrete bridges and RCP culverts all installed at different times and all in various stages of aging. These inspections will be a base line to determine if repairs are needed and then establish a periodic inspection plan. An inspection on Wimbee Creek fishing pier was completed in February 2018, with evaluation noting the structure in fair to poor condition. This is a follow-up inspection to evaluate current conditions and determine if repairs should be implemented.

Funding & Liability Factors:

To appropriate \$21,677 from the Local Hospitality Tax for Waterfront Structure Inspections of portions of the Spanish Moss Trail and Wimbee Creek Fishing Pier.

Council Options:

Approve or disapprove appropriation of funds

Recommendation:

Approve appropriation of funds

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 ž Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) ž 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0003

Originally submitted on: 2019-06-11T15:11:58

Select One:

- | | |
|---------------------------------------------------------|-----------------------------------------------|
| <input checked="" type="radio"/> Ordinance / Resolution | <input type="radio"/> Lease (Real Property) |
| <input type="radio"/> MOA / MOU / IGA | <input type="radio"/> Easement / Right Of Way |
| <input type="radio"/> Other _____ | |

Document Title: Ordinance Waterfront Structure Inspection

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 7/1/2019

Description/Concern:

AN ORDINANCE TO APPROPRIATE \$21,677 FROM THE LOCAL HOSPITALITY TAX FOR WATERFRONT STRUCTURE INSPECTIONS OF SPANISH MOSS TRAIL AND WIMBEE CREEK FISHING PIER

If applicable, please provide the total value amount of the contract:

- Amount BELOW \$50,000.00
- Amount \$50,000 to \$99,999
- Amount \$100,000 and above

Has the item been approved by a Council Committee? Yes No N/A

Has the item been approved by full Council? Yes No N/A

Attachments: _____

No file attached



Ordinance Waterfront Structure
Inspection.docx
16.76 KB



2019 Beaufort County Waterfront
Structures.pdf
232.13 KB

LEGAL DEPARTMENT USE ONLY

Attachments:



Ordinance Waterfront Structure
Inspection with csi edits
6.27.2019.docx
17.04 KB



No file attached



No file attached

Approved

On Hold

Send Request to County Admin

Disapproved

Comments:

Please use the uploaded edited version from legal. Should be presented to Public Facilities committee at next opportunity.

cinglese

Legal Department Staff

6/27/2019

8:44:45 AM

Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes

ORDINANCE NO. 2019 / _____

AN ORDINANCE TO APPROPRIATE \$21,677 FROM THE LOCAL HOSPITALITY TAX FOR WATERFRONT STRUCTURE INSPECTIONS OF PORTIONS OF THE SPANISH MOSS TRAIL AND WIMBEE CREEK FISHING PIER

WHEREAS, County Council is authorized to utilize Local Hospitality Tax Funds for certain limited purposes including tourism related cultural, recreational and historical programs and facilities; and

WHEREAS, County Council is authorized to utilize Local Hospitality Tax Funds for highways, roads, streets, bridges and boat ramps providing access to tourist destinations; and

WHEREAS, County Council is authorized to utilize Local Hospitality Tax Funds for river access; and

WHEREAS, the proposal for conducting structural inspections along the Spanish Moss Trail and the Wimbee Creek Fishing Pier qualify for Hospitality Tax Fund expenditures; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-534(b) states “authorization to utilize any funds from the ‘County of Beaufort, South Carolina, Hospitality Tax Account,’ shall be by ordinance duly adopted by the County Council;” and

WHEREAS, Beaufort County deems it appropriate and in the best interest of its citizens to provide funding for inspection services associated with the Spanish Moss Trail and Wimbee Creek Fishing Pier from Hospitality Tax Funds; and

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation of \$21,677 be made from the Local Hospitality Tax Fund to pay for the Waterfront Structure Inspections of Spanish Moss Trail and Wimbee Creek Fishing Pier.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

McSweeney Engineering
Waterfront Inspection Proposal

<u>Structure</u>	<u>Inspection Man Hours</u>	<u>Report Hours</u>	<u>Drawing Hours</u>	<u>Report QC</u>	<u>Cost Per Project</u>
Laurel Bay Bridge	6	4	4	1.5	\$2,055.00
Albergotti Bridge	12	4	4	1.5	\$2,925.00
Battery Creek Bridge	12	4	4	1.5	\$2,925.00
Battery Creek #2 Bridge	6	4	4	1.5	\$2,055.00
Culvery at Marshes of Battery Creek	3	4	4	1.5	\$1,620.00
Wimbee Creek Fishing Pier	36	4	4	1.5	\$6,405.00
Total Hours	75	24	24	9	
Average Rate	\$145.00	\$120.00	\$120.00	\$150.00	
Totals	\$10,875.00	\$2,880.00	\$2,880.00	\$1,350.00	
Total Inspection/Report	<u>\$17,985.00</u>				

Office Prep (Field Books/Planning)	\$750.00
Project Management	\$1,196.00
Total Office Fee	<u>\$1,946.00</u>
Directs Costs (equipment/Dive Pay)	<u>\$1,746.00</u>

Total Project Cost	<u>\$21,677.00</u>
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BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance Broad River Fishing Pier Inspections

Council Committee:

Public Facilities

Meeting Date:

August 8, 2019

Committee Presenter (Name and Title):

Robert McFee, PE, Division Director Construction, Engineering and Facilities

Issues for Consideration:

County Council is authorized to utilize the 3% Local Accommodation Tax Funds for certain limited purposes to include tourism, cultural, recreational or historical facilities and highways, roads, streets, bridges and boat ramps. The appropriation of funds for Broad River Fishing Pier Inspections ensures the safety for tourism and recreational activities.

Points to Consider:

The structure is in good condition and deterioration of the concrete beams and pile foundations was addressed last year in the preservation program. It is recommended to continue to monitor the structure with comprehensive above and underwater inspections at yearly intervals to record and track condition of the pier.

Funding & Liability Factors:

To appropriate \$27,000 each year for up to five (5) years from the 3% Local Accommodation Tax Funds for the inspections of Broad River Fishing Pier.

Council Options:

Approve or disapprove appropriation of funds

Recommendation:

Approve appropriation of funds

ORDINANCE NO. 2019 / _____

AN ORDINANCE TO APPROPRIATE \$27,000 EACH YEAR FOR UP TO FIVE (5) YEARS FROM THE 3% LOCAL ACCOMMODATION TAX FUNDS FOR THE INSPECTIONS OF BROAD RIVER FISHING PIER

WHEREAS, County Council is authorized to utilize the 3% Local Accommodation Tax Funds for certain limited purposes including tourism, cultural, recreational or historical facilities and highways, roads, streets, bridges and boat ramps providing access to tourist destinations; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states “authorization to utilize any funds from the ‘County of Beaufort, South Carolina, Local Accommodations Tax Account,’ shall be by ordinance duly adopted by the County Council;” and

WHEREAS, Beaufort County deems it appropriate and in the best interest of its citizens to provide funding for inspection services associated with Broad River Fishing Pier; and

WHEREAS, ensuring the safety for tourism and recreational activities at Broad River Fishing Pier; and

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation of \$27,000 each year for up to five (5) years be made from the 3% Local Accommodations Tax Fund to pay for the Inspection of Broad River Fishing Pier as needed.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ź Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) Ź 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0004

Originally submitted on: 2019-06-11T15:11:58

Select One:

Ordinance / Resolution

Lease (Real Property)

MOA / MOU / IGA

Easement / Right Of Way

Other _____

Document Title: Ordinance Broad River Fishing Pier Inspection

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843 255 2692

Em: brittanee.fields@bcgov.net

Date needed by: 7/1/2019

Description/Concern:

Ordinance to appropriate \$27,000 from the 3% Local Accommodation Tax Funds to the inspections of Broad River Fishing Pier

If applicable, please provide the total value amount of the contract:

Amount BELOW \$50,000.00

Amount \$50,000 to \$99,9999

Amount \$100,000 and above

Has the item been approved by a Council Committee? Yes No N/A

Has the item been approved by full Council? Yes No N/A

Attachments: _____



Ordinance Broad River Fishing Pier Inspection.docx
16.89 KB



_042619E RFP Broad River Fishing Pier Inspection.pdf
339.88 KB



BID McSweeney Engineers.pdf
3.56 MB



BID 2nd doc McSweeney Engineers.pdf
155.67 KB



Award Recommendation_Broad River Pier Inspection - Signed by McFee.pdf
279.25 KB

No file attached

LEGAL DEPARTMENT USE ONLY

Attachments:

No file attached

No file attached

No file attached

Approved

On Hold

Send Request to County Admin

Disapproved

Comments:

Good job Brittanee. The "Approved as to Form" signature line for the County Attorney can be removed, but otherwise looks good to me. The next step is to get this on a Public Facilities or Finance Committee agenda.

cinglese

Legal Department Staff

7/1/2019

8:30:22 AM

Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Beaufort Memorial Hospital Impact Fee Credit Request

Council Committee:

Public Facilities

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director in cooperation with Mr. Rob McFee, Director of Construction, Engineering & Facilities and Tom Keaveny, County Attorney

Issues for Consideration:

Section 82.88.-Credits (a) of the Beaufort County Code of Ordinances provides that any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP. Section 82.88. -Credits (b) (2) provides that a "Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County." These credits must be approved by the County Council (see attached).

Points to Consider:

Please refer to the attachments for the points to consider.

Funding & Liability Factors:

The request, if approved, will result in a transportation impact fee credit but will not result in a direct payment from Beaufort County or create a funding issue.

Council Options:

Approve the Credit.
Deny the request and require the payment of the required impact fees for the remaining construction.

Recommendation:

Staff will provide their recommendation for the various parts of this request during the committee meeting.



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

Memo

To: J. Robert McFee, P.E., Director of Construction, Engineering & Facilities, Beaufort County
From: S. Colin Kinton, P.E., Senior Project Manager, Traffic Planning & Design, Inc. *SK*
Cc: Eric Greenway, AICP, Community Development Director, Beaufort County
Date: 2019-07-30

Road Impact Fee Reduction and Internal Capture Review

Re: Beaufort Memorial Hospital, Okatie Medical Center Offices
City of Hardeeville, Beaufort County, SC
TPD# BEFC.00001, Work Order #1

BACKGROUND: TPD was requested to review the Memorandum prepared by Kimley-Horn Associates, dated June 27, 2019, regarding internal trip capture calculations used in proposing a reduction in Beaufort County Road Impact Fees. Proposed is a medical office building of 71,442 square feet. Internal trip capture calculations were developed with the assumption of adjacent construction by Horne Properties of up to 800,000 square feet commercial/retail development and construction of a new 130 dwelling unit at Okatie Pines Retirement Community.

Kimley-Horn developed a methodology by averaging unconstrained trip capture rates by trip origin and trip destination for both AM and PM peak periods to determine the daily internal capture rate. This methodology results in a reduction of trips generated by the medical office building by 20 percent. SCDOT confirmed that, in general, they will allow an internal trip reduction of up to 20 percent for mixed-use developments.

The following should be noted: The internal trip capture rates developed assume future growth and development of Okatie Center by Horne Properties. Based on current growth pressures in the area, this is a valid assumption. The calculation also does not account for trips to/from Sun City. Internal trips do not impact the publicly maintained roadway network supported by Road Impact Fees.

RECOMMENDATION: Approve the 20 percent trip reduction for calculating Road Impact Fees. Study methodology is sound and within acceptable standards for traffic engineering analysis.

If you have any questions or comments related to this preliminary investigation, please call anytime.

Attachments: Kimley-Horn Associates Memorandum dated June 27, 2019

EXHIBIT A

MEMORANDUM

To: Mr. Rob McFee, PE
Director of Construction, Engineering, and Facilities
Beaufort County

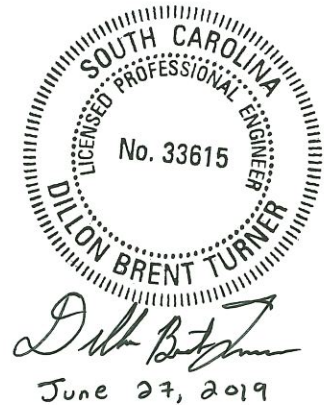
cc: Mr. Eric Greenway, AICP
Community Development Director
Beaufort County

From: Thomas Keaveny, II
Beaufort County Attorney

Dillon Turner, PE
Kimley-Horn and Associates, Inc.

Date: June 27, 2019

Subject: Okatie Medical Office Building Internal Capture and Impact Fee Reduction



At the request of Andrews Engineering and Surveying, Kimley-Horn has developed the following memorandum to outline the anticipated internal capture between the Bluffton Memorial Hospital (BMH) Okatie Medical Office Building site, the Okatie Pines Retirement Community, and the Okatie Crossing Site. The internal capture is based off the projected traffic volumes for a 71,442 square foot Okatie Medical Office Building, the anticipated trip generation for the 130-unit Okatie Pines Retirement Community, and the anticipated trip generation for the Okatie Crossing Development which is projected to be 800,000 square feet of shopping center space. It is requested that Beaufort County and the City of Hardeeville utilize this memorandum as a mechanism to reduce the impact fees for the Okatie Medical Office Building.

OVERVIEW OF PROJECT AND PROJECT INFORMATION

The proposed Okatie Medical Office Building is located in Hardeeville, South Carolina along Okatie Center Blvd N. As currently envisioned, the proposed development will ultimately consist of 71,442 square-feet of medical office building space.

The Okatie Medical Office Building is expected to be completed (built-out) in 2020. The proposed development will be accessed via the following proposed driveways per the current site plan:

- One proposed full-movement access along Okatie Center Blvd N approximately 1,200 feet to west of the SC 170 at Okatie Center Blvd N intersection
 - If a traffic signal is constructed at the intersection of SC 170 at Commerce Place West, the site is proposed to have access via Commerce Place West extension

(future road) as well as the full-movement access along Okatie Center Blvd N described previously.

Per the Resort Lifestyle Communities website for the Okatie Pines Retirement Community, the Okatie Pines Retirement Community is located at 142 Okatie Center Boulevard N, Hardeeville, SC 29927.

Per the Horne Property, Inc. site, the Okatie Crossing Development is located at the intersection of US 278 and SC 170. The Okatie Crossing Development is anticipated to be 800,000 square feet of retail space.

For the Okatie Medical Office Building, there have been various coordination efforts made and coordination meetings held attended to discuss onsite and offsite improvements. These coordination efforts range from the 2008 Okatie Crossing Planned Development District traffic impact analysis, Okatie Crossing PDD masterplans and most recently the 2018 Hwy 170 safety study.

In the *Traffic Impact Analysis for Okatie Medical Office Building* (Kimley-Horn, April 2019), a traffic signal was shown to be warranted at the intersection of Commerce Place at SC 170 for both existing and future traffic volumes. However, the South Carolina Department of Transportation currently does not agree with the warranting of a traffic signal at this time. The forthcoming 2019 LATS/AECOM study may soon bring resolution to a signal location on SC 170 to serve the Okatie Crossing Development. This resolution for a traffic signal location will likely occur after construction of the Okatie Medical Office Building is well underway. Since the traffic signal warrant results in the *Traffic Impact Analysis for Okatie Medical Office Building* (Kimley-Horn, April 2019) show that the Okatie Medical Office Building development is not causing the signal need (it is an existing need) or other interconnectivity roadways, BMH must proceed with paying the Beaufort County traffic impact fees in accordance with the planned development district impact fee schedule for Hardeeville/Beaufort County, which can be reduced for internal capture as outlined further in the memo.

TRIP GENERATION AND INTERNAL CAPTURE

The traffic generation potential of the proposed Okatie Medical Office Building development was determined using the trip generation rates published in Trip Generation (Institute of Transportation Engineers, Tenth Edition, 2017). The proposed development will ultimately consist of 71,442 square-feet of medical office building space [ITE 720].

Table 1.0 summarizes the estimated traffic generation for the proposed development. As shown, the proposed development has the potential to generate 166 and 244 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 1.0 - Trip Generation for Okatie Medical Office Building								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Medical Office Building [ITE 720]	71,442 SF	2,657	166	129	37	244	68	176

The traffic generation potential of the proposed Okatie Pines Retirement Community was determined using the trip generation rates published in Trip Generation (Institute of Transportation Engineers, Tenth Edition, 2017). The proposed development will ultimately consist of 130 dwelling units of senior adult housing – attached [ITE 252].

Table 2.0 summarizes the estimated traffic generation for the proposed Okatie Pines Retirement Community. As shown, the proposed development has the potential to generate 26 and 33 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 2.0 - Trip Generation for Okatie Pines Retirement Community								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Senior Adult Housing-Attached [ITE 252]	130 DU	497	26	9	17	33	18	15

The traffic generation potential of the proposed Okatie Crossing development was determined using the trip generation rates published in Trip Generation (Institute of Transportation Engineers, Tenth Edition, 2017). The proposed development will ultimately consist of 800,000 square-feet of shopping center space [ITE 820].

Table 3.0 summarizes the estimated traffic generation for the proposed Okatie Crossing development. As shown, the proposed development has the potential to generate 552 and 2,119 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 3.0 - Trip Generation for Okatie Crossing								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Shopping Center [ITE 820]	800,000 SF	24,724	552	342	210	2,532	1,215	1,317
Subtotal		24,724	552	342	210	2,532	1,215	1,317
Pass-By		0	0	0	0	413	207	207
Net New External Trips		24,724	552	342	210	2,119	1,009	1,111

Methodology for Daily internal capture is not provided by ITE or NCHRP Report 684. Thus, the daily internal capture worksheet in **Table 4.0** assumes that Origin and Destination percentages are the average of A.M. Peak Hour and P.M. Peak Hour from the *ITE Trip Generation Handbook 3rd Edition*. However, as stated in Section 6.5.1 (page 48) of the *Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition: An ITE Proposed Recommended Practice, August 2014*, "Internal capture rates for weekend peak periods, for weekday midday peak periods, or for a daily period should not be assumed to be the same as or even a simple, direct function of the weekday AM and PM peak period rates."

Table 4.0 Internal Capture Reduction Calculations			
Methodology for A.M. Peak Hour and P.M. Peak Hour based on the <i>Trip Generation Handbook</i> , 3rd Edition, published by the Institute of Transportation Engineers			
Methodology for Daily based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour			
SUMMARY			
GROSS TRIP GENERATION			
INPUT	Land Use	Daily	
		Enter	Exit
	Office	1,329	1,329
	Retail	12,362	12,362
	Restaurant	0	0
	Cinema/Entertainment	0	0
	Residential	249	249
Hotel	0	0	
		13,939	13,939
INTERNAL TRIPS			
OUTPUT	Land Use	Daily	
		Enter	Exit
	Office	239	324
	Retail	372	292
	Restaurant	0	0
	Cinema/Entertainment	0	0
	Residential	65	60
Hotel	0	0	
		676	676
	% Reduction		4.8%
EXTERNAL TRIPS			
OUTPUT	Land Use	Daily	
		Enter	Exit
	Office	1,090	1,005
	Retail	11,990	12,070
	Restaurant	0	0
	Cinema/Entertainment	0	0
	Residential	184	189
Hotel	0	0	
		13,263	13,263

Based on the results of the daily internal capture analysis, there are anticipated to be 560 internal trips for the medical office land use. Therefore, there is anticipated to be a 20% reduction in the daily trips for the medical office land use. The internal capture reduction percentage calculation is below:

$$Internal\ Capture\ Reduction\ (\%) = \frac{Internal\ Trips\ Enter + Internal\ Trips\ Exit}{Gross\ Trip\ Generation\ Enter + Gross\ Trip\ Generation\ Exit} * 100$$

$$Internal\ Capture\ Reduction\ (\%) = \frac{239 + 324}{1329 + 1329} * 100 \approx 20\%$$

RECOMMENDATIONS

Based on the results of the trip generation and internal capture analysis, the impact fees for the Okatie Medical Office Building should be reduced by 20%. Prior to the proposed impact fee reduction for the Okatie Medical Office Building, the projected impact fees were \$806,593. The proposed internal capture reduction is \$161,319 (20% of \$806,593).

Per the **Internal Governmental Agreement (IGA) Among the County of Beaufort, Town of Bluffton, and Beaufort Memorial Hospital Regarding Road Design and Construction of Buckwalter Commercial Park Frontage Road** (EXHIBIT B) “The Hospital shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on Buckwalter Commercial Frontage Road. These credits shall be evidence by prepayment certificates at the times the funds are expended by the Hospital”. BMH spent \$103,541.19 on design fees and permitting for the Buckwalter Commercial Park Frontage Road and thus per the IGA, should be credited \$103,541 for the BMH Okatie Site.

It is important to note that the Okatie Medical Office Building escrowed \$75,000 at purchase in 2011 for partial funding of a traffic signal along SC 170 in the vicinity of Commerce Place shown in the **Contract of Sale** in (EXHIBIT C). The \$75,000 escrowed amount should be paid to Beaufort County for system improvements thus reducing the proposed transportation impact fee. The system improvement of a traffic signal on SC 170 in the vicinity of Commerce Place is shown in the **Road Safety Review SC 170 (Okatie Highway) Beaufort County, SC (SCDOT, Beaufort County, and City of Hardeeville, November 2018)**.

Considering the internal capture outlined in this memo (EXHIBIT A), the design fees listed for the IGA (EXHIBIT B), and the \$75,000 the total impact fee that should be owed by BMH for the BMH Okatie site should be:

Gross Total Road Impact Fee	\$806,593
20% Internal Capture (EXHIBIT A)	- \$161,319
Design Fees from IGA (EXHIBIT B)	- \$103,541
Escrowed Amount for System Improvements (EXHIBIT C)	- \$75,000
NET TOTAL ROAD IMPACT FEE	\$466,733

Should you have any questions please do not hesitate to give me a call at (843) 574-8593.

Attachments:

EXHIBIT B: **Internal Governmental Agreement (IGA) Among the County of Beaufort, Town of Bluffton, and Beaufort Memorial Hospital Regarding Road Design and Construction of Buckwalter Commercial Park Frontage Road**

EXHIBIT C: **Contract of Sale**

February 28, 2011

**Official Proceedings
County Council of Beaufort County
February 28, 2011**

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

The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 28, 2011, in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman Weston Newton, Vice Chairman D. Paul Sommerville and Councilmen Steven Baer, Rick Caporale, Gerald Dawson, Brian Flewelling, Herbert Glaze, William McBride, Stu Rodman, Gerald Stewart and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Councilman William McBride gave the Invocation.

PROCLAMATION

Boys & Girls Clubs Month

Chairman Newton proclaimed March 20, 2011 through March 26, 2011 as Boys & Girls Club Week. Mr. Doug Barry, Executive Director of the Boys & Girls Clubs of the Lowcountry, and Ms. C.J. Humphrey, President of the Board of Directors, Boys & Girls Clubs of the Lowcountry accepted the proclamation.

PUBLIC COMMENT

The Chairman recognized Mr. Perry White, a Hilton Head Island resident, who stated over the years Council has become accustomed to him talking about a particular topic, but today he is going to deviate from that except to say he wished Council would just take a unanimous vote and decide we should take the Airport off Island. His purpose of addressing Council this afternoon deals with wind and hail insurance coverage. Recently, he has been searching to find if he could get a plan that was better than the one that he has. He ended up in a discussion with a representative of USAA. During that discussion, the representative gave him a quote which was no different from what he has. He was told that if he lived in North Carolina she could give him a quote for wind and hail coverage about 50% of what South Carolina is charging. His question is, "How then can North Carolina get insurance that is less expensive than ours"? The USAA representative said the North Carolina Legislature did not permit the insurance company to raise those rates as they wanted to. Mr. Perry brings this information to Council's attention even though he knows this is not necessarily an area of responsibility that is assigned to Council. However, Mr. Perry thinks in the general welfare of the citizens of Beaufort County and being a coastal county that we should look into that and find out exactly why South Carolina has such a higher premium

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON, AND BEAUFORT MEMORIAL HOSPITAL REGARDING ROAD DESIGN AND CONSTRUCTION OF BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD

Mr. Newton reported he will be abstaining from any conversation or discussion with regard to this item. One of his law partners is involved, on behalf of one of the owners of this property, that Council's determination on this potentially could impact that entity or individual. As a consequence, to avoid even the appearance of impropriety, as is his custom, he will recuse himself from this matter. He has refrained from participating in any of the discussions of this matter so far at Council level and will leave the room and ask Mr. Sommerville to take over.

Mr. Newton passed the gavel to the Vice Chairman.

Mr. Newton temporarily left the room.

Mr. Sommerville stated this is a request by Beaufort Memorial Hospital to receive credits for impact fees it is subject to pay in the future against the cost of engineering and designing an access road into and through property at the corner of Buckwalter Parkway and U.S. Highway 278, one which possibly includes a roundabout. This is a Finance Committee recommendation.

Mr. Rodman, as Finance Committee Chairman, stated this is an expansion to Beaufort Memorial Hospital (Hospital) because their facilities in the Bluffton area are too small. No one disagrees with the proposal relative to the Hospital. The Hospital suggested that they would like to incur the costs of which would be an offset of the impact fees, if and when they would be collected. Our County Attorney has reviewed this and advised that he is comfortable with the agreement as proposed. Part of the concept, from a traffic planning standpoint, is this particular access road was in the long range planning for the transportation network. It is, however, not a part of our high priorities, in the sense that it is not in the current plan for the highway construction projects underway or CIP. In terms of what is possibly being disputed – if you can picture the intersection of U.S. Highway 278 and Buckwalter Parkway, moving to the south is the location of the proposed traffic circle. Under the current regulations, it is too close to the intersection of U.S. Highway 278 and Buckwalter Parkway to be considered for a traffic signal, but it is authorized to be a stop sign. What is being proposed is a traffic circle. That piece is in dispute. He believes there to be two ways to move forward: (i) Agree to the overall proposal and the issue of whether a traffic circle is appropriate would be handled by engineering in the due course of procedures; or (ii) This item be postponed until a majority of Council are satisfied with the traffic output. It came out of committee with a vote of 4:2. There is little disagreement that it is a good idea and a good approach, but there are concerns of whether or not there should be a traffic circle that close to the traffic signal at U.S. Highway 278 and Buckwalter Parkway.

Mr. Sommerville stated based on agreements between SCDOT, Beaufort County, and Bluffton Town, it has been agreed that an access road should be constructed. It was contemplated as part of the 1% Sales Tax Referendum. It is a prerequisite in order to close some medians on U.S. Highway 278, which cannot be closed until the access road is constructed. It is consistent with our desire and long-standing commitment to close those two medians on U.S. Highway 278. Regarding the question of whether or not there should be a roundabout / traffic circle, his understanding is that the intersection created by a non-signalized intersection will not be a failed intersection until the property is developed almost entirely. The question of building or not building a traffic circle does not have to be made today. This is supported by the Town of Bluffton. Our Impact Fee Ordinance permits this to happen and permits us to credit entities with impact fees to build roads that are part of our traffic plan in the event there is precedent. This item is time sensitive in that the Hospital needs to make a decision now of whether or not they are going to purchase the property. They cannot commit to that purchase until they have a guarantee that an access road will be built through the property, allowing egress and ingress for U.S. Highway 278 and Buckwalter

Parkway. The initial expense that the Hospital is asking credit against would be an engineering study cost of approximately \$200,000, construction of the roadway, and a traffic circle.

Mr. Rob McFee, Division Director – Engineering and Infrastructure, stated there is no doubt that this fits into the long range plans for the roads with regard to U.S. Highway 278 interconnectivity frontage roads. It was a part of staff's recommendation that went to the Beaufort Transportation Advisory Group (BTAG) and County Council. Frontage roads for U.S. Highway 278 are the highest priority. Frontage roads in the Comprehensive Plan are not delineated X-Z, but frontage roads on U.S. Highway 278 are certainly in the Comprehensive Plan as a high priority. He believes we can move forward, but reserve the ability to have experts in roundabout design make sure everything is proper as we move forward. Discussions about pushing the roadway south are good ideas. We need to determine whether or not we have the appetite to do so.

Mr. Sommerville inquired as to whether or not his statement about it being speculative as to when this intersection may or may not fail in that a stop sign will work for a time, is accurate.

Mr. McFee replied certainly. The stop sign in the first phase will serve the purpose, but it will only be a matter of time before it does fail.

Mr. Rick Toomey, Beaufort Memorial Hospital Chief Executive Officer, stated there is some time sensitivity to the issue. Through a process, this land has been identified, approximately 20 acres on U.S. Highway 278 with an access road proposed to tie into the Buckwalter Parkway. The Hospital is looking at developing this over many years (15 to 20 years). The initial building would be approximately 40,000 to 60,000 square feet and a shelled in top floor for future use. The timeline is between the Hospital and sellers. There are a couple of milestone dates -- accessibility of the land to Buckwalter Parkway and the Army Corps of Engineers. The Hospital is looking at a 12 to 24 month period to work through this. The first critical decision is whether or not the land can have accessibility to the Buckwalter Parkway. At present, it has an access road off of U.S. Highway 278. As medical and outpatient services are developed, that will not serve the Hospital's purposes. Connecting into the Buckwalter Parkway is the key variable for the Hospital to continue with the process of closing on the property. There have been a lot of technical questions in regard to the intergovernmental agreement and road design. He turned that discussion over to Hospital representative and board member, Mr. David Tedder.

Mr. Tedder stated year 2000 was the first Short-Term Needs Study which identified frontage roads along U.S. Highway 278 as a high priority. The encroachment permit from the State, for this project, at that time in 2000 recognized there needed to be an access road. Planning continued. In 2006 the County adopted its current version of the Development Impact Fee Ordinance, in which Chapter 82 provides for an identified system improvement to be funded by a developer, in this case the Hospital. In that ordinance it identified this road as one of those system improvements. In 2006 this road was identified, and a funding opportunity that could be done through a developer or an accumulation of impact fees collected.

In 2007 there was an Access Management Study for the Buckwalter Parkway completed that addressed the particular intersection identified as C-1 and showed it as a full access intersection. Thereafter, in 2008, the County engineers, as part of the 1% Sales Tax and Impact Fee Program, created an Engineering Plan for this road that detailed that particular intersection as a full access road. That access point is critical in order to be capable of servicing the needs of the community for the Hospital. This is the end result of about three years worth of strategic planning, site location, and medical demographic studies. The Hospital looked at this, identified a way to pay for it, have an identified road improvement, and decided to go to the County's engineering department. He stated the Hospital's maximum build-out is 140,000 of medical office.

The traffic access studies done in 2006 and 2007, which became part of the Access Management Plan, assumed that amount of square footage on the property in question. The Hospital consulted with the Mr. McFee, Mr. Kinton, and Mr. Klink, and it was determined when looking at this project overall in conjunction to what we have in the area, it might behoove us to see if that is the best approach in doing it.

We then spent a couple of months working on whether the roundabout is the best way to deal with this. The Hospital's engineer has been interviewing roundabout engineers, because the County has asked that experts in designing roundabout be found. The Hospital currently has three in which costs is being discussed.

The terms of the Intergovernmental Agreement, brought before Council, provide for that study to be incorporated. It provides an opportunity for tweaking of the road design. The Hospital has included multi-use paths to connect the interconnectivity. The Hospital has worked with the Town of Bluffton to identify adjacent zonings and other potential uses. The Hospital believes they can accommodate those needs as this study goes forward. The timing issue on this is 14 to 20 months to get the Army Corps of Engineers permit. The milestone on this is to get the engineering done, identify the design, and get it into the permitting. A road cannot be built until permits have been attained. We do have to have the basic design in order to submit a plan to OCRM and Army Corps of Engineers that is substantially what is going to be built so we are talking about hundreds of square feet of differences and potential wetland impacts. The Intergovernmental Agreement provides how the things are suppose to work when we are building system improvements. It is in the Capital Improvement Program (CIP) and has been. It just is not one of those projects Council chose to take the general pool of funds to build. He believes this has been used before. We believe we have the ability to move forward under the ordinance, implementing at least the design that was identified in the Access Management Plan and by County engineers, to tweak that to get what we need collectively, as the community of the Town of Bluffton, the Hospital, and the County as we move forward to design a roundabout that will service the need.

It was moved by Mr. Caporale, seconded by Mr. McBride, that Council approve an Intergovernmental Agreement among the County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Baer thanked Mr. Tedder for the package of information provided over the weekend. The information provided changed his mind. The \$207,000 mentioned is really \$200,700 if you review previous data. Also, somewhere in the text it appears that if you build anywhere south of the Broad River, credit will be received for the impact fees.

Mr. Tedder stated there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees. He believes it is what the ordinance allows.

Mr. Baer stated Mr. Flewelling raised the desire to identify the properties that had impact fees that might be credited to this project (in the vicinity of the project).

Mr. Flewelling stated he will be voting against this tonight due to him not receiving the list of the identified properties.

Mr. Tedder replied that he had provided a multi-colored map as part of the package that identified each of the properties that looked like it could be extended down to the Sea Turtle Cinema, across Buckwalter Parkway, and over to Willow Run. He thanked Mr. McFee, Mr. Kubic and the GIS Department for working in creating the map, giving the mega data necessary for the Hospital's engineers to overlay the zoning with the listing of the potential uses in the PUD adjacent to Rural with Transitional that still remains in that area. We cannot quantify how many thousands of square feet might take access from the east of Buckwalter Parkway because that particular PUD can move commercial areas around that area. There is a significant amount allowed in there.

Mr. Baer's concern is that if you build far away in southern Beaufort County, why you should get credit for impact fees from that build for this project.

Mr. Tedder replied because it was in that service area. An example of this with another agency - Beaufort-Jasper Water and Sewer (BJWSA) has capacity fees and has service areas. If you over build and get capacity credits from them, you may only use them for projects within that service area. It is a common occurrence to allow credit against the service area for the impact fees, capacity credits, capacity fees, etc., for that particular area.

Mr. Baer asked, "As a Council, are we comfortable to such a broad area of applicable credit channeled into this project?"

Mr. Sommerville stated his understanding is that the guesstimate of the total impact fees that will be paid by the Hospital to Beaufort County is about \$1.6 million for this project that would not otherwise be available. That entire amount can be credited back to the Hospital that is using its own money. What happens if the costs exceed the total impact fees paid?

Mr. Baer stated suppose they build a building at Calawassee junction that generates \$1 million of impact in impact fees why is that \$1 million not devoted to fixing traffic problems near the building they are building at Callawassee. Why would it be channeled into this?

Mr. Sommerville stated under this agreement they can only recover the actual costs they incurred to build this access road. It is a finite number.

Mr. Tedder stated the area defined in the ordinance is the southern district, which includes everything in that development impact fee ordinance conglomeration of costs, then generated the fees. The Hospital is contributing to the pot regardless.

Mr. Sommerville wanted to know if it is fair to categorize this agreement as tracking the language in our ordinance.

Mr. Tedder informed Council that the County Attorney opined on that.

Mr. Sommerville stated he is referring to the development impact fee ordinance.

Mr. Tedder replied that is what is being tracked.

Mr. Rodman stated obviously if you build on the property for \$1.6 million then that offsets the impact fees. If the engineering study, costing approximately \$150,000, is complete and if the Hospital decides to go elsewhere, only that \$150,000 is subject for reimbursement.

Mr. Tedder replied in the affirmative. It is actual monies spent. It also has the caveat for whatever the Hospital spends, other than the initial engineering, has to be approved by Beaufort County to make sure the design is commensurate with what is wanted.

Mr. Rodman said it seems reasonable that the only place there would be a carryover if the Hospital went to another site would be the engineering work spent, prior to the time a decision was made, to go somewhere else.

Mr. Sommerville wanted to know if the Hospital will return with additional requests.

Mr. Tedder stated the last design build that used a process like this was the beginning of the Bluffton Parkway, then known as the east-west connector between Burnt Church Road and Highway 46.

Engineers submitted a design, had the County approve it, and it was built under supervision. It was a staff level approval of the engineering because it was out of the blue book.

Mr. Flewelling stated he was under the impression that only those properties affected by this roundabout or the access road were to be included in the list of properties we were going to be collecting and applying to be used towards this project if necessary. That now is not the case.

Mr. Tedder stated it is a combination. The ordinance itself provides that if another party takes access or utilizes the system improvement, created, built, constructed by the developer, those fees would go to compensate the developer. All the properties that could potentially take access to the roundabout or the frontage road are the potential subdivisions shown down to Sea Turtle are potential donors back to the cost of this road infrastructure improvement.

Mr. Stewart stated these monies, \$1.7 million, would be at build out. When it will be built out or if it will be built out, we do not know. We are assuming it will be built out for specifications. Also, we have no idea what this total cost will be. It is difficult to make the assumption that we are going to forego impact fees on a project for which we do not have a sound idea of what the final costs will be. He believes it will be well in excess of the \$1.7 million. That is dependent upon what happens at the intersection at Buckwalter Parkway. He has no problems with the Hospital, the plans they have, the use of the land, or what they are attempting. It is a question of getting it done properly today rather than finding out five years from now we made a mistake. We have to minimize and eliminate the problems that will come back to bite us in future years. He also expressed his happiness to see all of the documentation; unfortunately, Council should have had that information when we first started this process in January. Instead, it was seen piecemeal. He also commented on the long gap between the Hospital's process and when it was brought before Council. It could have come forward sooner and in a more logical manner. He is satisfied with the Hospital; however, has some questions for Mr. McFee. Are we or are we not making the decision to do a rotary / roundabout at Buckwalter Parkway? Are we saying we do not know what we are doing there?

Mr. McFee replied their original use will be able to function with a stop sign, but their ultimate use will not. In the desire to do what is right, a roundabout appears to be the tool that needs to be implemented now for the future. That is a discussion going forward -- whether or not a roundabout should or should not go there. That goes back to what the Hospital business model says and what their investment 10 to 15 years down the road will look like. What the Hospital is trying to secure tonight is an agreement that Council, per the ordinance, agrees to allow the credit of the impact fees for them to move forward towards finalizing this design, based on their business model and all the other rules and regulations.

Mr. Stewart commented across Buckwalter Parkway the tract of land is under agreements and will be developed. We know the four-way stop will fail. It is not an acceptable end point. It would be negligent to approve something knowing it will fail sometime in the future. He does not want to approve something that is going to fail. He wants to know tonight what is going to be built there, what it is going to cost to build it, and what the County is committing to. We need to understand that now, as opposed to sometime in the future. If we go forward with this, we are making the decision that we need a roundabout and it will, at sometime and someday, need to be paid for. That way is by crediting the impact fee. We are now making a decision, in less than a month, to spend \$1.7 million plus the amount spent on the roundabout. We will be well in excess of \$2.0 million. To make that decision in short-order is very difficult, especially when we have been talking about another project, for about the same amount of money, that has been going on for well over one to two years, yet we cannot come to grips with. He wants to know, before voting on this item, what it is Council is approving.

Mr. Toomey stated if it was just a one-building concept for the Hospital, we would not be looking at having 20 acres. This is being looked at as a long-term endeavor. No one has a definitive fact to say the system will fail. In the original scoping of the site, it was designated that even with 120,000 build out, the four-way stop would work. The Hospital does not want this to fail or come close to failing. This is looked at as a multiple-building campus site. The Hospital is willing to do what is right. It is better to do it on the front end

then to do it on the backend where there is a lot more disruption of services. He would rather invest the money up front to make it right. He is in agreement with Mr. Stewart.

Mr. Tedder stated on Page 4 of the Intergovernmental Agreement, the access is defined as "Buckwalter Parkway access to the Buckwalter commercial frontage road shall be a full access roundabout unless the traffic study commission by the Hospital with the assistance and guidance of Beaufort County engineering indicates that it should only be a traditional four-way access." We are not going to build a problem for our successors to have to deal with 10 to 20 years from now.

Mr. Stewart stated here tonight we are moving downstream to have an access point which is a roundabout. He is satisfied up to that point. He would still like to see it moved further south. It would be better suited. He encouraged everyone to find a way to move it further south to minimize the impact to the main intersection at U.S. Highway 278 and Buckwalter Parkway. He will vote in favor of the project this evening, but believes we still have some work to do.

The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. RECUSAL - Mr. Newton (He left the room, and was not present for any of the discussion or the vote). The motion passed.

Mr. Newton reentered the room.

The Vice Chairman returned the gavel to the Chairman in order to continue the meeting.

The Chairman passed the gavel to the Vice Chairman in order to receive committee reports.

COMMITTEE REPORTS

Community Services Committee

Parks and Leisure Services Board

Mr. Arthur Middleton

The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. Mr. Middleton, representing northern Beaufort County, garnered the ten votes required to serve as a member of the Parks and Leisure Services Board.

Mr. Allan Stern

The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. Mr. Stern, representing southern Beaufort County, garnered the ten votes required to serve as a member of the Parks and Leisure Services Board.

Alcohol and Drug Abuse Board

Mr. McBride, as Community Services Committee Chairman, nominated Mrs. Bette Goettle, Mr. Charles Hammel, and Mr. K.Z. Najaka to serve as members of the Alcohol and Drug Abuse Board.

Disabilities and Special Needs Board

ROAD IMPACT FEE SCHEDULE - BLUFFTON/OKATIE ASSESSMENT DISTRICT

Land Use Type	Enter Number of Dwellings, 1,000 sf, etc.	Unit	Daily Trips	Daily trips / 2	Percent Primary	Primary trips	Avg. Trip Length	Daily VMT	Cost per VMT	Gas Tax Credit	Admissions Fee Credit	Sales Tax Credit	Net cost per VMT	Fee Per Unit	FEE
Office															
General Office Building		1000 sq. ft.	11.01	5.51	90%	4.95	3.97	19.67	\$285.08	\$31.96	\$15.94	\$62.27	\$174.91	\$3,440	
Medical-Dentist Office Building	71.446	1000 sq. ft.	36.13	18.07	90%	16.26	3.97	64.55	\$285.08	\$31.96	\$15.94	\$62.27	\$174.91	\$11,290	\$806,593
Government Office Complex		1000 sq. ft.	27.92	13.96	90%	12.56	3.97	49.88	\$285.08	\$31.96	\$15.94	\$62.27	\$174.91	\$8,724	

Source: ITE, *Trip Generation*, 8th ed., 2008; percent primary trips from ITE, *Trip Generation Handbook*, 2004; VFP=Vehicle Fueling Positions.

Road Impact Fee **\$806,593**

Exhibit

A	20% Okatie Crossing Internal capture	\$161,319
B	2011 BMH / Bft Co IGA- Buckwalter Site	\$103,541
C	2011 BMH / Sembler- traffic signal escrow	\$75,000

Road Impact Fee (incl. reductions) **\$466,733**

EXHIBIT A

MEMORANDUM

To: Mr. Rob McFee, PE
Director of Construction, Engineering, and Facilities
Beaufort County

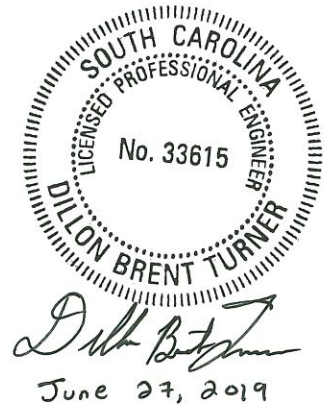
cc: Mr. Eric Greenway, AICP
Community Development Director
Beaufort County

From: Thomas Keaveny, II
Beaufort County Attorney

Dillon Turner, PE
Kimley-Horn and Associates, Inc.

Date: June 27, 2019

Subject: Okatie Medical Office Building Internal Capture and Impact Fee Reduction



At the request of Andrews Engineering and Surveying, Kimley-Horn has developed the following memorandum to outline the anticipated internal capture between the Bluffton Memorial Hospital (BMH) Okatie Medical Office Building site, the Okatie Pines Retirement Community, and the Okatie Crossing Site. The internal capture is based off the projected traffic volumes for a 71,442 square foot Okatie Medical Office Building, the anticipated trip generation for the 130-unit Okatie Pines Retirement Community, and the anticipated trip generation for the Okatie Crossing Development which is projected to be 800,000 square feet of shopping center space. It is requested that Beaufort County and the City of Hardeeville utilize this memorandum as a mechanism to reduce the impact fees for the Okatie Medical Office Building.

OVERVIEW OF PROJECT AND PROJECT INFORMATION

The proposed Okatie Medical Office Building is located in Hardeeville, South Carolina along Okatie Center Blvd N. As currently envisioned, the proposed development will ultimately consist of 71,442 square-feet of medical office building space.

The Okatie Medical Office Building is expected to be completed (built-out) in 2020. The proposed development will be accessed via the following proposed driveways per the current site plan:

- One proposed full-movement access along Okatie Center Blvd N approximately 1,200 feet to west of the SC 170 at Okatie Center Blvd N intersection
 - If a traffic signal is constructed at the intersection of SC 170 at Commerce Place West, the site is proposed to have access via Commerce Place West extension

(future road) as well as the full-movement access along Okatie Center Blvd N described previously.

Per the Resort Lifestyle Communities website for the Okatie Pines Retirement Community, the Okatie Pines Retirement Community is located at 142 Okatie Center Boulevard N, Hardeeville, SC 29927.

Per the Horne Property, Inc. site, the Okatie Crossing Development is located at the intersection of US 278 and SC 170. The Okatie Crossing Development is anticipated to be 800,000 square feet of retail space.

For the Okatie Medical Office Building, there have been various coordination efforts made and coordination meetings held attended to discuss onsite and offsite improvements. These coordination efforts range from the 2008 Okatie Crossing Planned Development District traffic impact analysis, Okatie Crossing PDD masterplans and most recently the 2018 Hwy 170 safety study.

In the *Traffic Impact Analysis for Okatie Medical Office Building* (Kimley-Horn, April 2019), a traffic signal was shown to be warranted at the intersection of Commerce Place at SC 170 for both existing and future traffic volumes. However, the South Carolina Department of Transportation currently does not agree with the warranting of a traffic signal at this time. The forthcoming 2019 LATS/AECOM study may soon bring resolution to a signal location on SC 170 to serve the Okatie Crossing Development. This resolution for a traffic signal location will likely occur after construction of the Okatie Medical Office Building is well underway. Since the traffic signal warrant results in the *Traffic Impact Analysis for Okatie Medical Office Building* (Kimley-Horn, April 2019) show that the Okatie Medical Office Building development is not causing the signal need (it is an existing need) or other interconnectivity roadways, BMH must proceed with paying the Beaufort County traffic impact fees in accordance with the planned development district impact fee schedule for Hardeeville/Beaufort County, which can be reduced for internal capture as outlined further in the memo.

TRIP GENERATION AND INTERNAL CAPTURE

The traffic generation potential of the proposed Okatie Medical Office Building development was determined using the trip generation rates published in Trip Generation (Institute of Transportation Engineers, Tenth Edition, 2017). The proposed development will ultimately consist of 71,442 square-feet of medical office building space [ITE 720].

Table 1.0 summarizes the estimated traffic generation for the proposed development. As shown, the proposed development has the potential to generate 166 and 244 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 1.0 - Trip Generation for Okatie Medical Office Building								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Medical Office Building [ITE 720]	71,442 SF	2,657	166	129	37	244	68	176

The traffic generation potential of the proposed Okatie Pines Retirement Community was determined using the trip generation rates published in Trip Generation (Institute of Transportation Engineers, Tenth Edition, 2017). The proposed development will ultimately consist of 130 dwelling units of senior adult housing – attached [ITE 252].

Table 2.0 summarizes the estimated traffic generation for the proposed Okatie Pines Retirement Community. As shown, the proposed development has the potential to generate 26 and 33 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 2.0 - Trip Generation for Okatie Pines Retirement Community								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Senior Adult Housing-Attached [ITE 252]	130 DU	497	26	9	17	33	18	15

The traffic generation potential of the proposed Okatie Crossing development was determined using the trip generation rates published in Trip Generation (Institute of Transportation Engineers, Tenth Edition, 2017). The proposed development will ultimately consist of 800,000 square-feet of shopping center space [ITE 820].

Table 3.0 summarizes the estimated traffic generation for the proposed Okatie Crossing development. As shown, the proposed development has the potential to generate 552 and 2,119 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 3.0 - Trip Generation for Okatie Crossing								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Shopping Center [ITE 820]	800,000 SF	24,724	552	342	210	2,532	1,215	1,317
Subtotal		24,724	552	342	210	2,532	1,215	1,317
Pass-By		0	0	0	0	413	207	207
Net New External Trips		24,724	552	342	210	2,119	1,009	1,111

Methodology for Daily internal capture is not provided by ITE or NCHRP Report 684. Thus, the daily internal capture worksheet in **Table 4.0** assumes that Origin and Destination percentages are the average of A.M. Peak Hour and P.M. Peak Hour from the *ITE Trip Generation Handbook 3rd Edition*. However, as stated in Section 6.5.1 (page 48) of the *Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition: An ITE Proposed Recommended Practice, August 2014*, "Internal capture rates for weekend peak periods, for weekday midday peak periods, or for a daily period should not be assumed to be the same as or even a simple, direct function of the weekday AM and PM peak period rates."

Table 4.0 Internal Capture Reduction Calculations			
Methodology for A.M. Peak Hour and P.M. Peak Hour			
based on the <i>Trip Generation Handbook</i> , 3rd Edition, published by the Institute of Transportation Engineers			
Methodology for Daily			
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour			
SUMMARY			
GROSS TRIP GENERATION			
INPUT	Land Use	Daily	
		Enter	Exit
	Office	1,329	1,329
	Retail	12,362	12,362
	Restaurant	0	0
	Cinema/Entertainment	0	0
	Residential	249	249
	Hotel	0	0
		13,939	13,939
INTERNAL TRIPS			
OUTPUT	Land Use	Daily	
		Enter	Exit
	Office	239	324
	Retail	372	292
	Restaurant	0	0
	Cinema/Entertainment	0	0
	Residential	65	60
	Hotel	0	0
		676	676
	% Reduction	4.8%	
EXTERNAL TRIPS			
OUTPUT	Land Use	Daily	
		Enter	Exit
	Office	1,090	1,005
	Retail	11,990	12,070
	Restaurant	0	0
	Cinema/Entertainment	0	0
	Residential	184	189
	Hotel	0	0
		13,263	13,263

Based on the results of the daily internal capture analysis, there are anticipated to be 560 internal trips for the medical office land use. Therefore, there is anticipated to be a 20% reduction in the daily trips for the medical office land use. The internal capture reduction percentage calculation is below:

$$Internal\ Capture\ Reduction\ (\%) = \frac{Internal\ Trips\ Enter + Internal\ Trips\ Exit}{Gross\ Trip\ Generation\ Enter + Gross\ Trip\ Generation\ Exit} * 100$$

$$Internal\ Capture\ Reduction\ (\%) = \frac{239 + 324}{1329 + 1329} * 100 \approx 20\%$$

RECOMMENDATIONS

Based on the results of the trip generation and internal capture analysis, the impact fees for the Okatie Medical Office Building should be reduced by 20%. Prior to the proposed impact fee reduction for the Okatie Medical Office Building, the projected impact fees were \$806,593. The proposed internal capture reduction is \$161,319 (20% of \$806,593).

Per the **Internal Governmental Agreement (IGA) Among the County of Beaufort, Town of Bluffton, and Beaufort Memorial Hospital Regarding Road Design and Construction of Buckwalter Commercial Park Frontage Road** (EXHIBIT B) “The Hospital shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on Buckwalter Commercial Frontage Road. These credits shall be evidence by prepayment certificates at the times the funds are expended by the Hospital”. BMH spent \$103,541.19 on design fees and permitting for the Buckwalter Commercial Park Frontage Road and thus per the IGA, should be credited \$103,541 for the BMH Okatie Site.

It is important to note that the Okatie Medical Office Building escrowed \$75,000 at purchase in 2011 for partial funding of a traffic signal along SC 170 in the vicinity of Commerce Place shown in the **Contract of Sale** in (EXHIBIT C). The \$75,000 escrowed amount should be paid to Beaufort County for system improvements thus reducing the proposed transportation impact fee. The system improvement of a traffic signal on SC 170 in the vicinity of Commerce Place is shown in the **Road Safety Review SC 170 (Okatie Highway) Beaufort County, SC (SCDOT, Beaufort County, and City of Hardeeville, November 2018)**.

Considering the internal capture outlined in this memo (EXHIBIT A), the design fees listed for the IGA (EXHIBIT B), and the \$75,000 the total impact fee that should be owed by BMH for the BMH Okatie site should be:

Gross Total Road Impact Fee	\$806,593
20% Internal Capture (EXHIBIT A)	- \$161,319
Design Fees from IGA (EXHIBIT B)	- \$103,541
Escrowed Amount for System Improvements (EXHIBIT C)	- \$75,000
NET TOTAL ROAD IMPACT FEE	\$466,733

Should you have any questions please do not hesitate to give me a call at (843) 574-8593.

Attachments:

EXHIBIT B: **Internal Governmental Agreement (IGA) Among the County of Beaufort, Town of Bluffton, and Beaufort Memorial Hospital Regarding Road Design and Construction of Buckwalter Commercial Park Frontage Road**

EXHIBIT C: **Contract of Sale**

Project Number:		100031.00			
Project Name:		BMH-Bluffton T&E			
Invoice Date	Invoice Number	Invoice Amount		Payment Date	Payment Amount
09/30/10	10316	7,240.50		10/21/10	7,240.50
10/31/10	10384	851.50		01/03/11	851.50
11/30/10	10443	502.75		01/06/11	502.75
12/31/10	10478	1,409.50		01/09/11	1,409.50
01/31/11	10519	6,113.50		03/23/11	6,113.50
02/28/11	10563	4,761.00		03/23/11	4,761.00
Totals		20,878.75			20,878.75

Project Number:		100031.01			
Project Name:		BMH Bluffton Rd Design & Wetland Permit			
Invoice Date	Invoice Number	Invoice Amount		Payment Date	Payment Amount
01/31/11	10520	3,245.00		02/23/11	3,245.00
02/28/11	10562	11,924.00		03/23/11	11,924.00
04/07/11	10605	21,385.00		05/02/11	21,385.00
06/06/11	10682	43,233.44		06/22/11	43,233.44
07/01/11	10705	2,875.00		07/20/11	2,875.00
Totals		82,662.44			82,662.44

Total	\$ 103,541.19
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The attached IGA approved up to \$207k, however only this amount expended by AEC and sub-consultants before BMH stopped project. BMH may have additional fees (attorneys, etc.) that are eligible.

**AN INTERGOVERNMENTAL AGREEMENT AMONG
THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON,
AND BEAUFORT MEMORIAL HOSPITAL
REGARDING ROAD DESIGN AND CONSTRUCTION OF
BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD**

THIS AGREEMENT (the "Agreement") is made and entered into this 28th day of February, 2011, by and among the County of Beaufort, South Carolina ("Beaufort County"), the Town of Bluffton, South Carolina, and Beaufort Memorial Hospital (the "Hospital").

WHEREAS, Beaufort County commissioned and adopted a US Highway 278 Short Term Needs Study in 2001 in which a New Road Connectivity component included the building of a frontage road connector designated as the Buckwalter Commercial- Buckwalter Parkway Connector (the "Buckwalter Commercial Frontage Road"), the purpose of which was to alleviate traffic congestion along Highway 278; and

WHEREAS, the prior owners of that certain property known as Buckwalter Commercial Park more particularly described on Attachment A (the "Property") had contemporaneously agreed with the South Carolina Department of Transportation ("SCDOT") regarding Encroachment Permit Number S-07-000179 dated May 17, 2000 and supplemental correspondence through November 14, 2000, that the Highway 278 crossover (median cut) at Buckwalter Commercial Park could be closed in conjunction with future improvements to Highway 278 upon agreement between Beaufort County and SCDOT after completion of a frontage road connecting the Property from Highway 278 to Buckwalter Parkway, and that the owner of the Property would provide the right of way for the Buckwalter Commercial Frontage Road with SCDOT being responsible for all permitting, construction and maintenance costs of the Buckwalter Commercial Frontage Road; and

WHEREAS, Beaufort County Council approved at third reading on October 23, 2006 by Ordinance Number 2006-24 (now codified at Chapter 82 of the Beaufort County Code of Ordinances) a Development Impact Fee, including a Road Facilities Fee, and within that Ordinance identified and incorporated by reference the Road Facilities Impact Fee Support Study and CIP: South Beaufort County Service Area, dated September 2006 (Support Study) and the County adopted South Beaufort County Road Capital Improvement Plan (CIP) identified therein, which were used to calculate the Road Facilities Fee (Section 82-85 of the Beaufort County Code of Ordinances); and

WHEREAS, Table 12 of the Support Study identified the Buckwalter Commercial Frontage Road (identified in that Study as Frontage Road, South Side, Meggett Tract to Buckwalter Parkway) as a Needed Capital Improvement, consisting of 0.42 Added Lane Miles at an estimated cost of \$900,000.00; and

WHEREAS, Beaufort County and SCDOT are presently engaged in designing, permitting and constructing improvements to Highway 278 that include the median closure described above; and

WHEREAS, the Buckwalter Commercial Frontage Road has long been approved as part of Beaufort County's Capital Improvement Program as described above, and the Buckwalter Commercial Frontage Road is an improvement eligible to have the design, permitting and construction costs paid from Beaufort County Traffic Impact Fees pursuant to Chapter 82 of the Beaufort County Code of Ordinances; and

WHEREAS, the recent economic downturn has affected the income stream from the Beaufort County Road Facilities Impact Fees, inhibiting the ability of Beaufort County to fund the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, SCDOT has also experienced a shortfall in funding because of the economic downturn, and SCDOT cannot commit funds for the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, the Hospital has placed under contract the Property through which the Buckwalter Commercial Frontage Road is to be constructed, and the Hospital desires to have the design, permitting and construction of the Buckwalter Commercial Frontage Road to begin as quickly as possible in order to deliver health care services to southern Beaufort County; and

WHEREAS, construction of the buildings upon the Property by the Hospital will generate Beaufort County Impact Fees; and

WHEREAS, Section 6-1-1050 of the Code of Laws of South Carolina provides for an impact fee payor to enter into an agreement with a governmental entity, providing for the construction or installation of system improvements by the fee payor or developer and credits or reimbursements for costs, among other things; and

WHEREAS, Section 82-88 of the Beaufort County Code of Ordinances provides for a impact fee payor to apply for credits and enter into a Credit Agreement with County Council for system improvements identified in the CIP and dedication of road right of way, among other things; and

WHEREAS, Section 82-88 (c) (6) of the Beaufort County Code of Ordinances further provides for a Capital Contribution Front-Ending Agreement to the extent the fair market value of the construction of the road facilities exceed the obligations to pay road facilities development impact fees; and

WHEREAS, the Town of Bluffton, pursuant to an Intergovernmental Agreement with Beaufort

County, collects the Beaufort County Impact Fees and transmits them to Beaufort County, less an Administrative Fee; and

WHEREAS, the Hospital has had prepared a scope of services and fee agreement with design professionals which includes the initial studies and applications to apply for the various permits from the Army Corps of Engineers, SC Dept. of Health and Environmental Control, and others which are necessary to construct the Buckwalter Commercial Frontage Road, with such services totaling \$200,700.00; and

WHEREAS, the Hospital has had prepared a preliminary Engineer's Estimate of Probable Cost regarding the costs to construct to County standards the Buckwalter Commercial Frontage Road across the Property with connections to both US 278 and Buckwalter Parkway, which totals \$1,300,000.00; and

WHEREAS, the first phase of the Hospital's buildings on the Property will generate approximately \$677,400.00 in Beaufort County Road Facilities Development Fees (60,000 s.f. times \$11.29/s.f. Road Facilities Fee), with total additional buildout to generate an additional \$677,000 to \$903,000.00 in Road Facilities Development Fees, for a potential total of \$1,580,000.00 in Road Facilities Development Fees; and

WHEREAS, the Hospital may generate additional Road Facilities Development Fees at other facilities it may alter or construct in Southern Beaufort County in the future; and

WHEREAS, discussions with County Council, County Staff and the Hospital's administration and consultants have led to a consensus that a traffic roundabout should be considered as an alternative to a full access four way intersection at the intersection of the Buckwalter Commercial Frontage Road and Buckwalter Parkway; and

WHEREAS, with the assistance of Beaufort County Engineering, the Hospital's engineers are soliciting proposals for the design of a roundabout suitable for the Buckwalter Parkway intersection, with an accompanying engineer's estimate of construction costs; and

WHEREAS, it is anticipated that the design profile of such a roundabout may require the acquisition of additional property from adjacent landowners to create a sufficient right of way for the road and its associated drainage.

NOW THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the design, permitting and construction of the Buckwalter Commercial Frontage Road shall be undertaken by the Hospital upon the following terms and conditions, which are accepted by both Councils of the Town of Bluffton and Beaufort County and the Board of Trustees of Beaufort Memorial Hospital, and that the following shall be the Credit Agreement and Capital Contribution Front-Ending Agreement as contemplated by Chapter

I. DESIGN AND PERMITTING

- a. The Hospital will contract for the design professional's services, totaling \$200,700.00, as more particularly set forth and described in the attached Attachment B. The parties agree that the terms of services set forth in Attachment B are within the customary range of costs for similar services, and competitive bidding is not required. It is further agreed that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and the County, after obtaining at least three proposals, and the costs for those services will be added to the approved professional's services fees.
- b. Unless otherwise agreed, the Hospital will be in charge of supervision of the design and permitting, and the Town of Bluffton and Beaufort County will execute such applications for permits as may best be processed in either or both of their capacities as governmental bodies. It is acknowledged that the Army Corps of Engineers and DHEC wetland permits and land disturbance permits will likely be submitted as a joint County-Town application, which may also be joined by SCDOT as a co-applicant.
- c. Beaufort County, after consultation with the Town of Bluffton, shall approve the initial design and construction specifications of the Buckwalter Commercial Frontage Road and its profile, as the Buckwalter Commercial Frontage Road right of way shall be dedicated to Beaufort County after completion of construction. Preliminary design requirements from the County include two twelve foot travel lanes with usual and customary turn, acceleration and deceleration lanes within the Property as contained in the SCDOT Blue Book, with at least one multi-use path on one side completely through the Property. US 278 access to the Buckwalter Commercial Frontage Road will be a limited access right in, right out movement, with a deceleration lane only off of US 278, and Buckwalter Parkway access to the Buckwalter Commercial Frontage Road shall be a full access roundabout, unless the traffic study commissioned by the Hospital with the assistance and guidance of Beaufort County Engineering indicates that it should be only be a traditional four way full access intersection with appropriate acceleration and deceleration lanes. Provisions for a future connector southward from the Property towards the Berkeley Place commercial area shall be incorporated into plans, as well as a westward connector from the Property towards Island West Planned Unit Development. The road shall be curb and gutter with sidewalks on both sides. Storm water design for the road shall be coordinated with the Hospital's storm water requirements for its on-site development so as to have an integrated storm water master plan. Design parameters for the Buckwalter Commercial Frontage Road required by Beaufort County should be made available to the Hospital no later than 45 days after approval by Beaufort County of this Agreement. It is acknowledged road and landscaping enhancements requested by the Hospital beyond the initial design requirements will be at Hospital's expense.
- d. Beaufort Memorial Hospital shall be responsible for the timely payment of the invoices for services and application fees in regards to the design and permitting of the Buckwalter

AEC note 5/24/2019:

The 2011 Buckwalter design fees are transferable to the current 2019 Okatie MOB project. Design costs expended totalled \$103,541.00 before project determined infeasible and terminated.

Commercial Frontage Road, but the Hospital shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on the Buckwalter Commercial Frontage Road. These credits shall be evidence by pre-payment certificates at the time the funds are expended by the Hospital, which credits shall be based upon the amount of commercial square footage to be constructed by the Hospital on the Property (such as medical office buildings), as such expenditures for the construction of the Buckwalter Commercial Frontage Road would satisfy Road Facilities Development Fee requirements. There shall be no diminution in value due to Road Facilities Development Fee increases in the future (i.e., 10,000 s.f. of pre-paid fees at today's rate of \$11.29 per s.f. will still satisfy the requirements for 10,000 s.f. of commercial medical office space (or its future equivalent category) regardless of any rise in the commercial rate, provided further that any decrease in the commercial rate will accrue to the benefit of the Hospital (i.e., additional square footage shall be available if the fee should be less than in effect when paid).

II. CONSTRUCTION

- a. The parties agree that the completion of the Buckwalter Commercial Frontage Road and associated infrastructure improvements within the time frame necessary to provide access and utility service to the medical office buildings to be constructed on the Property by the Hospital is an integral and essential element of this Agreement, as is coordination with the US 278 widening project to achieve economies of scale and avoid lack of essential access during construction and site occupancy. The Hospital shall provide the necessary right of way for the road and associated drainage, and shall receive a credit for land dedication in accordance with Section 82-88 (c). To the extent that additional land is required for the roundabout from adjacent landowners, such adjacent landowners likewise shall be eligible to receive credit against future Road Facilities Development Fees in like manner.
- b. The parties further agree the Hospital may submit a build proposal for the Buckwalter Commercial Frontage Road and associated improvements which shall meet or exceed applicable state and county design requirements. If the Hospital's proposal(s) and its unit costs are comparable to similar road projects presently under construction in Beaufort County, and Beaufort County receives a legal opinion from its attorneys that such proposal does not violate any procurement statute or ordinance, the Hospital shall use its procurement process to award the contracts. If placed for normal bidding through Beaufort County's procurement process, Beaufort County agrees to include provisions in the road improvement and/or utility installation contract specifications and plans which provide for a completion date of the Buckwalter Commercial Frontage Road and associated infrastructure improvements no later than ten months after contract execution, and that failure to stay within the designed critical path for completion by more than one month (with due allowance for inclement weather delay) shall constitute a material breach of such contract. Beaufort County shall include contract provisions in the construction documents making the Hospital an intended third party beneficiary of said contract(s), which shall provide that the contractor's failure to complete the road and associated

improvements in accordance with the required terms set forth herein, including completion dates, and to provide continuous functional construction access to the building sites of the Hospital may subject the road building contractor to a claim from the Hospital for damages that may be proven to have been incurred by Hospital by virtue of the contractor's failure to perform, including, but not limited to, loss of revenue from the buildings that are unable to obtain a Certificate of Occupancy from Beaufort County as a result of the delay and any increased construction and or financing costs. In an effort to mitigate damages, Beaufort Memorial Hospital shall have the right, but not the obligation, to demand Beaufort County terminate the contract with the road contractor and allow the Hospital to complete that portion of the road construction not timely completed by County's contractor. In such event the road contractor may be liable for the amount paid or incurred by the Hospital to complete the road improvements and for such other damages as may be proven and provided for by law. In the event of default by the contractor, Beaufort County shall pay any amounts due under the Contract to the Hospital, and Beaufort County agrees to participate as a party Plaintiff in any litigation against the defaulting contractor to recover all costs and damages due to the Hospital as a result of the default.

III. PAYMENT FOR CONSTRUCTION COSTS

- a. Recognizing the present inability to fully fund the construction of the Buckwalter Commercial Frontage Road by either of the governmental parties or SCDOT, Beaufort Memorial Hospital will fund the construction costs of the Buckwalter Commercial Frontage Road and pay invoices as they come due, but the Hospital will receive credits against future Beaufort County Road Facilities Development Fees for the actual amounts paid for the construction costs of the Buckwalter Commercial Frontage Road, with such credits to be evidenced by pre-payment certificates in the same manner as described in Section I(d) above.
- b. Further recognizing that the costs of the design, permitting and construction of the Buckwalter Commercial Frontage Road and associated roundabout and access may exceed the amount of Road Facilities Development Fees due from the Hospital to Beaufort County for the Hospital's future construction, the Town of Bluffton and Beaufort County agree to use their best efforts to obtain such other monies as may become available through grant application or otherwise to supplement the funds available for repayment of the costs to construct the Buckwalter Commercial Frontage Road.
- c. It is acknowledged that present fiscal demands for existing under construction projects as part of Beaufort County's Capital Improvement Program have required the designation of funds from the Road Facilities Development Fee program to complete those projects. The Town of Bluffton and Beaufort County agree to reimburse the Hospital for the costs to construct the Buckwalter Commercial Frontage Road and associated roundabout and access not covered by the Hospital's projected Road Facilities Development Fees from future Road Facilities Development Fees not already earmarked for these other sales tax

projects as they may become available in the future. It is acknowledged that the timing of these future reimbursements is uncertain, and it likely will be several years prior to such fees becoming available.

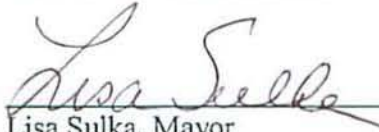
- d. Notwithstanding the foregoing, in the event a project that would generate Road Facilities Development Fees is proposed that would connect to or take access from the Buckwalter Commercial Frontage Road or associated roundabout and access, such fees will be collected and reimbursed to the Hospital until the costs of the Buckwalter Commercial Frontage Road and associated roundabout and access have been fully reimbursed to the Hospital.

IV. MISCELLANEOUS

- a. If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.
- b. The above recitals are incorporated into and made a part of this Agreement.

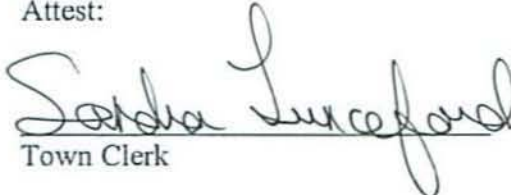
IN WITNESS WHEREOF, the Town of Bluffton and Beaufort County, acting under the authority of their respective governing bodies, and Beaufort Memorial Hospital, acting by and through its Board of Trustees, have approved this Intergovernmental Agreement, authorized its authorized officers to duly execute same in triplicate, any of which is to be considered an original, thereby binding the Town, County and Hospital for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

TOWN OF BLUFFTON



Lisa Sulka, Mayor

Attest:



Town Clerk

BEAUFORT COUNTY



Weston Newton, Chairman

Attest:



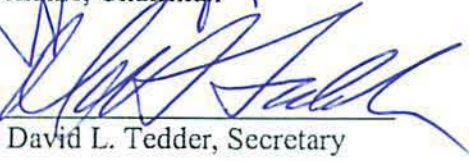
Sue Rainey, Clerk to County Council

SIGNATURES CONTINUE ON FOLLOWING PAGE

BEAUFORT MEMORIAL HOSPITAL



Jerry Schulze, Chairman

Attest: 

David L. Tedder, Secretary

Attachment A
Legal Description of Property

Parcel A

ALL that certain parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, said tract designated as Parcel "A" (0.18 acres), more specifically shown and described on a plat thereof entitled "A Plat of Parcel 'A,' Parcel 'B' and Parcel 'C,' Being a Portion of the Meggett and Buckwalter Tracts," said plat dated July 27, 2000, and last revised August 15, 2000, as prepared by Thomas & Hutton Engineering Co., and certified by Boyce L. Young S.C.R.L.S. No. 11079, with said plat recorded in the Beaufort County Records in Plat Book 76 at Page 59. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

Parcel B

ALL that certain parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, containing 6.00 acres and designated as Parcel "B" on a plat entitled "A Plat of Parcel 'A,' Parcel 'B' and Parcel 'C,' Being a Portion of the Meggett and Buckwalter Tracts," dated July 27, 2000, and last revised August 15, 2000, prepared by Boyce L. Young S.C.R. Land Surveyor, License No. 11079 of Thomas & Hutton Engineering Co. Said plat being recorded in the Beaufort County Records in Plat Book 76 at Page 59 on October 13, 2000. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

Together with a perpetual right of access, ingress and egress across that portion of Parcel "C" lying to the North of Parcel "B" so as to permit access to Highway 278 upon the roadway to be constructed by The Foxfield Company.

LESS AND EXCEPT: ALL that certain piece, parcel or lot of land situate, lying and being a portion of the Meggett and Buckwalter Tracts, Beaufort County, South Carolina, containing 0.039 acres, more or less, and shown on a plat dated May 13, 2003, and entitled "Sanitary Sewer Pump Station Prepared for Beaufort Jasper Water and Sewer Authority" by Thomas & Hutton Engineering Company, Boyce L. Young RLS No. 11079. For a complete description as to metes, bounds and distances, reference may be craved to plat as shown in deed recorded in the Beaufort County Records in Book 1835 at Page 2322.

AND ALSO less and except that certain access easement containing 0.066 acres which is to be used as a utility easement and ingress/easement as shown on said plat.

Parcel C

ALL that certain parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, containing 13.82 acres, more or less, said tract designated as Parcel "C" (13.82 acres) on that plat thereof by Thomas & Hutton Engineering Co., and certified

by Boyce L. Young S.C.R.L.S. No. 11079, entitled "A Plat of Parcel 'A,' Parcel 'B' and Parcel 'C,' Being a Portion of the Meggett and Buckwalter Tracts," said plat dated July 27, 2000, last revised August 15, 2000, and recorded in Plat Book 76 at Page 59 in the Beaufort County Records. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

Attachment B
Design/Permitting Proposals

Ryan Lyle

From: Russell Baxley <RBaxley@bmhsc.org>
Sent: Wednesday, April 03, 2019 1:42 PM
To: Robertson, Sarah; Ryan Lyle
Subject: RE: Beaufort Memorial Hospital - Okatie Crossings Traffic Light Escrow

Sarah,

Thank you for the reminder; I think we were including that in some of our budgetary numbers.

Best regards,

Russell Baxley, MHA
President and CEO
O 843.522.5140 | F 843.522.5975 | rbaxley@bmhsc.org
955 Ribaut Road | Beaufort, SC 29902 | www.bmhsc.org



From: Robertson, Sarah <SRobertson@burr.com>
Sent: Wednesday, April 03, 2019 12:42 PM
To: 'Ryan Lyle' <ryan@andrews-sc.com>; Russell Baxley <RBaxley@bmhsc.org>
Subject: Beaufort Memorial Hospital - Okatie Crossings Traffic Light Escrow

WARNING: This email originated outside of our company Beaufort Memorial DO NOT CLICK on links or attachments unless you recognize the sender and know the content is safe.

Ryan and Russell, my accounting department reminded me that Burr & Forman LLP still is holding \$75,000 in escrow for the traffic light, so I am passing along reminder for BMH's budgeting purposes.

On January 1, 2019, McNair Law Firm, P.A. was acquired by Burr & Forman LLP. McNair's 84 lawyers joined Burr & Forman from seven offices across North Carolina and South Carolina to create a stronger full-service firm with 360 legal and business professionals, expanding the firm's footprint to 19 offices across eight states with people who are fully invested in the firm's clients and communities. During the course of my representation, you may begin to see some changes as McNair transitions to the Burr & Forman platform.

My new email address is srobertson@burr.com.

Best regards,
Sarah



Sarah Robertson • *Partner*

AL • DE • FL • GA
MS • NC • SC • TN

This document prepared by:
McNair Law Firm, P.A. (SFR)
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
(843) 815-2171

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract"), is entered into this 7th day of September 2011 by and between **Sembler L-A Okatie Joint Venture, LLC**, a Delaware limited liability company with an address of 1450 South Johnson Ferry Road, Atlanta, GA 30319-4316, ("Seller") and **Beaufort Memorial Hospital** with an address of 955 Ribaut Road, Beaufort, SC 29902 ("Purchaser"). Seller and Purchaser agree as follows:

1. REAL PROPERTY.

1.1 In consideration of the Purchase Price (defined below) to be paid by Purchaser to Seller, Seller agrees to sell and Purchaser agrees to purchase approximately twenty (20) acres of property the location of which property is shown on the drawing attached as Exhibit A (the "Land") together with a sixty-six foot (66') easement for ingress, egress, and access (the "Easement") extending from the northeastern boundary of the Land to Baylor Brook Drive Right of Way as shown on Exhibit A. The Land and the Easement are together referred to as the "Property".

1.2 The Property is a portion of that certain parcel of real property shown as "Tract 1" containing 41.670 acres on that certain plat entitled "A Plat of Portion of Parcel 13, The Future Development Parcel, Portions of Okatie Center Blvd. North, Baylor Brook Drive, Palmer Grace Drive West and Palmer Grace Drive East Being A Portion of Okatie Crossing Phase One Being A Part of Okatie Center," dated July 10, 2008, prepared by Thomas & Hutton Engineering Co., certified by Wright C. Powers, Jr. PLS (S.C. No. 19895), and recorded in Plat Book 125 at Page 142 in the Office of the Register of Deeds for Beaufort County, South Carolina and having as Beaufort County Tax Property Identification Number R651 021 000 0655 0000.

1.3 Within the first twenty (20) days of the Due Diligence Period (as defined below), Purchaser will, at Purchaser's expense, have a boundary survey of the Property prepared by a registered surveyor and submitted to Seller. The survey shall depict the acreage to the nearest one-tenth acre and the purchase price for the Property shall be based upon the acreage of the Land. Once the survey has been submitted to Seller, the parties must reach a mutual agreement as to the configuration of the Property within ten (10) days thereafter. If mutual agreement is not reached by such deadline, either party hereto may terminate this Contract.

2. **PURCHASE PRICE.** The purchase price in this transaction shall be calculated based upon a rate of ONE HUNDRED EIGHTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$187,500.00) per acre within the Land (the "Purchase Price"). The actual Purchase Price shall be determined by a new boundary survey of the Property which, as

indicated above, shall contain a calculation of the acreage to the nearest one-tenth acre. The Purchase Price, once determined, shall be payable as follows:

2.1 \$50,000.00, earnest money deposit ("Earnest Money"), to be paid to Escrow Agent within five (5) days after full execution hereof and to be credited to the Purchase Price at Closing; and

2.2 the balance of the purchase price, once determined, due and payable in cash at Closing.

3. **DUE DILIGENCE PERIOD.** Purchaser shall have a discretionary period of sixty (60) calendar days from the execution hereof by Seller and Purchaser ("Due Diligence Period"), within which to conduct Purchaser's due diligence. Purchaser shall have the right to terminate this Contract prior to 5:00 P.M. (EST) on the last day of the Due Diligence Period in Purchaser's sole discretion and receive a full refund of the Earnest Money by notifying Seller and Escrow Agent of Purchaser's decision not to purchase the Property and in such event, the Earnest Money shall be released by Escrow Agent to Purchaser within five (5) days. This right of termination is intended to provide Purchaser sufficient time within which to make itself comfortable that all permits and approvals will be obtainable for Purchaser's intended project. Seller and Purchaser shall reasonably cooperate expeditiously during the Due Diligence Period in obtaining zoning information relating to the Property and also shall reasonably cooperate regarding any application for governmental approvals for development of the Property as a medical facility that Purchaser may pursue during the Due Diligence Period. Purchaser may extend the Due Diligence Period for an additional thirty (30) day period upon written notice to Seller and Escrow Agent and payment of an additional \$25,000.00 in Earnest Money prior to 5:00 P.M. (EST) on the last day of the initial 60 day Due Diligence Period. Seller shall use commercially reasonable efforts to assist Purchaser in obtaining the aforementioned approvals from governmental authorities. Purchaser shall indemnify Seller against and hold Seller harmless from any claims arising out of Purchaser's exercise of its rights to inspect the Property as provided herein. This indemnity shall survive any termination of this Contract.

4. **CONVEYANCE OF PROPERTY.** Seller shall convey good and marketable title to the Land to Purchaser in fee simple by limited warranty deed, free from encumbrances except as approved or deemed approved by Purchaser. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, and without the standard exceptions for mechanic's liens, parties in possession, and survey or any other exceptions that would prevent Purchaser's intended use of the Property as a medical facility and medical offices, this shall constitute evidence of marketable title.

5. **TITLE.** Purchaser agrees to obtain a title commitment at Purchaser's expense and notify Seller in writing of any defects in title as soon as reasonably possible and in any event not later than thirty (30) days from the date of execution of this Contract by Seller and Purchaser. Any defects of which Purchaser does not notify Seller during such thirty (30) day period shall be deemed waived and approved by Purchaser. In case legal steps are necessary to cure such timely raised defects, Seller shall notify Purchaser within ten (10) days from the date of its receipt of notification from Purchaser that corrective action is necessary as to whether or not Seller will endeavor to take the necessary action to cure such timely raised defects or, at Seller's option, not

to take such action. In the event Seller determines to take action to cure such timely raised defects, it must be taken promptly at Seller's own expense; provided that Seller shall have until Closing to cure any monetary liens raised as defects by Purchaser. If Seller determines that Seller is not going to cure such timely raised defects, Seller will notify Purchaser and Escrow Agent to that effect in writing and Purchaser shall have the option exercisable, if at all, within ten (10) days of receipt by Purchaser of such notification from Seller, to cancel the Contract or to accept title in the condition that currently exists. If Purchaser does not exercise its option to terminate the Contract within said ten (10) day period, Purchaser shall be deemed to have elected to accept title in the condition that currently exists. In the event Purchaser elects to terminate the Contract upon written notice to Seller and Escrow Agent, the earnest money deposited by Purchaser shall be returned to Purchaser.

6. **CLOSING DATE.** It is agreed by and between the parties hereto that the terms of this Contract shall be complied with and the closing of this transaction and delivery of possession the Property by Seller to Purchaser shall take place on or before thirty (30) days after the expiration of the Due Diligence Period ("Closing" or "Closing Date").

7. **CLOSING DOCUMENTS.**

7.1 At the Closing, Seller shall deliver to Purchaser in recordable form:

(a) a Limited Warranty Deed, conveying fee title to the Property to Purchaser, or its designee or assignee, in form for recording acceptable to Purchaser and subject only to the matters specifically agreed or deemed waived or approved by Purchaser;

(b) the Access Easement Agreement described below;

(c) an Assignment of Development Rights held by Seller related to the Property under the Development Agreement, if applicable and if required by Purchaser, in form for recording acceptable to Purchaser and subject only to the matters specifically agreed to by Purchaser;

(d) appropriate resolutions and other evidence reasonably required by Purchaser and the title company to evidence Seller's authority to execute and deliver the deed and other documents contemplated hereby; and

(e) assignment of any other rights related to the Property if applicable and if required by Purchaser, in form for recording acceptable to Purchaser and subject only to the matters specifically agreed to by Purchaser.

7.2 At the Closing, Seller and Purchaser shall deliver to each other proper documentation authorizing this Contract and the transaction contemplated hereby and any other documentation requested or necessary to fulfill the intent of this Contract or as are customarily required in transactions of the nature provided for by this Contract.

8. **PRORATIONS.** All Beaufort County, Jasper County, and City of Hardeeville taxes and other applicable charges for the Property shall be prorated as of the Closing Date (so that Purchaser has the burden of all expenses for the day of Closing). If a tax bill for the Property is not immediately available, such prorations shall be made on the basis of the taxes assessed against the acreage of the tax parcel within which the Property is located for the preceding year plus ten percent (10%).

9. **CLOSING EXPENSES.** Seller shall be responsible for the cost of deed preparation, the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps), all outstanding governmental or private assessments, charges and fees for the Property, the cost of any corrective title work, and Seller's attorney fees. Purchaser shall be responsible for all financing costs, legal fees in connection with the title examination, title insurance cost, any Town/County or State transfer tax (other than the Deed Recording Fee), any other recording fees and any loan documentation. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in southern Beaufort County, South Carolina.

10. **NO BROKERAGE FEES.** Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Purchaser holds Seller harmless from any claims for commission from any real estate broker with whom Purchaser may have dealt, and Seller holds Purchaser harmless from any claims for commission from any real estate broker with whom Seller may have dealt.

11. **DEFAULT.** Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of written notice of said default to Purchaser and Escrow Agent with a twenty (20) day right to cure, it is understood and agreed by and between the parties hereto that Seller may at its option because of the difficulty in ascertaining actual resulting damages, retain the earnest money deposit as liquidated and agreed damages, this being the sole remedy of Seller. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of written notice of said default to Seller and Escrow Agent with a twenty (20) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may terminate the Contract upon written notice to Seller and Escrow Agent and obtain refund of the earnest money deposit or proceed with a specific performance action against Seller, these being the sole remedies of Purchaser.

12. **ESCROW AGENT.** Escrow Agent hereinabove referred to shall be McNair Law Firm, P.A., 4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910, (843) 815-2171. Escrow Agent shall not be charged with any knowledge until such facts are communicated to Escrow Agent in writing. Escrow Agent may act in reliance upon any writing (including email), instrument or signature by Seller and Purchaser which Escrow Agent, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with provisions hereof, has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instruction delivered to it, the sufficiency of the

title to the property to be conveyed nor as to the identity, authority or right of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the funds or documents received and the disbursements of the funds or documents, in accordance with this Contract. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Contract against Escrow Agent. Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its legal fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. Seller and Purchaser shall at all times indemnify Escrow Agent against all actions, proceedings, claims or demands arising out of this transaction except for gross negligence or bad faith on the part of Escrow Agent. In the event of a dispute by and between Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option of depositing the earnest money deposit into the Clerk of Court's office for Beaufort County pending resolution of the disposition of said funds and upon depositing said funds, Escrow Agent shall bear no further responsibility. It is disclosed to Seller that Escrow Agent serves as local counsel to Purchaser and will serve as the Closing attorney on behalf of Purchaser. Seller specifically consents to such representation.

13. **INSPECTION.** Purchaser or its agents shall have the privilege at any time during the existence of this Contract of going upon the Property to inspect, examine, survey, and to make test borings, soil boring tests, and any other tests which Purchaser may deem necessary, at Purchaser's expense; provided, however, that no grading shall be done and no trees shall be cut other than bushes necessary to clear for survey or testing purposes. Except for such clearing, Purchaser shall at Purchaser's expense, restore the Property to its former condition in the event Purchaser does not acquire the Property. Purchaser agrees to indemnify and hold Seller harmless for any damages, and any injury or death to persons occurring on the Property as a result of Purchaser's exercise of such inspection rights. This indemnity and hold harmless agreement shall survive termination of this Contract.

14. **TAKING.** In the event that prior to Closing all or any portion of the Property or any rights or easements across the Property shall be taken or condemned or rights of eminent domain or similar process shall be exercised, or shall be threatened, Seller shall provide Purchaser with written notice of such action within ten (10) days of Seller's receipt of notice of such action. If such action, in Purchaser's sole opinion, would have a materially adverse impact upon Purchaser's proposed use of the Property, Purchaser shall, within thirty (30) days after having received notice thereof from Seller, elect by written notice to Seller and Escrow Agent to either (a) continue this Contract in full force and effect, notwithstanding such taking, or threatened taking, in which case Purchaser shall be required to continue the purchase of the Property and Purchaser shall be entitled to any compensation attributable to the Property and resulting from such condemnation or taking, or (b) terminate this Contract, which shall become null and void, and all funds paid by Purchaser shall immediately be disbursed to Purchaser and in the event of such election, neither of the parties hereunder shall have any further rights against the other except for those which expressly survive termination of this Contract.

15. **SELLER'S REPRESENTATIONS AND WARRANTIES.** In order to induce Purchaser to enter into this Contract and to purchase the Property, and in addition to warranties and representations contained elsewhere in this Contract, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by

Purchaser.

15.1 Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to all of the Property, subject only to real property taxes for the current year and all riparian rights, government laws, rules, and restrictions, easements and other matters affecting the Property as a matter of record as of the date hereof.

15.2 Authority of Seller. Seller is a limited liability company organized and in good standing under the laws of the State of Delaware and, subject to the approval of the sale transaction contemplated herein by Seller's partner in ownership of the Property, Lubert-Adler, has the right, power and authority to enter into this Contract and sell the Property in accordance with the terms and conditions hereof. Seller shall provide to Purchaser a Certificate of Existence and a resolution authorizing the sale of the Property at Closing along with any other documents reasonably requested by Purchaser's title insurance company.

15.3 Taxes. All taxes for the Property have been paid or shall be paid as they become due prior to Closing.

15.4 Options. No options or other contracts are still outstanding giving any other party a right to purchase any interest in the Property or any part thereof.

15.5 Condition of Property. To Seller's knowledge without investigation, there are no extraordinary repairs or items or deferred maintenance required in connection with the Property and Seller has no knowledge of any special or unusual construction requirements which would be necessary for development of the Property, other than actually known or disclosed to Purchaser.

15.6 Compliance with Existing Laws. To Seller's knowledge without investigation, Seller is not in violation of, and has not received notice of the violation of, any applicable building, zoning, or other ordinances, resolutions, statutes or regulations or any government, governmental agency, including, without limitation, environmental control agencies, in respect to the use, condition, and development of the Property.

15.7 Condemnation Proceedings; Roadways. To Seller's knowledge without investigation, there are no condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

15.8 Mechanic's Liens. If any of the Property is subject to or potentially subject to mechanic's liens, then Seller shall have a waiver of all such liens or payment of the underlying obligations bonded or otherwise removed in a manner satisfactory to Purchaser's title insurance company and Purchaser.

15.9 Pending Litigation. Except as previously disclosed to Purchaser, Seller is not now a party to any litigation affecting the Property, or any part thereof or affecting Seller's right to sell the Property, and Seller knows of no litigation or threatened litigation

affecting the Property or any part thereof. Seller shall give Purchaser prompt notice of the institution prior to Closing of any such litigation.

15.10 No Encroachments. To Seller's knowledge without investigation, no structure of any kind encroaches on the Property, nor do any other encroachments whatsoever exist.

15.11 Graveyards. Seller has no knowledge of any portion of the Property being used as a graveyard or of any burial locations on the Property.

15.12 Environmental.

(a) *Definitions*. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particular matter which is regulated by any local governmental authority, the State of South Carolina, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of South Carolina law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) defined as a "toxic pollutant" pursuant to the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S. § 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) *Representations*. Seller represents that to the best of its knowledge and except as disclosed to Purchaser, (i) neither the Property nor any part thereof is in breach of any Environmental Laws, and (ii) the Property is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability.

(c) *No Notices*. Seller has received no notice that the Property or any part thereof, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(d) *Indemnity*. Seller agrees to indemnify, defend and hold harmless Purchaser and Purchaser's grantees from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including,

without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and reasonable expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other reasonable out-of-pocket expenses, suffered or incurred by Purchaser and its grantees as a result of the representations in Section 15.12(b) being untrue when made, unless Purchaser had knowledge of same as of the date of Closing.

15.13 No Defaults. Neither the execution of this Contract nor the consummation of the transaction contemplated hereby will: (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller, or any predecessor of Seller, is a party; or (b) violate any restriction to which Seller is subject; or (c) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order; or (d) result in the acceleration of any deed of trust or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or (e) result in the creation of any lien, charge, or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Contract.

15.14 Events Prior to Closing and Other Information. Seller will not cause or permit any action to be taken which would cause any of the foregoing representations or warranties to be materially untrue as of the Closing. Seller agrees to immediately notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the material facts related to, or the truth of any of the above representations. Seller has disclosed to Purchaser any and all facts necessary to prevent the statements herein and in the attached exhibits from being misleading. Seller has no knowledge or information of any facts or circumstances which would adversely affect the development of the Property as a medical facility which are not set forth in this Contract.

15.15 Further Acts of Seller. On or before the Closing Date, Seller will do, make, execute and deliver all such additional and further acts, things, deeds, instruments and documents as may be reasonably required by Purchaser to completely vest in and assure to Purchaser full rights in or to the Property and to assist Purchaser in its attempt at rezoning, if required, for development of the Property as a medical facility.

16. **CONDITIONS TO CLOSING**. Anything in this Contract to the contrary notwithstanding, the obligations of Purchaser to purchase the Property and, with respect to 16.7, the obligation of Seller to sell the Property, are expressly made subject to the following conditions:

16.1 that, as of the date of closing, the warranties and representations of Seller shall be materially true and accurate;

16.2 that, prior to the expiration of the Due Diligence Period, Purchaser shall be able to obtain certification or recertification, if necessary, of any wetland permit applicable to the Property;

16.3 that, prior to the expiration of the Due Diligence Period, Purchaser shall be able to obtain confirmation satisfactory to Purchaser of access/frontage road matters connecting the Property to U.S. Highway 278 and S.C. Highway 170;

16.4 that, prior to the expiration of the Due Diligence Period, Purchaser shall be, able to obtain resolution satisfactory to Purchaser regarding any health care use restrictions applicable to the Property;

16.5 that, prior to the expiration of the Due Diligence Period, Purchaser shall have the right to amend the existing master plan for the Property, if any, subject to the prior written approval of Seller which approval shall not be unreasonably withheld;

16.6 that prior to the expiration of the Due Diligence Period, Purchaser shall determine that necessary utilities are available to the Land.

16.7 that prior to the expiration of the Due Diligence Period, Seller shall have obtained approval from Lubert-Adler, in accordance with Seller's written agreement with Lubert-Adler, of the sale transaction contemplated herein.

Except for 16.7, the foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller, but if such conditions are not met and not waived by Purchaser on or before the date of closing, Purchaser may, at its option, prior to the Closing, terminate this Contract, and all earnest money, if any, shall be returned to Purchaser and neither party hereto shall have any further rights, duties or obligations hereunder; provided that Purchaser may only terminate this Contract due to failure to satisfy the conditions described in 16.2, 16.3, 16.4, 16.5 or 16.6 if such termination occurs on or before 5:00 P.M. (EST) on the last day of the Due Diligence Period and Purchaser or Seller may terminate this Contract due to failure to satisfy the condition described in 16.7 if such termination occurs on or before 5:00 P.M. (EST) on the last day of the Due Diligence Period.

17. **COVENANTS OF SELLER.** Seller hereby covenants to Purchaser as follows:

17.1 Between the date hereof and Closing, Seller shall not enter into any contracts or agreements affecting the Property which are not terminable prior to Closing, and only then if terminable without payment of a termination fee or penalty, and Seller shall disclose any contract(s) entered into by Seller after the date hereof to Purchaser.

17.2 Subject to ordinary wear and tear, casualty and/or condemnation, Seller shall deliver the Property at Closing in substantially the same condition as it existed on the date of execution of this Contract, except for those changes required herein and/or approved by Purchaser. Additionally, Seller retains the right to remove timber located on the Property until the Closing Date.

17.3 Prior to the Closing, Seller (a) will give to Purchaser, its attorneys, accountants, engineers and other representatives, during normal business hours and as often as may be reasonably requested, full access to any and all parts of the Property and to all books, records, and files in Seller's possession relating to the Property (e.g. topographical surveys, engineering studies, soil studies, boundary surveys, wetlands

studies, zoning letters and information, DOT permits, title policies); and (b) will furnish to Purchaser all information in Seller's possession concerning the Property which Purchaser, its attorneys, accountants, engineers or other representatives shall reasonably request. Within 10 days after the full execution of this Contract, Seller will provide Purchaser Seller's most recent tax bill for the Property, copies of all surveys, environmental reports, structural reports and other studies in Seller's possession and control relating to the Property and with all other information that Seller believes would be of benefit to Seller in evaluating the Property.

17.4 Other than as permitted in this Contract, Seller shall not cause an adverse change in the condition of title to the Property after the date hereof without Purchaser's consent, which may be withheld, conditioned or delayed in Purchaser's sole discretion.

17.5 Seller agrees to cooperate with Purchaser in all reasonable respects in obtaining site plan and other governmental approvals required to permit the development of the Property as a medical facility.

17.6 Prior to Closing, Purchaser, with Seller's reasonable cooperation, shall cause the Property to be legally subdivided and shall obtain a separate tax identification number for the Property.

17.7 Intentionally Deleted.

17.8 Prior to the expiration of the Due Diligence Period, Purchaser and Seller shall fully negotiate and agree to a storm water retention easement agreement (the "Storm Water Agreement") in which the Seller agrees to grant to Purchaser a prorata share of whatever access rights Seller has with respect to storm water detention facilities located on adjacent property not owned by Seller. If a mutually acceptable Storm Water Agreement is not executed prior to the expiration of the Due Diligence Period, either party hereto may terminate this Contract.

17.9 Intentionally deleted.

17.10 Seller shall on or before Closing, provide Purchaser with evidence of the following perpetual existing or new non-exclusive easements for ingress and egress to and from the Property and benefitting the Property for Purchaser, its employees, agents, customers and invitees, in form for recording acceptable to Purchaser if necessary, in Purchaser's reasonable discretion:

(a) over the Easement;

(b) over Okatie Center Boulevard North right of way to U.S. Highway 278 and to S.C. Highway 170;

(c) over Commerce Place West right of way (as extended as described in Section 17.9) to S.C. Highway 170; and

(d) over Baylor Brook Drive right of way and Palmer Grace Drive right of way to S.C. Highway 170.

(the "Access Easement Agreement"). Purchaser and Seller acknowledge and agree that the terms of the Access Easement Agreement may be incorporated into a declaration of covenants and do not have to be a stand-alone document.

17.11 Subject to Seller's contribution provided in Section 17.11 (a) below, Buyer shall be responsible for the cost of design, permitting, and construction of a traffic signal and related traffic signal facilities at the intersection of S.C. Highway 170 and Okatie Center Boulevard North Right of Way if necessary for Buyer to obtain a permit for development of the Land (the "Traffic Signal Improvements") based upon the following terms:

(a) \$75,000.00 shall be withheld from Seller's proceeds at Closing and held in trust by Escrow Agent to provide funds for Seller's share of the completion of the construction of the Traffic Signal Improvements (the "Escrow Fund"). Escrow Agent shall disburse funds from the Escrow Fund for Seller's share of the cost of completion of the Traffic Signal Improvements upon approval of both Purchaser and Seller of final invoices submitted by Purchaser which approval shall not be unreasonably withheld. If Escrow Agent requests approval of a disbursement and either party should fail to respond within ten (10) days of request, such failure to respond shall be deemed an approval of the request by Escrow Agent.

(b) Purchaser shall provide Seller with the design plans and cost estimates for the Traffic Signal Improvements and Seller shall have fifteen days (the "Review Period") to review and approve same. Seller's approval of the design plans and cost estimates for the Traffic Signal Improvements must be reasonable and may not be unreasonably withheld, conditioned or delayed. Should Seller not provide Purchaser with written comments within said "Review Period," Seller shall be deemed to have approved the design plans and cost estimates for the Traffic Signal Improvements as submitted to Seller by Purchaser.

(c) Any funds remaining in the Escrow Fund following payment of the final invoices for the Traffic Signal Improvements shall be disbursed by Escrow Agent to Seller.

(d) Seller shall be entitled to Seller's prorata share of any credit or offsets against development or impact fees arising from Seller's payment of Seller's share of the cost of the Traffic Signal Improvements.

17.12 Seller shall be responsible for payment and purchase of any wetland mitigation credits through Sweetleaf Mitigation Bank or any other approved mitigation bank pursuant to applicable wetlands permits in accordance with the documents governing such mitigation banks. Following closing, in the event that the purchase of wetland mitigation credits is a requirement of Purchaser obtaining a development or

building permit, Purchaser may purchase such wetland mitigation credits. Upon written notice by Purchaser to Escrow Agent advising of payment for such wetland mitigation credits, Purchaser shall be reimbursed from the Escrow Fund for the costs incurred related to same. Purchaser shall be responsible, at Purchaser's expense, for filling in any wetlands on the Property.

17.13 Prior to the expiration of the Due Diligence Period, Purchaser and Seller shall negotiate the location and design requirements (subject to the terms of the Development Agreement applicable to the Property) of Purchaser's two (2) signs: 1 sign to be located on property owned by Seller along S.C. Highway 170, and 1 sign to be located on property owned by Seller along U.S. Highway 278. At Closing, Seller shall grant a sign easement to Purchaser whereby Seller shall assign to Purchaser a prorata share of whatever signage rights Seller has with regards to these signs (the "Sign Easement").

17.14 Prior to the expiration of the Due Diligence Period, Seller shall provide to Purchaser written confirmation that the Property is exempt from payment of assessments, charges and liens which may be assessed pursuant to any covenants of record.

17.15 Prior to the expiration of the Due Diligence Period, Seller and Purchaser shall determine the development and density rights requirements for the Property for Purchaser's intended use of the Property and said development and density rights shall be assigned by Seller to Purchaser at Closing in form acceptable to Purchaser with such form to be finalized by Seller and agreed to by Purchaser prior to the expiration of the Due Diligence Period.

The foregoing covenants are for the sole benefit of and may be waived by Purchaser by written notice to Seller, but if such covenants are not met and not waived by Purchaser on or before the date of Closing, Purchaser may, at its option, prior to the Closing, terminate this Contract, and all earnest money, if any, shall be returned to Purchaser and neither party hereto shall have any further rights, duties or obligations hereunder; provided that Purchaser may only terminate this Contract due to failure to satisfy the conditions described in 17.8, 17.13, 17.14 or 17.15 if such termination occurs on or before 5:00 P.M. (EST) on the last day of the Due Diligence Period and further provided that there is no covenant contained in 17.11 pursuant to which Purchaser could terminate this Contract.

18. **GOVERNMENTAL APPROVALS.** Both parties recognize that Purchaser's proposed development of the Property will necessitate obtaining certain approvals and permits from the local government. While Purchaser is ultimately responsible for obtaining these approvals and permits, Seller will cooperate and assist Purchaser in this task and agrees to execute any reasonably necessary documentation in support of this obligation. Further, it is recognized that this approval process has many steps and timing requirements and, until it has been completed, Purchaser would not have the opportunity to develop the Property.

19. **MISCELLANEOUS.**

19.1 All rights, powers and privileges conferred hereunder upon the parties shall be cumulative, and not restricted to those given by law.

19.2 Purchaser's intended use of the Property is highly confidential, therefore, until the use is a matter of public record, Seller agrees not to divulge Purchaser's intended use.

19.3 No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

19.4 This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

19.5 This Contract shall be construed and interpreted under the laws of the State of South Carolina.

19.6 All the undertakings contained herein which remain executory at Closing shall survive the Closing and shall remain in full force and effect.

19.7 Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof.

19.8 This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made.

19.9 This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

19.10 If either party is required to institute suit against the other party to enforce its rights under this Contract, and if such party obtains a valid non-appealable judgment against the other party the non-prevailing party agrees to pay all reasonable costs, expenses and reasonable legal fees of the prevailing party attributable to the enforcement of this Contract.

19.11 Whenever possible, each provision of this Contract shall be interpreted so as to be valid and effective under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, that provision shall be ineffective only to the extent of the prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Contract.

PURCHASER:

Beaufort Memorial Hospital
ATTN: Rick Toomey
955 Ribaut Road
Beaufort, SC 29902

Copy To:

Sarah F. Robertson
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938

Street Delivery:

4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910

SELLER:

Sembler L-A Okatie Joint Venture, LLC
ATTN: Jeff Fuqua
c/o The Sembler Company
5590 Roswell Road, Suite 200
Atlanta, GA 30342

Copy To:

Sembler L-A Okatie Joint Venture, LLC
The Sembler Company
5858 Central Avenue
St. Petersburg, Florida 33707
ATTN: Gregory S. Sembler

19.14 For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument.

19.15 Time is of the essence in all matters related to this Contract.

19.16 The terms of the Confidentiality Agreement executed between the parties are incorporated and made a part of this Contract.

20. **OFFER AND ACCEPTANCE.** This Contract of Sale is in the form of an offer and acceptance. The Contract offer has been executed by Purchaser on the date indicated below and is open for acceptance by Seller by 5:00 P.M. EDT on the tenth (10th) day following the date of execution by Purchaser. In the event that Purchaser or Escrow Agent is not notified by Seller that the Contract has been executed by that time with a copy being transmitted by certified or registered mail post-marked prior to the deadline, then this Contract offer shall be null and void and the earnest money deposit shall be returned to Purchaser forthwith.

IN WITNESS WHEREOF, Purchaser has caused this Contract to be duly executed as of the 1 day of September, 2011.

WITNESSES:

Ann Crawford

PURCHASER:
Beaufort Memorial Hospital

By: Richard K. Toomey
Richard K. Toomey, President/CBO

IN WITNESS WHEREOF, Seller has caused this Contract to be duly executed as of the 7th day of September, 2011.

WITNESSES:

SELLER:

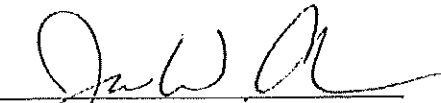
Sembler L-A Okatie Joint Venture, LLC,
a Delaware limited liability company

By: **Sembler Okatie Partnership, Ltd.,**

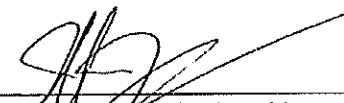
a Florida limited partnership, its Manager

By: **Sembler Okatie, Inc.,**

a Florida corporation, its General Partner



Witness


By: 

Jeffrey S. Ruqua, Vice President

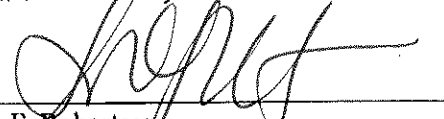
Escrow Agent joins in the execution of this Contract as of the 12th day of September 2011 to acknowledge and agree to the terms of this Contract.

ESCROW AGENT:

McNair Law Firm, P.A.

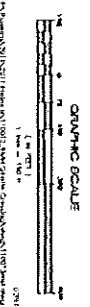
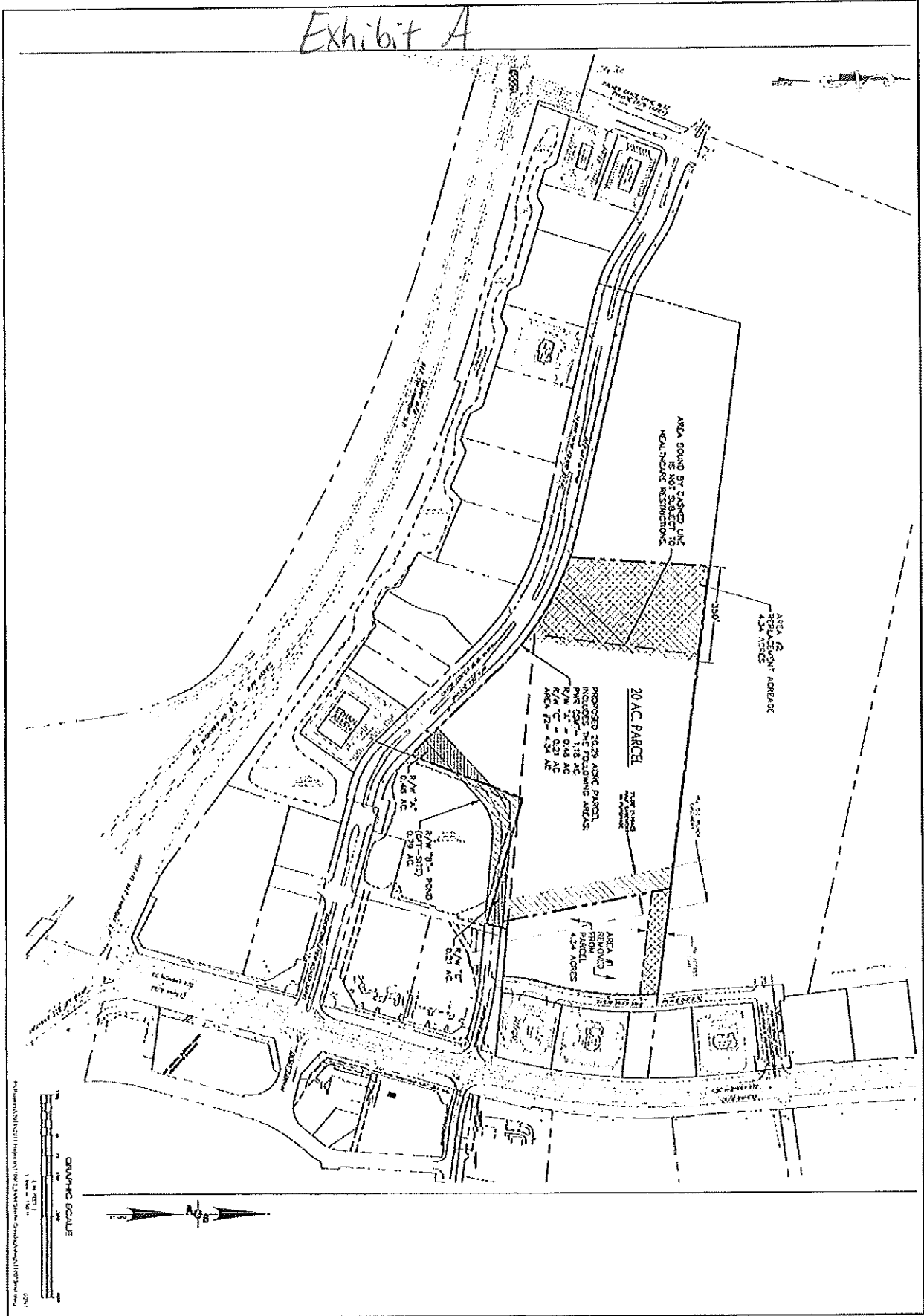


Witness

By: 

Sarah F. Robertson

Exhibit A



SHEET #:
1
of 1
JOB: 110013

20 Acre
Parcel Unit:
47' x 1501'

Drawn By: [Name]
Checked By: [Name]
Designed By: [Name]
Engineer: [Name]

Professional Seal from
for:
BAM, CLALIA
7001 17th Street SW
City of Hendersonville
Lancaster County, SC

Andrews & Burgess Inc.
Engineering & Surveying

454 South 1st Street
PO Box 1000
Rt. 1
Hendersonville, NC 28034
704.941.4614

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OF THE WHOLE PART OR ANY CONTENT IS PERMITTED
WITHOUT THE WRITTEN CONSENT OF
ANDREWS & BURGESS INC.

Professional Engineer Seal for Andrew Burgess, No. 11000, State of North Carolina.

PLAN REVISIONS		
NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		

ATTORNEY-CLIENT WORK PRODUCT; PRIVILEGED AND CONFIDENTIAL

VOCs were not detected above laboratory detection limits in the dipping vat grab samples analyzed with the exception of acetone and 2-butanone reported in sample identified as Vat Bottom. Based on the laboratory analytical results neither constituent exceeds the residential PRG established for each constituent.

SVOCs were not detected above laboratory detection limits in the dipping vat grab samples analyzed.

RCRA metals were not detected above laboratory detection limits in the dipping vat grab samples analyzed with the exception of arsenic, barium, chromium, and lead in the sample identified as Vat Bottom and barium, chromium, and lead in the sample identified as Vat Outside. Based on the laboratory analytical results the detected constituents do not exceed the residential PRGs established for each constituent. However, the reported concentrations of 2.4 mg/kg for arsenic and 4.6 mg/kg for chromium in Vat Bottom and 3.5 mg/kg for chromium in Vat Outside exceed the US EPA Region 9 Soil Screening Level (SSL) for contaminant migration to groundwater (using a dilution attenuation factor of 1) established for each constituent. The SSLs for arsenic and chromium are 1 mg/kg and 2 mg/kg, respectively. Based on our experience with SCDHEC, and the relatively minimal concentrations of arsenic and chromium detected, it is our opinion that SCDHEC is not likely to require further action regarding the concentrations of arsenic and chromium which exceed the SSLs.

Pesticides were not detected above laboratory detection limits in the dipping vat samples analyzed.

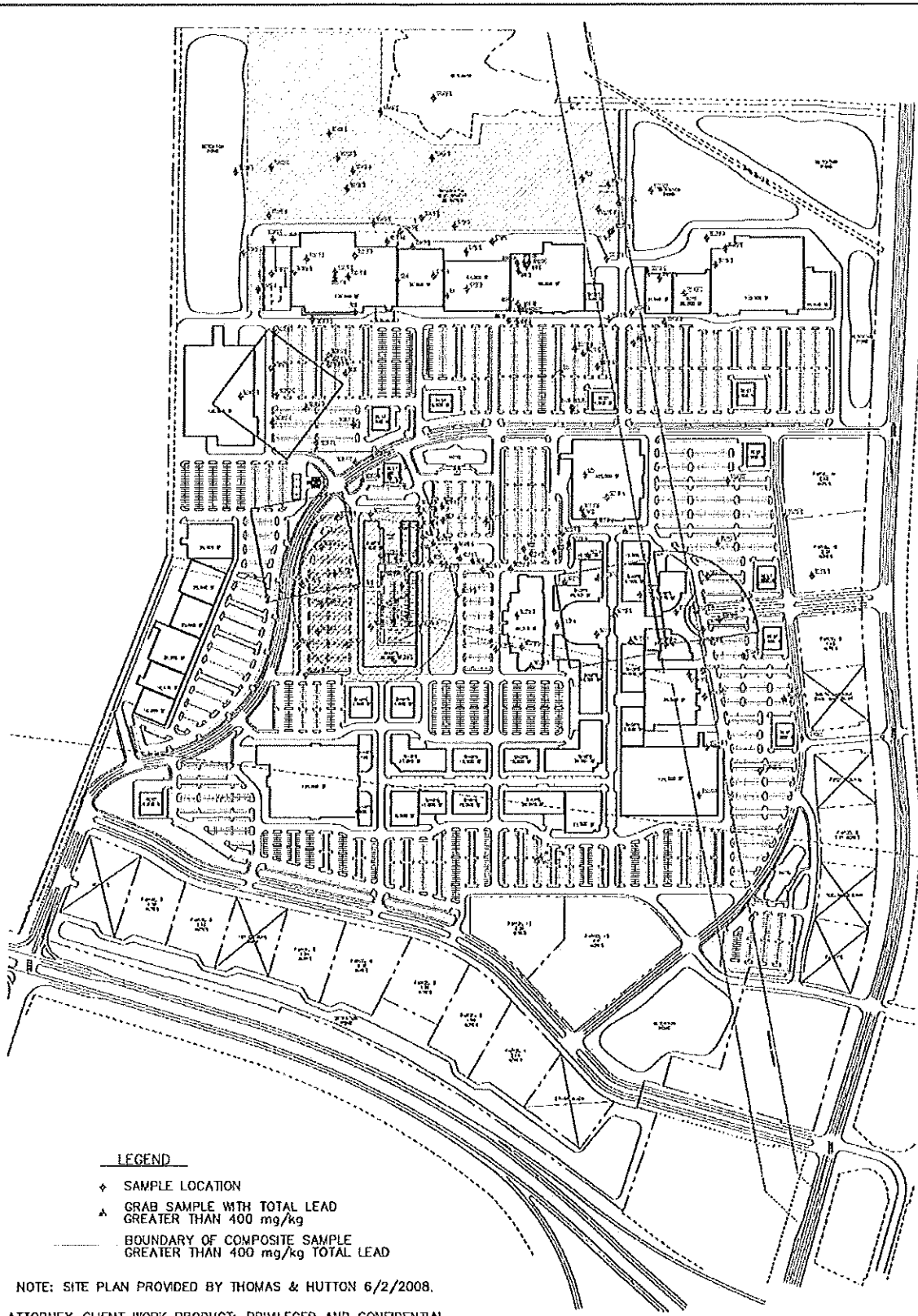
A summary of the dipping vat analytical results is provided in Table 6.

Quality Assurance/Quality Control

One equipment blank was collected at the end of sampling activities conducted between May 8, 2008 and May 13, 2008 to document the effectiveness of the decontamination procedure and to determine if lead or PAHs may have been introduced to the sample media by the sample equipment. Equipment blanks were submitted for laboratory analysis for total lead with the exception of the equipment blanks collected on May 8, 2008 and May 9, 2008 which were submitted to laboratory analysis for total lead and PAHs. Based on laboratory analysis, neither constituent was detected above laboratory detection limits in the equipment blanks collected.

One trip blank was collected in conjunction with the dipping vat sampling. The trip blank was submitted for laboratory analysis for VOCs. Based on the laboratory analysis, VOCs were not detected above laboratory detection limits.

One blind duplicate was collected for approximately each ten composite samples collected. The blind duplicates were labeled with a unique sample ID and submitted for laboratory analysis. Based on the results of laboratory analysis, the duplicate samples



LEGEND

- ◆ SAMPLE LOCATION
- ▲ GRAB SAMPLE WITH TOTAL LEAD GREATER THAN 400 mg/kg
- BOUNDARY OF COMPOSITE SAMPLE GREATER THAN 400 mg/kg TOTAL LEAD

NOTE: SITE PLAN PROVIDED BY THOMAS & HUTTON 6/2/2008.
 ATTORNEY-CLIENT WORK PRODUCT; PRIVILEGED AND CONFIDENTIAL



SAMPLE LOCATIONS - SITE PLAN OVELAY
 FORMER OKATIE GUN CLUB SITE
 HARDEEVILLE, SOUTH CAROLINA

SCALE: 1"=400'	DRAWN BY: LAJ	CHECKED BY:
JOB NO. 1138-08-058	DATE: 6-02-08	FIGURE NO. 4

Table 6
 Summary of Soil Analytical Results
 Dipping Vat, Southern Parcel of Okatie Crossing
 Okatie, South Carolina
 S&ME Project No. 1138-08-058

Parameter	PRG _{Res} ⁽¹⁾	PRG _{Ind} ⁽²⁾	SSL ⁽³⁾	Vat Bottom		Vat Outside	
				5/14/2008	(mg/kg) ⁽⁴⁾	5/14/2008	5/14/2008
<i>Volatile Organic Compounds by EPA Method 8260B (mg/kg)⁽⁴⁾</i>							
Acetone	14,000	54,000	0.8	<0.053 ⁽⁵⁾		0.170	
2-Butanone (MEK)	22,000	47,000	NL ⁽⁶⁾	<0.011		0.019	
<i>Metals by EPA Method 6010B / 7471A (mg/kg)</i>							
Arsenic	0.39	1.6	1	2.4 ⁽⁷⁾		<1.1	
Barium	5,400	67,000	82	33		12	
Chromium	210	450	2	4.60		3.5	
Lead	400	800	NL	6.9		3.2	

Notes:

1. PRG_{Res} = US EPA Region 9 Preliminary Remediation Goal for direct contact exposure pathway in a residential scenario.
2. PRG_{Ind} = US EPA Region 9 Preliminary Remediation Goal for direct contact exposure pathway in an industrial scenario.
3. SSL = US EPA Region 9 Soil Screening Level for migration to groundwater; Dilution Attenuation Factor = 1.
4. mg/kg = Milligrams per Kilogram.
5. < = Result is less than method detection limit
6. NL = Not Listed.
7. Bold value indicates concentration exceeds PRG_{Res}, PRG_{Ind} or SSL.

memo

To: Beaufort County Public Facilities Committee

From: Beaufort Memorial Hospital

Date: August 7, 2019

Re: Impact Fees Okatie Medical Office Building

The purpose of this memorandum is to summarize the historical context and request of Beaufort Memorial Hospital (BMH) for certain reductions to impact fees related to the development of its Okatie Medical Office Building on SC 170. Currently BMH has several pending requests, the matter before Public Facilities is to give approval to the actions contemplated and endorsed by the intergovernmental agreement as approved by County Council on February 28, 2011.

To clearly explain the request it is important to provide some historical context. In 2006, Beaufort County amended the Impact Fee Ordinance based on the finding of the Southern Beaufort County Regional Plan. This ordinance set new impact fee rates to fund certain public facilities including, libraries, parks and recreation, and roads and infrastructure. In and around 2011, BMH placed under contract a Property in the Buckwalter Commercial Site which was identified in Beaufort County's Capital Improvement Program to be the site of the Buckwalter Commercial Frontage Road. At the time the contract was pending, there was lack of funding both at a state and local level to perform the necessary analysis and engineering for the road improvement. Beaufort County Ordinance Sec. 82-88 (c) (6) states: "the County may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct road improvements in the CIP, to the extent the fair market value of the construction of those road improvements exceed the obligation to pay road facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the road improvement(s) constructed."

Due to the fact connectivity and roadways were an integral part of BMH's feasibility analysis of the property, the Town of Bluffton, Beaufort County and BMH entered in an Intergovernmental agreement on February 2/28/2011. (Exhibit A) The Intergovernmental Agreement contemplated that BMH provide contributions for road improvement by engaging design professionals to perform certain studies necessary to construct the Buckwalter Commercial Frontage Road. In return, Beaufort County would give BMH a credit against future Beaufort County Road Facilities Development Fees in the Southern Beaufort County Service Area. Beaufort Memorial expended \$103,541 in professional services under this agreement. It is clear from the discussions that occurred both at the County Council Finance committee meeting on February 21, 2011 (see highlighted items Exhibit B) and County Council meeting February 28, 2011 (see highlighted items Exhibit C) it was the intent of County Council that a credit be given to Beaufort Memorial for the expenditure of these funds even if Beaufort Memorial chose to select a different site within the service area. Specifically, Mr. Tedder responded to Mr. Baer's question about building anywhere South of the Broad and whether credit should apply should Beaufort Memorial choose a different location. Mr. Tedder responded that "there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees." In short, the funds are tied to the service area.

Since the 2011 agreement, Beaufort Memorial has purchased property in the Southern Beaufort County Service Area and is in the process of constructing a medical office building at Hwy 278. Today, Beaufort Memorial is asking that County Council approve an impact fee credit in the amount of \$103, 541 as contemplated in the 2011 Intergovernmental Agreement.

Exhibit A

Intergovernmental Agreement

**AN INTERGOVERNMENTAL AGREEMENT AMONG
THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON,
AND BEAUFORT MEMORIAL HOSPITAL
REGARDING ROAD DESIGN AND CONSTRUCTION OF
BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD**

THIS AGREEMENT (the "Agreement") is made and entered into this 28th day of February, 2011, by and among the County of Beaufort, South Carolina ("Beaufort County"), the Town of Bluffton, South Carolina, and Beaufort Memorial Hospital (the "Hospital").

WHEREAS, Beaufort County commissioned and adopted a US Highway 278 Short Term Needs Study in 2001 in which a New Road Connectivity component included the building of a frontage road connector designated as the Buckwalter Commercial- Buckwalter Parkway Connector (the "Buckwalter Commercial Frontage Road"), the purpose of which was to alleviate traffic congestion along Highway 278; and

WHEREAS, the prior owners of that certain property known as Buckwalter Commercial Park more particularly described on Attachment A (the "Property") had contemporaneously agreed with the South Carolina Department of Transportation ("SCDOT") regarding Encroachment Permit Number S-07-000179 dated May 17, 2000 and supplemental correspondence through November 14, 2000, that the Highway 278 crossover (median cut) at Buckwalter Commercial Park could be closed in conjunction with future improvements to Highway 278 upon agreement between Beaufort County and SCDOT after completion of a frontage road connecting the Property from Highway 278 to Buckwalter Parkway, and that the owner of the Property would provide the right of way for the Buckwalter Commercial Frontage Road with SCDOT being responsible for all permitting, construction and maintenance costs of the Buckwalter Commercial Frontage Road; and

WHEREAS, Beaufort County Council approved at third reading on October 23, 2006 by Ordinance Number 2006-24 (now codified at Chapter 82 of the Beaufort County Code of Ordinances) a Development Impact Fee, including a Road Facilities Fee, and within that Ordinance identified and incorporated by reference the Road Facilities Impact Fee Support Study and CIP: South Beaufort County Service Area, dated September 2006 (Support Study) and the County adopted South Beaufort County Road Capital Improvement Plan (CIP) identified therein, which were used to calculate the Road Facilities Fee (Section 82-85 of the Beaufort County Code of Ordinances); and

WHEREAS, Table 12 of the Support Study identified the Buckwalter Commercial Frontage Road (identified in that Study as Frontage Road, South Side, Meggett Tract to Buckwalter

Parkway) as a Needed Capital Improvement, consisting of 0.42 Added Lane Miles at an estimated cost of \$900,000.00; and

WHEREAS, Beaufort County and SCDOT are presently engaged in designing, permitting and constructing improvements to Highway 278 that include the median closure described above; and

WHEREAS, the Buckwalter Commercial Frontage Road has long been approved as part of Beaufort County's Capital Improvement Program as described above, and the Buckwalter Commercial Frontage Road is an improvement eligible to have the design, permitting and construction costs paid from Beaufort County Traffic Impact Fees pursuant to Chapter 82 of the Beaufort County Code of Ordinances; and

WHEREAS, the recent economic downturn has affected the income stream from the Beaufort County Road Facilities Impact Fees, inhibiting the ability Of Beaufort County to fund the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, SCDOT has also experienced a shortfall in funding because of the economic downturn, and SCDOT cannot commit funds for the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, the Hospital has placed under contract the Property through which the Buckwalter Commercial Frontage Road is to be constructed, and the Hospital desires to have the design, permitting and construction of the Buckwalter Commercial Frontage Road to begin as quickly as possible in order to deliver health care services to southern Beaufort County; and

WHEREAS, construction of the buildings upon the Property by the Hospital will generate Beaufort County Impact Fees; and

WHEREAS, Section 6-1-1050 of the Code of Laws of South Carolina provides for an impact fee payor to enter into an agreement with a governmental entity, providing for the construction or installation of system improvements by the fee payor or developer and credits or reimbursements for costs, among other things; and

WHEREAS, Section 82-88 of the Beaufort County Code of Ordinances provides for a impact fee payor to apply for credits and enter into a Credit Agreement with County Council for system improvements identified in the CIP and dedication of road right of way, among other things; and

WHEREAS, Section 82-SS (c) (6) of the Beaufort County Code of Ordinances further provides for a Capital Contribution Front-Ending Agreement to the extent the fair market value of the construction of the road facilities exceed the obligations to pay road facilities development impact fees; and

WHEREAS, the Town of Bluffton, pursuant to an Intergovernmental Agreement with Beaufort County, collects the Beaufort County Impact Fees and transmits them to Beaufort County, less an Administrative Fee; and

WHEREAS, the Hospital has had prepared a scope of services and fee agreement with design professionals which includes the initial studies and applications to apply for the various permits from the Army Corps of Engineers, SC Dept. of Health and Environmental Control, and others which are necessary to construct the Buckwalter Commercial Frontage Road, with such services totaling \$200,700.00; and

WHEREAS, the Hospital has had prepared a preliminary Engineer's Estimate of Probable Cost regarding the costs to construct to County standards the Buckwalter Commercial Frontage Road across the Property with connections to both US 278 and Buckwalter Parkway, which totals \$1,300,000.00 and

WHEREAS, the first phase of the Hospital's buildings on the Property will generate approximately \$677,400.00 in Beaufort County Road Facilities Development Fees (60,000 s.f. times \$11.29/s.f. Road Facilities Fee), with total additional buildout to generate an additional \$677,000 to \$903,000.00 in Road Facilities Development Fees, for a potential total of \$1,580,000.00 in Road Facilities Development Fees; and

WHEREAS, the Hospital may generate additional Road Facilities Development Fees at other facilities it may alter or construct in Southern Beaufort County in the future; and

WHEREAS, discussions with County Council, County Staff and the Hospital's administration and consultants have led to a consensus that a traffic roundabout should be considered as an alternative to a full access four way intersection at the intersection of the Buck-walter Commercial Frontage Road and Buckwalter Parkway; and

WHEREAS, with the assistance of Beaufort County Engineering, the Hospital's engineers are soliciting proposals for the design of a roundabout suitable for the Buckwalter Parkway intersection, with an accompanying engineer's estimate of construction costs; and

WHEREAS, it is anticipated that the design profile of such a roundabout may require the acquisition of additional property from adjacent landowners to create a sufficient right of way for the road and its associated drainage.

NOW THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the design, permitting and construction of the Buckwalter Commercial Frontage Road shall be undertaken by the Hospital upon the following terms and conditions, which are accepted by both Councils of the Town of Bluffton and Beaufort County and the Board of Trustees of Beaufort Memorial Hospital, and that the following shall be the Credit Agreement and Capital Contribution Front-Ending Agreement as contemplated by Chapter 82 of the Beaufort County Code of Ordinances.

1. DESIGN AND PERMITTING

- a. The Hospital will contract for the design professional's services, totaling \$200,700.00 as more particularly set forth and described in the attached Attachment B. The parties agree that the terms of services set forth in Attachment B are within the customary range of costs for similar services, and competitive bidding is not required. It is further agreed that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and the County, after obtaining at least three proposals, and the costs for those services will be added to the approved professional's services fees.
- b. Unless otherwise agreed, the Hospital will be in charge of supervision of the design and permitting, and the Town of Bluffton and Beaufort County will execute such applications for permits as may best be processed in either or both of their capacities as governmental bodies. It is acknowledged that the Army Corps of Engineers and DHEC wetland permits and land disturbance permits will likely be submitted as a joint County-Town application, which may also be joined by SCDOT as a co-applicant.
- c. Beaufort County, after consultation with the Town of Bluffton, shall approve the initial design and construction specifications of the Buckwalter Commercial Frontage Road and its profile, as the Buckwalter Commercial Frontage Road right of way shall be dedicated to Beaufort County after completion of construction. Preliminary design requirements from the County include two twelve foot travel lanes with usual and customary turn, acceleration and deceleration lanes within the Property as contained in the SCDOT Blue Book, with at least one multi-use path on one side completely through the Property. US 278 access to the Buckwalter Commercial Frontage Road will be a limited access right in, right out movement, with a deceleration lane only off of US 278, and Buckwalter Parkway access to the Buckwalter Commercial Frontage Road shall be a full access roundabout, unless the traffic study commissioned by the Hospital with the assistance and guidance of Beaufort County Engineering indicates that it should be only be a traditional four way full access intersection with appropriate acceleration and deceleration lanes. Provisions for a future connector southward from the Property towards the Berkeley Place commercial area shall be incorporated into plans, as well as a westward connector from the Property towards Island West Planned Unit Development. The road shall be curb and gutter with sidewalks on both sides. Storm water design for the road shall be coordinated with the Hospital's storm water requirements for its on-site development so as to have an integrated storm water master plan. Design parameters for the Buckwalter Commercial Frontage Road required by Beaufort County should be made available to the Hospital no later than 45 days after approval by Beaufort County of this Agreement. It is acknowledged road and landscaping enhancements requested by the Hospital beyond the initial design requirements will be at Hospital's expense.
- d. Beaufort Memorial Hospital shall be responsible for the timely payment of the invoices for services and application fees in regards to the design and permitting of the

Buckwalter Commercial Frontage Road, but the Hospital shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on the Buckwalter Commercial Frontage Road. These credits shall be evidenced by prepayment certificates at the time the funds are expended by the Hospital, which credits shall be based upon the amount of commercial square footage to be constructed by the Hospital on the Property (such as medical office buildings), as such expenditures for the construction of the Buckwalter Commercial Frontage Road would satisfy Road Facilities Development Fee requirements. There shall be no diminution in value due to Road Facilities Development Fee increases in the future (i.e., 10,000 s.f. of pre-paid fees at today's rate of \$1.29 per s.f. will still satisfy the requirements for 10,000 s.f. of commercial medical office space (or its future equivalent category) regardless of any rise in the commercial rate, provided further that any decrease in the commercial rate will accrue to the benefit of the Hospital (i.e., additional square footage shall be available if the fee should be less than in effect when paid).

II. CONSTRUCTION

- a. The parties agree that the completion of the Buckwalter Commercial Frontage Road and associated infrastructure improvements within the time frame necessary to provide access and utility service to the medical office buildings to be constructed on the Property by the Hospital is an integral and essential element of this Agreement, as is coordination with the US 278 widening project to achieve economies of scale and avoid lack of essential access during construction and site occupancy. The Hospital shall provide the necessary right of way for the road and associated drainage, and shall receive a credit for land dedication in accordance with Section 82-88 (c). To the extent that additional land is required for the roundabout from adjacent landowners, such adjacent landowners likewise shall be eligible to receive credit against future Road Facilities Development Fees in like manner.
- b. The parties further agree the Hospital may submit a build proposal for the Buckwalter Commercial Frontage Road and associated improvements which shall meet or exceed applicable state and county design requirements. If the Hospital's proposal(s) and its unit costs are comparable to similar road projects presently under construction in Beaufort County, and Beaufort County receives a legal opinion from its attorneys that such proposal does not violate any procurement statute or ordinance, the Hospital shall use its procurement process to award the contracts. If placed for normal bidding through Beaufort County's procurement process, Beaufort County agrees to include provisions in the road improvement and/or utility installation contract specifications and plans which provide for a completion date of the Buckwalter Commercial Frontage Road and associated infrastructure improvements no later than ten months after contract execution, and that failure to stay within the designed critical path for completion by more than one month (with due allowance for inclement weather delay) shall constitute a material breach of such contract. Beaufort County shall include contract provisions in the construction documents making the Hospital an intended third party beneficiary of said

contract(s), which shall provide that the contractor's failure to complete the road and associated improvements in accordance With the required terms set forth herein, including completion dates, and to provide continuous functional construction access to the building sites of the Hospital may subject the road building contractor to a claim from the Hospital for damages that may be proven to have been incurred by Hospital by virtue of the contractor's failure to perform, including, but not limited to, loss of revenue from the buildings that are unable to obtain a Certificate of Occupancy from Beaufort County as a result of the delay and any increased construction and or financing costs. In an effort to mitigate damages, Beaufort Memorial Hospital shall have the right, but not the obligation, to demand Beaufort County terminate the contract with the road contractor and allow the Hospital to complete that portion of the road construction not timely completed by County's contractor. In such event the road contractor may be liable for the amount paid or incurred by the Hospital to complete the road improvements and for such other damages as may be proven and provided for by law. In the event of default by the contractor, Beaufort County shall pay any amounts due under the Contract to the Hospital, and Beaufort County agrees to participate as a party Plaintiff in any litigation against the defaulting contractor to recover all costs and damages due to the Hospital as a result of the default.

III. PAYMENT FOR CONSTRUCTION COSTS

a. Recognizing the present inability to fully fund the construction of the Buckwalter Commercial Frontage Road by either of the governmental parties or SCDOT, Beaufort Memorial Hospital will fund the construction costs of the Buckwalter Commercial Frontage Road and pay invoices as they come due, but the Hospital will receive credits against future Beaufort County Road Facilities Development Fees for the actual amounts paid for the construction costs of the Buckwalter Commercial Frontage Road, with such credits to be evidenced by pre-payment certificates in the same manner as described in Section I(d) above.

b. Further recognizing that the costs of the design, permitting and construction of the Buckwalter Commercial Frontage Road and associated roundabout and access may exceed the amount of Road Facilities Development Fees due from the Hospital to Beaufort County for the Hospital's future construction, the Town of Bluffton and Beaufort County agree to use their best efforts to obtain such other monies as may become available through grant application or otherwise to supplement the funds available for repayment of the costs to construct the Buckwalter Commercial Frontage Road.

c. It is acknowledged that present fiscal demands for existing under construction projects as part of Beaufort County's Capital Improvement Program have required the designation of funds from the Road Facilities Development Fee program to complete those projects. The Town of Bluffton and Beaufort County agree to reimburse the Hospital for the costs to construct the Buckwalter Commercial Frontage Road and

associated roundabout and access not covered by the Hospital's projected Road Facilities Development Fees from future Road Facilities Development Fees not already earmarked for these other sales tax projects as they may become available in the future. It is acknowledged that the timing of these future reimbursements is uncertain, and it likely will be several years prior to such fees becoming available.

d. Notwithstanding the foregoing, in the event a project that would generate Road Facilities Development Fees is proposed that would connect to or take access from the Buckwalter Commercial Frontage Road or associated roundabout and access, such fees will be collected and reimbursed to the Hospital until the costs of the Buckwalter Commercial Frontage Road and associated roundabout and access have been fully reimbursed to the Hospital.

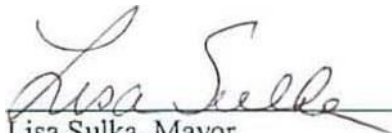
IV. MISCELLANEOUS

a. If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

b. The above recitals are incorporated into and made a part of this Agreement.

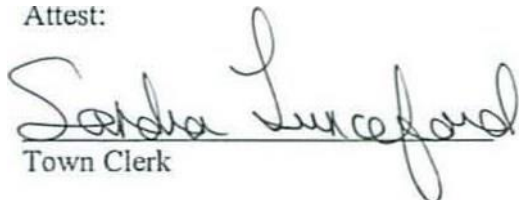
IN WITNESS WHEREOF, the Town of Bluffton and Beaufort County, acting under the authority of their respective governing bodies, and Beaufort Memorial Hospital, acting by and through its Board of Trustees, have approved this Intergovernmental Agreement, authorized its authorized officers to duly execute same in triplicate, any of which is to be considered an original, thereby binding the Town, County and Hospital for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

TOWN OF BLUFFTON



Lisa Sulka, Mayor

Attest:



Sandra Luceford
Town Clerk


BEAUFORT COUNTY



Weston Newton, Chairman

Weston Newton, Chairman

Attest:



Sue Rainey, Clerk to County Council

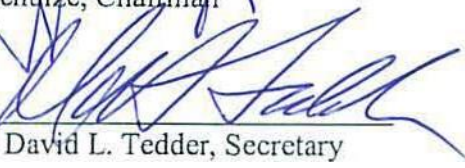
Sue Rainey, Clerk to County Council

SIGNATURES CONTINUE ON FOLLOWING PAGE

BEAUFORT MEMORIAL HOSPITAL



Jerry Schulze, Chairman

Attest: 

David L. Tedder, Secretary

Attachment A
Legal Description of Property

Parcel A

ALL that certain parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, said tract designated as Parcel "A" (0.18 acres), more specifically shown and described on a plat thereof entitled "A Plat of Parcel 'A,' Parcel 'B' and Parcel 'C,' Being a Portion of the Meggett and Buckwalter Tracts said plat dated July 27, 2000, and last revised August 15, 2000, as prepared by Thomas & Hutton Engineering Co., and certified by Boyce L. Young S.C.R.L.S. No. 1 1079, with said plat recorded in the Beaufort County Records in Plat Book 76 at Page 59. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

Parcel B

ALL that certain parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, containing 6.00 acres and designated as Parcel "B" on a plat entitled "A Plat Of Parcel 'A,' Parcel 'B' and Parcel 'C,' Being a Portion of the Meggett and Buckwalter Tracts," dated July 27, 2000, and last revised August 1 5, 2000, prepared by Boyce L. Young S.C.R. Land Surveyor, License No. 11079 of Thomas & Hutton Engineering Co. Said plat being recorded in the Beaufort County Records in Plat Book 76 at Page 59 on October 13, 2000. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

Together with a perpetual right of access, ingress and egress across that portion of Parcel "C" lying to the North of Parcel "B" so as to permit access to Highway 278 upon the roadway to be constructed by The Foxfield Company.

LESS AND EXCEPT: ALL that certain piece, parcel or lot of land situate, lying and being a portion of the Meggett and Buckwalter Tracts, Beaufort County, South Carolina, containing 0.039 acres, more or less, and shown on a plat dated May 13, 2003, and entitled "Sanitary Sewer Pump Station Prepared for Beaufort Jasper Water and Sewer Authority" by Thomas & Hutton Engineering Company, Boyce L. Young RLS No. 1 1079. For a complete description as to metes, bounds and distances, reference may be craved to plat as shown in deed recorded in the Beaufort County Records in Book 1835 at Page 2322.

AND ALSO less and except that certain access easement containing 0.066 acres which is to be used as a utility easement and ingress/easement as shown on said plat.

Parcel C

ALL that certain parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, containing 13.82 acres, more or less, said tract designated as Parcel "C"

(13.82 acres) on that plat thereof by Thomas & Hutton Engineering Co., and certified by Boyce L Young S.C.R.L.S. No. 11079, entitled "A Plat of Parcel 'A,' Parcel 'B' and Parcel 'C,' Being a Portion of the Meggett and Buckwalter Tracts," said plat dated July 27, 2000, last revised August 15, 2000, and recorded in Plat Book 76 at Page 59 in the Beaufort County Records. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

Attachment B
Design/Permitting Proposal

Exhibit B

Minutes of Beaufort County Finance Committee – February 21, 2011

February 21, 2011

FINANCE COMMITTEE

February 21, 2011

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

The Finance Committee met on Monday, February 21, 2011 at 3:00 p.m. in the conference room of building two, Beaufort Industrial Village.

ATTENDANCE

Finance Committee members: Chairman Stu Rodman, Vice Chairman William McBride, and members, Steven Baer, Brian Flewelling, Paul Sommerville, and Jerry Stewart attended. Member Laura Von Harten absent. Non-committee member Rick Caporale, Gerald Dawson and Herbert Glaze were also present.

County Staff: Milton Boswell, Assessor's Office; Morris Campbell, Community Services Division Director; Todd Ferguson, Emergency Management Division Director; Bryan Hill, Deputy County Administrator; Ed Hughes, Assessor; Gary Kubic, County Administrator; Monica Spells, Compliance Officer; David Starkey, Chief Financial Officer; Dave Thomas, Purchasing Director; William Winn, Director of Public Safety.

Public: Doug Henderson, Treasurer Elect; Dick Stewart; David Tedder, Attorney representing Beaufort Memorial; Rick Toomey, Beaufort Memorial Hospital CEO.

Media: Richard Brooks, *Bluffton Today*; Joe Croley, Hilton Head Association of Realtors; Kyle Peterson, *Beaufort Gazette/Island Packet*.

Pledge of Allegiance: The Chairman led those present in the Pledge of Allegiance to the Flag.

INFORMATION ITEM

3. Discussion of Beaufort Memorial Hospital Property Full Road Access to U.S. Highway 278 and Buckwalter Parkway.

Discussion: Mr. David Tedder, representing Beaufort Memorial Hospital, stated this Committee met two weeks ago and examined the proposed intergovernmental agreement among the County of Beaufort, the Town of Bluffton, and the Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road. Several questions arose and were discussed. Most were regarding an access point at Buckwalter Parkway. Since that time, Engineer Steve Andrews has been working with the County's Engineering Department. The Town of Bluffton has discussed this and is in support of this and the acceptance of the roundabout, and is wants this to move forward. He stated since the last meeting he has provide chronology and backup data on how we went from 1999 to 2011 with road studies, traffic analysis and what needed to be done which shows this frontage road has been out there for 12 years. He distributed a handout of the proposed changes of the intergovernmental agreement related to the comments received at the last committee. He stated he incorporated in to the whereas clause the discussions with County Council and county staff that led to the senses that a traffic roundabout should be considered as an alternative to a full access four-way intersection at the Buckwalter Parkway. We are now currently soliciting proposals for the design of a roundabout suitable. It is recognized in the intergovernmental agreement that the roundabout may require additional property from across the street from the Bluffton Parkway.

Page 4, Section 1 - A. – the acknowledgement that we are agreeing that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and County after obtaining at least three proposals and the cost will be added to the approved professional's services fees was added to the intergovernmental agreement.

Page 4, Section 1 – C was changed to clarify the road design and time table for the design parameters.

Page 5, Section 2 – A an acknowledgement of what the County Ordinance, Section 82-88 provides language to say if land is dedicated to the County for a system improvement there is an impact fee credit available, therefore the language to the extent of additional land from property owners, across the street, is required, they will required a traffic road facilities development fee credit was added to the intergovernmental agreement.

Page 5, Section 3 – B and C language was inserted so that it was clear that the associated roundabout and access is includes as part of the cost the Hospital is asking credits back for. In Page 5, Section 3 – D language was included so that the impact fees generated from tie-ins to the system improvement is available to the Hospital as repayment.

Mr. Stewart stated at the last meeting we talked about this in respect to the Access Management Plan for Buckwalter Parkway, and his understanding was that we were going to get some modification / amendments proposed since we never considered roundabouts in the original Plan and are not putting in something that was not associated with it. Is this consistent with what is being proposed? Does it meet the requirements of the Engineering staff with respect to the distance from the lighted intersection of U.S. 278? Do we foresee a kind of traffic congestion / problem with people backed up on U.S. 278 at high traffic periods because of the traffic circle?

Mr. McFee stated insofar as the amendments to the Access Management Plan, the County Administrator has the staff recommended changes in order to more clearly codify the use of roundabouts. He stated he does not believe a roundabout is in the engineer's transportation

toolbox. In order to make sure they are in the engineer's transportation toolbox, it is under review. In regard to the performance of a traffic circle at that location, once more specific information is received it will be easier to tell.

Mr. Stewart wanted to know if a traffic circle will be a full service intersection. Mr. McFee stated it will allow full access.

Mr. Stewart stated it seems it is not meeting the 2,000 feet between signals. Mr. McFee stated it is an issue of semantics. As far as functionality is concerned, and solving the problem with regard to access and safety, this is appropriate. Mr. Stewart's concern is the location of the roundabout. Is the distance from U.S. 278 a sufficient distance?

Mr. Tedder stated we need to move forward on this. The Hospital has done all the due diligence under the ordinance. The Hospital has dealt with the engineers and has asked for their recommendation on a traffic engineer to hire. The way this is written it says how we are going to incorporate those recommendations into this. If it does not call for a full roundabout and full access is unachievable, it is doubtful that the rest of the Hospital Board will vote to buy this property. This will then go away. He would like to move forward with a process that includes an improved traffic analysis under the guidance of the County, with the assistance of the Town of Bluffton. The Hospital needs some confirmation to move forward in conjunction with our public partners to get this figured out. It is consistent. The Access Management Plan calls for a full access point there, without a light.

Mr. Baer stated he will submit his one page of questions. He stated it is unclear that the location of this roundabout is the best location for all the people who are going to use it. Moving it closer to Sea Turtle Cinema so that it is a multiuse roundabout makes more sense. He would like some unbiased study of that.

Mr. Tedder stated the Master Plan for the property across the street from the proposed site shows an intersection that has already been approved. The Hospital has taken into account what is happening across the street. What has been done to accommodate the Theatre is at the behest of the County engineers and the Town, provide a stub out to run down the 14 to 25 acres below the proposed site to the Theatre parking area, so they will be connected.

Mr. Baer would like to see that in diagram form. Mr. Tedder stated they provided Planning Department with those diagrams.

Mr. Baer stated this item was presented as an off agenda item on January 4, 2011. Then we received a presentation February 7, 2011, where handouts were given at the meeting. Today again handouts were given out at the meeting, different from the ones received last Friday. Our job is due diligence for the tax payers. He stated he wants this to happen, it is a good use. In doing due diligence for the taxpayer, if the materials were provided a week before January 4 when this

appeared as an off agenda item, giving us a month to ask and add questions we would be voting on this in Council now. Instead it is coming to us in pieces. How can we vote on this? Mr. Tedder stated he has provided materials in a timely manner to County staff. Whether they got to Council before the meeting or not, he does not know. Today was the only time he has provided documents at the meeting. He stated he is trying to provide Council with information.

Mr. Stewart brought forth the fact that the roundabout will be more costly and will require acquisition of land that had not been factored. The County is being asked to accept this and accept the additional cost of the County. He stated he would like to see this done, but there are so many uncertainties that are hitting us at the last minute, that we do not know. We don't know what this impact will be. We have already projected impact fees into the future for existing projects on the books.

Mr. Rodman stated the location of the roundabout that is a current permitted access and what we are talking about is whether it is expanded or updated to a traffic circle or a signal. Mr. Tedder stated the 2007 Traffic Management Plan shows an intersection (C1) that includes turn lanes in both ways and acceleration lanes out both ways. We are proposing to expand out the area required to be used, due to a roundabout taking up more space. His understanding is that under the 2007 approved Traffic Management Plan, there cannot be a signalized intersection at that point. It is a full access only, with turn lanes. In order to address the County's concerns, Bluffton's concerns, and the Hospital's concerns, we looked at the Traffic Impact Analysis done for this project and acknowledged it needs to be updated. In those discussions, the potentiality for the need of a roundabout, rather than a stop sign intersection was determined desirable. We are trying to move forward adding that study onto our study so we can justify that. That additional cost is to be included in the design and permitting portion of this. If it turned out that future traffic studies did not justify the roundabout, would the Hospital be comfortable with the current access – stop signs, acceleration and deceleration lanes. Mr. Tedder stated it is likely, but it is contingent on the Hospital having access to the new traffic study, so they can do their due diligence. The Hospital does not want to design a failure for the County. He continued by saying that if the Hospital Board gets to a point and sees where it will not work, they will not purchase the property.

Mr. Rodman clarified that before the Hospital buys the property, they will have to understand that the traffic piece will work. Mr. Tedder stated this information and the permitting of the road are prerequisites for closing on this property.

Mr. Stewart wanted to know what it would take to move the traffic circle further south. Is that impossible to do? We are already going to be incurring additional costs, above and beyond what we envisioned it to be. Let's do it now versus doing it less than appropriately and be sorry for it in the future. Why can't the engineers get together? Why can't the traffic circle move further south on the Parkway so it is further removed from the intersection?

Mr. Tedder replied money. At least two or three properties would have to be condemned to be able to do that. They will not want to have their property condemned.

Mr. Baer stated they will get better access. Mr. Tedder stated he is not speaking for the people, but it is his understanding they do not feel that way.

Mr. Kubic stated he asked Mr. Rob McFee to come up with the engineering changes so that a text amendment could eventually be proposed. His position, as administrator, is that he does not like putting in traffic lights. You are stopping traffic. We spent money on Buckwalter and Bluffton Parkway to move traffic from one end to another, continuously, at a certain speed as a parkway or major thoroughfare. We did not want a major roadway where curb cuts would occur every five feet. We passed the Access Management Plan and designated that C1 intersection. When the Hospital came forward, his recommendation was if it reasonable to assume you'd have more trips and they wanted a backdoor, that something other than a traffic light should be introduces. He stated he was trying to keep all sides moving forward. He does not want the Hospital to withdraw the project. He sees it as an economic development. He agrees with Councilman Stewart in understanding if a roundabout is better. We have tried to keep five to six items moving at the same time, recognizing that the only static piece we have is the Traffic Management Access Plan that has identified a CI intersection at that location. He stated he does not like crossovers on medians. If it was his choice and a roundabout couldn't be done, he'd suggest right turn in, right turn out. Unfortunately that will not meet the Hospital's expectations. When he first learned about the project, he instructed Mr. McFee to take a look at all of the options for backdoor frontage connectivity, which included Island West, the Hospital, Sea Turtle, and the property across the street from the C1 intersection to see what would be feasible. They came back with a lot of different recommendations. All of it came back to trying some alternate would be a very expensive proposition. As a fallback position, after the last meeting he does have the text changes that deals with distance and size and new tool in our toolbox, but he stated he has to follow through appropriate steps in introducing a text amendment. The Planning Department is currently looking at it. It will then go to the Planning Commission. It may take some time. He recommends us to find a way to allow the process to continue so that we do not jeopardize a potential investment in the area. He is hoping there is a way to allow all of those things to go to the next step. In any event, if the traffic analysis is going to require some type of study and the Hospital feels it is not going to work, the project won't be going forward anyway.

Mr. Sommerville stated if the Hospital does not purchase this property and move forward with this project, we don't know if or when that property will be developed. We know the money will come in if the Hospital purchases it. If they do not, we do not know if it will ever come in. there is money there that will only be available if the Hospital buys. The Traffic Management Access Plan he assumes the Town of Bluffton, Beaufort County, and SCDOT are the parties. Mr. McFee stated it is just Beaufort County. It was developed with Beaufort County and the Town of Bluffton as a signatory.

Mr. Sommerville stated if we want to amend that all it is going to take is action from the two councils. The only reason we would have to amend it is if we decide put in a traffic light. Right now that is not being contemplated. Mr. Kubic stated a modification would have to be made if the plan is not accepted at face value. We have an ordinance. Anything that is different than the ordinance would require an amendment.

Mr. Sommerville stated the current Traffic Management Access Plan allows us to put in a roundabout. Mr. McFee stated the Plan does not allow us in a signal. It is silent on all other aspects.

Mr. Sommerville wanted to know if improvement of an intergovernmental agreement requires three readings and a public hearing. Mr. Tedder stated the County has been approving intergovernmental agreements by resolution. Chapter 82 provides for an agreement to be presented to the Council for approval.

Mr. Sommerville stated when this leaves Committee; it goes to Council for one reading by resolution. There are always some unanswered questions that can be answered between now and the next Council Meeting, February 28, 2011. He stated he is scared to let this languish in Committee.

It was moved by Mr. Sommerville, seconded by Mr. Flewelling, that Committee approve and recommend to Council approval of an intergovernmental agreement among the County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Flewelling stated he would appreciate it if Mr. Baer would send his list of questions to all of Council to make sure they are fully answered. Mr. Tedder asked if he has permission to respond directly to those questions to all Council members or should it be sent to staff. Mr. Rodman stated he could send it to everyone.

Mr. McBride concurred with Mr. Sommerville in that it is time to move this forward. The Hospital has been working on this and trying to find property for many months. They have done what they were told they needed to do to bring this forward and meet the spirit of the compliance of our ordinance in place. It would not be fair to them to delay them any longer. We can move this forward with a recommendation for approval of Council with the understanding that any additional questions Council has will be submitted to the Hospital Board or whomever the appropriate person is and the answers to be received before it goes before County Council. If the answers are not satisfactory, we will have a vigorous discussion at County Council before a vote is taken.

Mr. Rodman stated before the Hospital is going to purchase the property they want to make sure that the roundabout will work or that the access point will work. Mr. Tedder concurred. Mr. Rodman continued by saying he believes that to be a couple months of work to figure that out. Mr. Tedder stated at the Natural Resources Committee, they presented the critical path on getting this done. The Hospital is not buying the property, closing on the property, until a wetland permit is obtained for the crossing that must be obtained to get to the point of where the roundabout goes. It is important to know what to design, because it has to be taken in to account for the submission of the core and OCRM. No, the Hospital is not going to buy this property if they cannot have suitable access that functions properly. It needs to work properly.

Mr. Rodman the Hospital is asking for a credit against impact fees, up to the amount they will front in to pay for the study and the building of the road. Mr. Tedder stated that is correct.

Mr. Rodman stated we know we will come short on the 1% sales tax and have prioritized and have projects underway that assume most of the impact fees. How will the Hospital get paid if the impact fees don't materialize? Mr. Tedder stated the Hospital acknowledges that there is a possibility that we may not get paid back for decades. That is why they ask that the certificates be issued. They anticipate receiving the impact fees for anyone that ties in, because they are using the infrastructure the Hospital has provided. The Hospital also asks the County and the Town to use their best efforts in finding other money to help out. The Board understand that there is a possibility of being out some money for awhile, but anticipate that the impact fees at full build out would be sufficient to cover everything but the roundabout.

Mr. Rodman wanted to know if anyone is uncomfortable with concept of the Hospital front ending the money and getting paid back in the future. Mr. Caporale stated he is not uncomfortable with it, but the question arises that if the impact fees begin to accrue, do we get into a scrap as to how they are proportioned. Mr. Flewelling added he is very comfortable with the idea of using impact fees to pay for specific improvements related to that project, but he would like to identify which properties would be drawn down (the properties the future impact fees would be used from). He wants specificity. Mr. Tedder stated he could provide that information. Mr. Caporale stated it would satisfy his concern as well.

The vote was – FOR: Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Sommerville. OPPOSED – Mr. Baer and Mr. Stewart. ABSENT - Ms. Von Harten. The motion passed.

Mr. Baer's questions and concerns are attached to the minutes.

Recommendation: Council approves an intergovernmental agreement among the County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Thoughts, Comments and Questions on BMH Access Road Project - February 21, 2011

1 - Proposed Use:

- The Healthcare facility seems to be a good use and good for the area. It will create jobs, although we have been told it will not pay taxes. Perhaps other related businesses will spring up nearby, that will pay taxes.

2 - Road and Traffic Design:

- It is not clear to me that the plan presented (2/7/11) is the best design for all the people of the area. Questions include:
 - What is the plan for this road? Is it a hospital driveway, or a full service access Rd. to the Buckwalter Parkway as envisioned in our 1% project book?
 - Does the road proposed meet the standards envisioned in the 1% project list?
 - What is the best traffic design to cover all the users in the area?
 - It seems to me that such an access road should also meet the needs of the movie/restaurant complex nearby. Was there a joint design?
 - It has been said that the proposed rotary violates our County access management plan. It has also been said that it seems designed for some other unknown land access purpose across Buckwalter parkway. That is not a bad thing, but given the high traffic movie/restaurant complex nearby, it seems that this road needs to be designed to cover all nearby purposes.
 - Where is the traffic study for the project?

3 - Funding:

- A frontage road at Buckwalter Commercial was on the 1% project list at some point in time. (It was in the July 26, 2010 report.) However, that list lumped all the frontage roads into a single \$2,228,047 project. It is not known if any remaining money is available in that bundle, particularly after other commitments, and overruns. The entire 1% list had to be reprioritized and many projects put on hold. There are also new demands and uses for those funds emerging.
 - What is the total cost of the project, and cost to County?
 - How much is the hospital asking for: \$200,000, the full road construction cost, or some other number?
 - Where is that money proposed to come from? What will it displace?
 - What impact fees will be generated by this project?

4 - Presentation and Approval Methods:

- This appears to be a worthwhile project that I would like to see succeed. However, it is an example of how not to present complex material to CC for a rapid decision. This project was presented to us in a rushed fashion with major slides and handouts given to us in real time at meetings. That prevented any advance homework or research by Committees.

- First appeared Jan. 4, 2011 as an off agenda item at end of Natural resources Committee meeting.
- Next appeared as a presentation on Feb. 7, 2011 at Finance Committee meeting. Some (but not all) complex handouts provided during presentation.

The fastest way to get this project done would have been to put it on the agenda for Jan. 4, 2011 and provide handouts a week before. Then we would have had questions that could have been resolved in a month, and we could have voted by Feb. 4 or the next CC meeting thereafter.

If we are going to do Due Diligence on behalf of taxpayers, we need to enforce some standards on the backup materials and timing of requests brought to us.

Steven Baer February 21, 2011

Exhibit C

Minutes of Beaufort County Council Meeting – February 28, 2011

February 28, 2011

Official Proceedings
County Council of Beaufort County
February 28, 2011

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

The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 28, 2011, in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman Weston Newton, Vice Chairman D. Paul Sommerville and Councilmen Steven Baer, Rick Caporale, Gerald Dawson, Brian Flewelling, Herbert Glaze, William McBride, Stu Rodman, Gerald Stewart and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Councilman William McBride gave the Invocation.

PROCLAMATION

Boys & Girls Clubs Month

Chairman Newton proclaimed March 20, 2011 through March 26, 2011 as Boys & Girls Club Week. Mr. Doug Barry, Executive Director of the Boys & Girls Clubs of the Lowcountry, and Ms. C.J. Humphrey, President of the Board of Directors, Boys & Girls Clubs of the Lowcountry accepted the proclamation.

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON, AND BEAUFORT MEMORIAL HOSPITAL REGARDING ROAD DESIGN AND CONSTRUCTION OF BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD

Mr. Newton reported he will be abstaining from any conversation or discussion with regard to this item. One of his law partners is involved, on behalf of one of the owners of this property, that Council's determination on this potentially could impact that entity or individual. As a consequence, to avoid even the appearance of impropriety, as is his custom, he will recuse himself from this matter. He has refrained from participating in any of the discussions of this matter so far at Council level and will leave the room and ask Mr. Sommerville to take over.

Mr. Newton passed the gavel to the Vice Chairman.

Mr. Newton temporarily left the room.

Mr. Sommerville stated this is a request by Beaufort Memorial Hospital to receive credits for impact fees it is subject to pay in the future against the cost of engineering and designing an access road into and through property at the corner of Buckwalter Parkway and U.S. Highway 278, one which possibly includes a roundabout. This is a Finance Committee recommendation.

Mr. Rodman, as Finance Committee Chairman, stated this is an expansion to Beaufort Memorial Hospital (Hospital) because their facilities in the Bluffton area are too small. No one disagrees with the proposal relative to the Hospital. The Hospital suggested that they would like to incur the costs of which would be an offset of the impact fees, if and when they would be collected. Our County Attorney has reviewed this and advised that he is comfortable with the agreement as proposed. Part of the concept, from a traffic planning standpoint, is this particular access road was in the long range planning for the transportation network. It is, however, not a part of our high priorities, in the sense that it is not in the current plan for the highway construction projects underway or CIP. In terms of what is possibly being disputed – if you can picture the intersection of U.S. Highway 278 and Buckwalter Parkway, moving to the south is the location of the proposed traffic circle. Under the current regulations, it is too close to the intersection of U.S. Highway 278 and Buckwalter Parkway to be considered for a traffic signal, but it is authorized to be a stop sign. What is being proposed is a traffic circle. That piece is in dispute. He believes there to be two ways to move forward: (i) Agree to the overall proposal and the issue of whether a traffic circle is appropriate would be handled by engineering in the due course of procedures; or (ii) This item be postponed until a majority of Council are satisfied with the traffic output. It came out of committee with a vote of 4:2. There is little disagreement that it is a good idea and a good approach, but there are concerns of whether or not there should be a traffic circle that close to the traffic signal at U.S. Highway 278 and Buckwalter Parkway.

Mr. Sommerville stated based on agreements between SCDOT, Beaufort County, and Bluffton Town, it has been agreed that an access road should be constructed. It was contemplated as part of the 1% Sales Tax Referendum. It is a prerequisite in order to close some medians on U.S. Highway 278, which cannot be closed until the access road is constructed. It is consistent with our desire and long-standing commitment to close those two medians on U.S. Highway 278. Regarding the question of whether or not there should be a roundabout / traffic circle, his understanding is that the intersection created by a non-signalized intersection will not be a failed intersection until the property is developed almost entirely. The question of building or not building a traffic circle does not have to be made today. This is supported by the Town of Bluffton. Our Impact Fee Ordinance permits this to happen and permits us to credit entities with impact fees to build roads that are part of our traffic plan in the event there is precedent. This item is time sensitive in that the Hospital needs to make a decision now of whether or not they are going to purchase the property. They cannot commit to that purchase until they have a guarantee that an access road will be built through the property, allowing egress and ingress for U.S. Highway 278 and Buckwalter Parkway. The initial expense that the Hospital is asking credit against would be an engineering study cost of approximately \$200,000, construction of the roadway, and a traffic circle.

Mr. Rob McFee, Division Director – Engineering and Infrastructure, stated there is no doubt that this fits into the long range plans for the roads with regard to U.S. Highway 278 interconnectivity frontage roads. It was a part of staff's recommendation that went to the Beaufort Transportation Advisory Group (BTAG) and County Council. Frontage roads for U.S. Highway 278 are the highest priority. Frontage roads in the Comprehensive Plan are not delineated X-Z, but frontage roads on U.S. Highway 278 are certainly in the Comprehensive Plan as a high priority. He believes we can move forward, but reserve the ability to have experts in roundabout design make sure everything is proper as we move forward. Discussions about pushing the roadway south are good ideas. We need to determine whether or not we have the appetite to do so.

Mr. Sommerville inquired as to whether or not his statement about it being speculative as to when this intersection may or may not fail in that a stop sign will work for a time, is accurate.

Mr. McFee replied certainly. The stop sign in the first phase will serve the purpose, but it will only be a matter of time before it does fail.

Mr. Rick Toomey, Beaufort Memorial Hospital Chief Executive Officer, stated there is some time sensitivity to the issue. Through a process, this land has been identified, approximately 20 acres on U.S. Highway 278 with an access road proposed to tie into the Buckwalter Parkway. The Hospital is looking at developing this over many years (15 to 20 years). The initial building would be approximately 40,000 to 60,000 square feet and a shelled in top floor for future use. The timeline is between the Hospital and sellers. There are a couple of milestone dates -- accessibility of the land to Buckwalter Parkway and the Army Corps of Engineers. The Hospital is looking at a 12 to 24 month period to work through this. The first critical decision is whether or not the land can have accessibility to the Buckwalter Parkway. At present, it has an access road off of U.S. Highway 278. As medical and outpatient services are developed, that will not serve the Hospital's purposes. Connecting into the Buckwalter Parkway is the key variable for the Hospital to continue with the process of closing on the property. There have been a lot of technical questions in regard to the intergovernmental agreement and road design. He turned that discussion over to Hospital representative and board member, Mr. David Tedder.

Mr. Tedder stated year 2000 was the first Short-Term Needs Study which identified frontage roads along U.S. Highway 278 as a high priority. The encroachment permit from the State, for this project, at that time in 2000 recognized there needed to be an access road. Planning continued. In 2006 the County adopted its current version of the Development Impact Fee Ordinance, in which Chapter 82 provides for an identified system improvement to be funded by a developer, in this case the Hospital. In that ordinance it identified this road as one of those system improvements. In 2006 this road was identified, and a funding opportunity that could be done through a developer or an accumulation of impact fees collected.

In 2007 there was an Access Management Study for the Buckwalter Parkway completed that addressed the particular intersection identified as C-1 and showed it as a full access intersection. Thereafter, in 2008, the County engineers, as part of the 1% Sales Tax and Impact Fee Program, created an Engineering Plan for this road that detailed that particular intersection as a full access road. That access point is critical in order to be capable of servicing the needs of the community for the Hospital. This is the end result of about three years worth of strategic planning, site location, and medical demographic studies. The Hospital looked at this, identified a way to pay for it, have an identified road improvement, and decided to go to the County's engineering department. He stated the Hospital's maximum build-out is 140,000 of medical office.

The traffic access studies done in 2006 and 2007, which became part of the Access Management Plan, assumed that amount of square footage on the property in question. The Hospital consulted with the Mr. McFee, Mr. Kinton, and Mr. Klink, and it was determined when looking at this project overall in conjunction to what we have in the area, it might behoove us to see if that is the best approach in doing it.

We then spent a couple of months working on whether the roundabout is the best way to deal with this. The Hospital's engineer has been interviewing roundabout engineers, because the County has asked that experts in designing roundabout be found. The Hospital currently has three in which costs is being discussed.

The terms of the Intergovernmental Agreement, brought before Council, provide for that study to be incorporated. It provides an opportunity for tweaking of the road design. The Hospital has included multi-use paths to connect the interconnectivity. The Hospital has worked with the Town of Bluffton to identify adjacent zonings and other potential uses. The Hospital believes they can accommodate those needs as this study goes forward. The timing issue on this is 14 to 20 months to get the Army Corps of Engineers permit. The milestone on this is to get the engineering done,

identify the design, and get it into the permitting. A road cannot be built until permits have been attained. We do have to have the basic design in order to submit a plan to OCRM and Army Corps of Engineers that is substantially what is going to be built so we are talking about hundreds of square feet of differences and potential wetland impacts. The Intergovernmental Agreement provides how the things are suppose to work when we are building system improvements. It is in the Capital Improvement Program (CIP) and has been. It just is not one of those projects Council chose to take the general pool of funds to build. He believes this has been used before. We believe we have the ability to move forward under the ordinance, implementing at least the design that was identified in the Access Management Plan and by County engineers, to tweak that to get what we need collectively, as the community of the Town of Bluffton, the Hospital, and the County as we move forward to design a roundabout that will service the need.

It was moved by Mr. Caporale, seconded by Mr. McBride, that Council approve an Intergovernmental Agreement among the County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Baer thanked Mr. Tedder for the package of information provided over the weekend. The information provided changed his mind. The \$207,000 mentioned is really \$200,700 if you review previous data. Also, somewhere in the text it appears that if you build anywhere south of the Broad River, credit will be received for the impact fees.

Mr. Tedder stated there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees. He believes it is what the ordinance allows.

Mr. Baer stated Mr. Flewelling raised the desire to identify the properties that had impact fees that might be credited to this project (in the vicinity of the project).

Mr. Flewelling stated he will be voting against this tonight due to him not receiving the list of the identified properties.

Mr. Tedder replied that he had provided a multi-colored map as part of the package that identified each of the properties that looked like it could be extended down to the Sea Turtle Cinema, across Buckwalter Parkway, and over to Willow Run. He thanked Mr. McFee, Mr. Kubic and the GIS Department for working in creating the map, giving the mega data necessary for the Hospital's engineers to overlay the zoning with the listing of the potential uses in the PUD adjacent to Rural with Transitional that still remains in that area. We cannot quantify how many thousands of square feet might take access from the east of Buckwalter Parkway because that particular PUD can move commercial areas around that area. There is a significant amount allowed in there.

Mr. Baer's concern is that if you build far away in southern Beaufort County, why you should get credit for impact fees from that build for this project.

Mr. Tedder replied because it was in that service area. An example of this with another agency - Beaufort-Jasper Water and Sewer (BJWSA) has capacity fees and has service areas. If you over build and get capacity credits from them, you may only use them for projects within that service area. It is a common occurrence to allow credit against the service area for the impact fees, capacity credits, capacity fees, etc., for that particular area.

Mr. Baer asked, "As a Council, are we comfortable to such a broad area of applicable credit channeled into this project"?

Mr. Sommerville stated his understanding is that the guesstimate of the total impact fees that will be paid by the Hospital to Beaufort County is about \$1.6 million for this project that would not otherwise be available. That entire amount can be credited back to the Hospital that is using its own money. What happens if the costs exceed the total impact fees paid?

Mr. Baer stated suppose they build a building at Callawassee junction that generates \$1 million of impact in impact fees why is that \$1 million not devoted to fixing traffic problems near the building they are building at Callawassee. Why would it be channeled into this?

Mr. Sommerville stated under this agreement they can only recover the actual costs they incurred to build this access road. It is a finite number.

Mr. Tedder stated the area defined in the ordinance is the southern district, which includes everything in that development impact fee ordinance conglomeration of costs, then generated the fees. The Hospital is contributing to the pot regardless.

Mr. Sommerville wanted to know if it is fair to categorize this agreement as tracking the language in our ordinance.

Mr. Tedder informed Council that the County Attorney opined on that.

Mr. Sommerville stated he is referring to the development impact fee ordinance.

Mr. Tedder replied that is what is being tracked.

Mr. Rodman stated obviously if you build on the property for \$1.6 million then that offsets the impact fees. If the engineering study, costing approximately \$150,000, is complete and if the Hospital decides to go elsewhere, only that \$150,000 is subject for reimbursement.

Mr. Tedder replied in the affirmative. It is actual monies spent. It also has the caveat for whatever the Hospital spends, other than the initial engineering, has to be approved by Beaufort County to make sure the design is commensurate with what is wanted.

Mr. Rodman said it seems reasonable that the only place there would be a carryover if the Hospital went to another site would be the engineering work spent, prior to the time a decision was made, to go somewhere else.

Mr. Sommerville wanted to know if the Hospital will return with additional requests.

Mr. Tedder stated the last design build that used a process like this was the beginning of the Bluffton Parkway, then known as the east-west connector between Burnt Church Road and Highway 46. Engineers submitted a design, had the County approve it, and it was built under supervision. It was a staff level approval of the engineering because it was out of the blue book.

Mr. Flewelling stated he was under the impression that only those properties affected by this roundabout or the access road were to be included in the list of properties we were going to be collecting and applying to be used towards this project if necessary. That now is not the case.

Mr. Tedder stated it is a combination. The ordinance itself provides that if another party takes access or utilizes the system improvement, created, built, constructed by the developer, those fees would go to compensate the developer. All the properties that could potentially take access to the roundabout or the frontage road are the potential subdivisions shown down to Sea Turtle are potential donors back to the cost of this road infrastructure improvement.

Mr. Stewart stated these monies, \$1.7 million, would be at build out. When it will be built out or if it will be built out, we do not know. We are assuming it will be built out for specifications. Also, we have no idea what this total cost will be. It is difficult to make the assumption that we are going to forego impact fees on a project for which we do not have a sound idea of what the final costs will be. He believes it will be well in excess of the \$1.7 million. That is dependent upon what happens at the intersection at Buckwalter Parkway. He has no problems with the Hospital, the plans they have, the use of the land, or what they are attempting. It is a question of getting it done properly today rather than finding out five years from now we made a mistake. We have to minimize and eliminate the problems that will come back to bite us in future years. He also expressed his happiness to see all of the documentation; unfortunately, Council should have had that information when we first started this process in January. Instead, it was seen piecemeal. He also commented on the long gap between the Hospital's process and when it was brought before Council. It could have come forward sooner and in a more logical manner. He is satisfied with the Hospital; however, has some questions for Mr. McFee. Are we or are we not making the decision to do a rotary / roundabout at Buckwalter Parkway? Are we saying we do not know what we are doing there?

Mr. McFee replied their original use will be able to function with a stop sign, but their ultimate use will not. In the desire to do what is right, a roundabout appears to be the tool that needs to be implemented now for the future. That is a discussion going forward -- whether or not a roundabout should or should not go there. That goes back to what the Hospital business model says and what their investment 10 to 15 years down the road will look like. What the Hospital is trying to secure tonight is an agreement that Council, per the ordinance, agrees to allow the credit of the impact fees for them to move forward towards finalizing this design, based on their business model and all the other rules and regulations.

Mr. Stewart commented across Buckwalter Parkway the tract of land is under agreements and will be developed. We know the four-way stop will fail. It is not an acceptable end point. It would be negligent to approve something knowing it will fail sometime in the future. He does not want to approve something that is going to fail. He wants to know tonight what is going to be built there, what it is going to cost to build it, and what the County is committing to. We need to understand that now, as opposed to sometime in the future. If we go forward with this, we are making the decision that we need a roundabout and it will, at sometime and someday, need to be paid for. That way is by crediting the impact fee. We are now making a decision, in less than a month, to spend \$1.7 million plus the amount spent on the roundabout. We will be well in excess of \$2.0 million. To make that decision in short-order is very difficult, especially when we have been talking about another project, for about the same amount of money, that has been going on for well over one to two years, yet we cannot come to grips with. He wants to know, before voting on this item, what it is Council is approving.

Mr. Toomey stated if it was just a one-building concept for the Hospital, we would not be looking at having 20 acres. This is being looked at as a long-term endeavor. No one has a definitive fact to say the system will fail. In the original scoping of the site, it was designated that even with 120,000 build out, the four-way stop would work. The Hospital does not want this to fail or come close to failing. This is looked at as a multiple-building campus site. The Hospital is willing to do what is right. It is better to do it on the frontend then to do it on the backend where there is a lot more disruption of services. He would rather invest the money up front to make it right. He is in agreement with Mr. Stewart.

Mr. Tedder stated on Page 4 of the Intergovernmental Agreement, the access is defined as "Buckwalter Parkway access to the Buckwalter commercial frontage road shall be a full access roundabout unless the traffic study commission by the Hospital with the assistance and guidance of Beaufort County engineering indicates that it should only be a traditional four-way access." We are not going to build a problem for our successors to have to deal with 10 to 20 years from now.

Mr. Stewart stated here tonight we are moving downstream to have an access point which is a roundabout. He is satisfied up to that point. He would still like to see it moved further south. It would

be better suited. He encouraged everyone to find a way to move it further south to minimize the impact to the main intersection at U.S. Highway 278 and Buckwalter Parkway. He will vote in favor of the project this evening, but believes we still have some work to do.

The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. RECUSAL – Mr. Newton (He left the room, and was not present for any of the discussion or the vote). The motion passed.

Mr. Newton reentered the room.

The Vice Chairman returned the gavel to the Chairman in order to continue the meeting.

The Chairman passed the gavel to the Vice Chairman in order to receive committee reports.

ADJOURNMENT

Council adjourned at 7:50 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Wm. Weston J. Newton, Chairman

ATTEST: _____
Suzanne M. Rainey, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointments to the Keep Beaufort County Beautiful Board

Council Committee:

Public Facilities

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

N/A

Issues for Consideration:

Three appointments for consideration:
District 7 - Eileen Hutton
District 8 - Joan Iaco
District 9 - Randy Boehme

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve or Reject

Recommendation:

Approve



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

Rec 5-7-2019



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 provide 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
- Assessment Appeals
- Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water & Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- Daufuskie Island Fire
- Design Review
- Disabilities and Special Needs
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- Keep Beaufort County Beautiful
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation
- Planning *
- Rural and Critical Lands Preservation
- Sheldon Fire
- Social Services (inactive)
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- Stormwater Management Utility
- Zoning

DATE: May 7, 2019 NAME: Eileen Hutton

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 074529985

OCCUPATION: Retired Publisher

TELEPHONE: (Home) 843.837.8022 (Office) 616.560.3799 EMAIL: eileenhutton@att.net

HOME ADDRESS: 27 Spartina Point Drive, Hilton Head STATE: SC ZIP CODE: 29926

MAILING ADDRESS: same STATE: SC 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", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - Email: boardsandcommissions@bcgov.net
 - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- 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 to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: *Eileen Hutton*

[Submit by Email](#)

Eileen Hutton

Eileen grew up in Michigan, and earned degrees in both Library Science and Business Management. She worked for many years as a school librarian, until she developed her company, Brilliance Audio, the first commercial audiobook publishing house in the world. She would eventually sell the company to Amazon.com, and retire to Hilton Head Island at the end of 2009.

As owner, Eileen took Brilliance Audio from a small, independent niche publisher to the second largest audiobook company in the world. In her role at Brilliance, she negotiated the rights to publish audio versions of bestselling books by Nora Roberts, Dean Koontz, Danielle Steel, Daniel Silva, Jean M. Auel, Robert Crais, Mary Alice Monroe, Harlan Coben, T. Jefferson Parker, Michael Connelly, WEB Griffin, and many others. In the process, most of those authors became lifelong friends.

She completed her eighteenth year as a Director of the national Audio Publishers Association (APA), including two terms as its President. She also served as consultant to the Library of Congress on the digitization of their recorded content. Eileen formed an alliance between the APA and the Consumer Electronic Association (CEA) to create international standards for playback of digital audio files on mobile players, car stereos, and as downloads. She has also taught seminars on audiobook publishing for the University of Chicago's publishing program, as well as the annual weekend publishing workshop at the University of Michigan.

In her private life, she served several terms as Trustee of the Loutit District Library in her native Michigan, guiding the library from a city-owned entity to an independent state-chartered library system. As part of that process, Eileen spearheaded a voter referendum, a millage campaign, and a bond proposal to build a new central library.

In 2009, the Audio Publishers Association presented her with a Lifetime Achievement Award for her contributions to the industry, and she also received the Vivian Stephens Industry Award from the Romance Writers of America, for her support and advancement of that genre..

She is a benefactor of the American Heart Association and of St. Jude's Research Hospital, and gives much of her time to both organizations.

Eileen loves to travel with her husband and their family, to read, and to spend time with the many friends they've made in their new community. Since moving to Hilton Head, she inaugurated and hosts an ongoing series of local author events, catering to readers in three states.

###

Rainey, Sue

From: Rainey, Sue
Sent: Tuesday, May 7, 2019 10:08 AM
To: Weitz, Kristina
Subject: Verification of Council District and Voter Registration Number

Hi Kris,

At your convenience please verify:

Eileen Hutton
27 Spartina Point Drive
Hilton Head Island

Council District 8

Voter Registration No: 074529985

Thank you, Sue

Rainey, Sue

From: Rainey, Sue
Sent: Tuesday, May 7, 2019 10:57 AM
To: Weitz, Kristina
Subject: RE: Verification of Council District and Voter Registration Number

Thank you.

From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Tuesday, May 7, 2019 10:54 AM
To: Rainey, Sue <suer@bcgov.net>
Subject: RE: Verification of Council District and Voter Registration Number

Everything is perfect for Ms. Hutton.

Kris

From: Rainey, Sue <suer@bcgov.net>
Sent: Tuesday, May 7, 2019 10:08
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Verification of Council District and Voter Registration Number

Hi Kris,

At your convenience please verify:

Eileen Hutton
27 Spartina Point Drive
Hilton Head Island

Council District 8

Voter Registration No: 074529985

Thank you, Sue

From: [Brock, Sarah](#)
To: [Rodman, Stewart](#); [Sommerville, Paul](#); [Glover, York](#); [Hervochon, Chris](#); [Howard, Alice G.](#); [Passiment, Joseph](#); [McElynn, Lawrence](#); [Flewelling, Brian](#); [Covert, Michael](#); [Lawson, Mark](#); [Dawson, Gerald](#)
Cc: eileenhutton@att.net; [Carter, Cindy](#); [Rainey, Sue](#)
Subject: Eileen Hutton - Board Application
Date: Wednesday, May 8, 2019 11:57:25 AM
Attachments: [hutton.eileen.pdf](#)

Good Morning,
Eileen Hutton (Council District 8) has submitted an application to serve as a member of the Keep Beaufort County Beautiful Board.

There are 3 vacancies on the Keep Beaufort County Beautiful Board (Council Districts 7, 8 and 9).

Her application is attached for your review.
Thanks,
Sarah

Sarah W. Brock
Interim Clerk to Council
Beaufort County
843.255.2183

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902



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

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 provide Council basic information about each volunteer.

Rec 5-8-19

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

DATE: 5/7/2019 NAME: Joan Iaco

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 470363005

OCCUPATION: Technician

TELEPHONE: (Home) 8435406770 (Office) _____ EMAIL: vano9144@bellsouth.net

HOME ADDRESS: 94 Isle of Palms East STATE: SC ZIP CODE: 29910

MAILING ADDRESS: 94 Isle of Palms East STATE: SC ZIP CODE: 29910

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", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - Email: boardsandcommissions@bcgov.net
 - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- 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 to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: _____

Submit by Email

Joanie Iaco
94 Isle of Palms East
Bluffton, SC 29910
843-540-6770
vano9144@bellsouth.net

Career Summary: Extensive career spanning 25 years of progressive experience and continuous business success.

Experience:

**Fast Fit Body Sculpting, Hilton Head, SC
Client Technician (2019)**

- Assist Clients with the Fast Fit Program procedures.
- Communicate with clients regarding their progress.
- Recommend additional consultation assistance.
- Marketing Coordinator of all broadcast, online and newspaper advertising.

**Peacock Collision Center, Ridgeland, SC
Collision Center Manager – (2016-2019)**

- Direct all Collision Center activities.
- Responsible for the overall operation and fiscal success of a 36,000 sq. ft. location.
- Supervise the activities of 23 employees including performance reviews.
- Recruit hire and train associates to operate at peak efficiency with customer satisfaction.
- Planned and arranged all marketing to consumers and insurance companies. Including Bluffton and Beaufort Chamber of Commerce, Bluffton Rotary memberships.

**Chatham Parkway Toyota Lexus Collision Center, Savannah, GA
Collision Center Manager – (2010 – 2016)**

- Direct all Collision Center activities.
- Responsible for the overall operation and fiscal success of a 12,000 sq ft. location.
- Supervise the activities of 20 employees including performance reviews.
- Recruit hire and train associates to operate at peak efficiency with customer satisfaction.

**Campbell & Rosemurgy Real Estate, Boca Raton, Florida
Realtor, GRI – (2008 – Present)**

- Rental expert for the South Florida East Coast territory.
- Assist the public with the purchase, sale or rental of their condo or home.
- Assisted Top Performing Rental Agent, showings, listings, completing contracts.

**World Ford of Pembroke Pines Florida,
Collision Center Director (2007 - 2008)**

- Direct all Collision Center activities for the Fourth Largest Auto Group.
- Responsible for the overall operation and fiscal success of a 42,000 sq ft. location.
- Supervise the activities of 30 employees including performance reviews.

Recruit hire and train associates to operate at peak efficiency with customer satisfaction.

**JM Lexus, Margate Florida
Collision Center Director (1991-2007)**

- Direct all Collision Center activities for the World's Largest Lexus dealership.
- Responsible for the overall operation and fiscal success of two locations (12,000 sq. ft. and 10,000 sq ft) with sales of \$11 million dollars annually.
- Supervise the activities of 55 employees including performance reviews and promotion.
- Recruit hire and train associates to operate at peak efficiency with customer satisfaction.
- Develop excellent relationships with factory representatives and insurance companies based on integrity, quality of work performed and dedication to satisfy customers

Major Achievements:

- Increased revenue at Peacock Collision Center \$60k to \$150 on average.
- Acquired 10 Manufacturers Certifications.
- Contracted with all the major insurance companies.
- Increased revenue at CP Toyota Lexus from \$60k per month to \$90k per month (labor gross)
- One-million-dollar month in labor and parts sales for October of 2006.
- In 2006, consecutively broke last year's actual numbers 11 out of 12 months.
- Significantly improved individual and department performance by establishing goals and extensive follow up to gauge performance.
- Became the direct repair facility for several insurance companies as a result of quality work, timely completion and commitment to customer satisfaction.
- Achieved a 90% or better for Customer Satisfaction with Lexus approved CSI company, Customer Research Inc.
- Personally reviewed completed work to assure the highest standards were observed at all times.
- Reduced material costs by 33% without compromising quality.
- Developed an excellent reputation for quality, reliability and integrity.
- Played a key role in JM Lexus becoming the "First Certified Lexus Collision Center in the Nation".

Activities:

- Executive Board Member, President Elect, Bluffton, SC
- Executive Board Member, Membership Chair, Bluffton, SC
- Executive Board Member, Bluffton Rotary, Bluffton, SC
- Advisory Board Member, Covenant House, Ft. Lauderdale, FL
- Advisory Board Member, Youth Automotive Training Center
- Advisory Board Member, PACE Center for Girls
- Former Volunteer/Fund Raiser, Broward Partnership for the Homeless and JM Family Adopt-a-Family Program.

Rainey, Sue

From: joan <vano9144@bellsouth.net>
Sent: Tuesday, May 7, 2019 2:17 PM
To: boardsandcommissions
Subject: FW: Beautification Board application
Attachments: Joanie Resume 0119.doc; volunteer-application.pdf

Here are both.
Thank you
Joanie Iaco

From: joan <vano9144@bellsouth.net>
Sent: Tuesday, May 7, 2019 2:14 PM
To: 'boardsandcommissions@bcgov.net' <boardsandcommissions@bcgov.net>
Subject: Beautification Board application

To Whom it may concern.....

Thanks

Joanie Iaco
Marketing Coordinator
Fast Fit Body Sculpting
843-540-6770

Rainey, Sue

From: Rainey, Sue
Sent: Wednesday, May 8, 2019 10:11 AM
To: Weitz, Kristina
Subject: RE: Verification of Council District and Voter Registration Number

Thank you.

From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Wednesday, May 8, 2019 9:47 AM
To: Rainey, Sue <suer@bcgov.net>
Subject: RE: Verification of Council District and Voter Registration Number

Everything is perfect for Ms. Iaco!

Have a wonderful day!

Kris

From: Rainey, Sue <suer@bcgov.net>
Sent: Wednesday, May 8, 2019 06:51
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Verification of Council District and Voter Registration Number

Hi Kris,

At your convenience, please verify:

Joanie Iaco
94 Isle of Palms East
Bluffton, SC 29910

Council District 7

Voter Registration No. 470363005

Thank you, Sue

From: [Brock, Sarah](#)
To: [Rodman, Stewart](#); [Sommerville, Paul](#); [Glover, York](#); [Hervochon, Chris](#); [Howard, Alice G.](#); [Passiment, Joseph](#); [McElynn, Lawrence](#); [Flewelling, Brian](#); [Covert, Michael](#); [Lawson, Mark](#); [Dawson, Gerald](#)
Cc: vano9144@bellsouth.com; [Carter, Cindy](#); [Loper, Shannon](#); [Flake, Amanda](#); [Rainey, Sue](#)
Subject: Joan Iaco - Board Application
Date: Wednesday, May 8, 2019 11:54:09 AM
Attachments: [iaco.joan.pdf](#)

Good Morning,

Joan Iaco (Council District 7) has submitted an application to serve as a member of the Keep Beaufort County Beautiful Board, Parks and Recreation Board and the Southern Beaufort County Corridor Beautification Board.

There are 3 vacancies on the Keep Beaufort County Beautiful Board (Council Districts 7, 8 and 9).

There are no vacancies on the Parks and Recreation Board.

There are 2 vacancies on the Southern Beaufort County Corridor Beautification Board (Council Districts 8 and 5).

Her application is attached for your review.

Thanks,

Sarah

Sarah W. Brock

Interim Clerk to Council

Beaufort County

843.255.2183

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902

ADD-ONS

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

August 08, 2019

Beaufort County Government Complex New Office Building



Total Building Square Footage: 23,543 gross sf

- First Floor: Magistrates Office 8,067 sf
- Second Floor: Tax Assessor's Office 7,738 sf
- Third Floor: IT and GIS Offices 7,738 sf

Probable Construction Cost

- Project Budget: \$7,000,000.00
- Contract Value: \$6,775,812.00
 - Contingency Allowance: \$315,762.00
 - Site Work \$260,395.00
 - Structure and Shell \$1,960,250.00
 - Interiors \$603,845.00
 - Mechanical \$901,000.00
 - Electrical \$696,000.00
 - Plumbing \$260,000.00
 - Fire Protection \$157,000.00

* The numbers provided above show the cost for major trades. They do not include general conditions, millwork, accessories and other trades, materials and costs that are included in the total Contract Value.

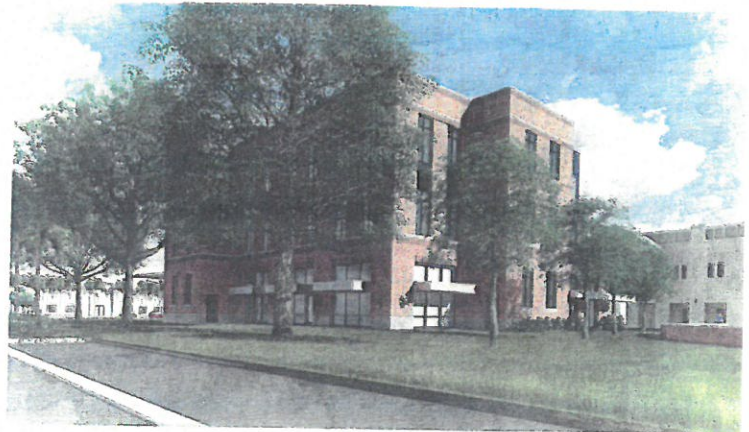
- \$287.80 per square foot

A. Horne Building Selective Demolition project completed with 0 change orders (\$98,175.00).

Construction Schedule: 300 calendar days



View from Courtyard Looking South



View from Ribaut Road Looking South

August 08, 2019

Beaufort County Government Complex New Office Building



Building Features

- Building is located to maintain closure and formality of existing courtyard.
- Building height is set to not exceed the adjacent Courthouse building and brick is specified to match.
- Entire building is served by a generator for uninterrupted operation of County wide data systems and for emergency management.
- Hydronic heating system with gas-fired boiler for reduced operating cost (versus electric).
- Site of the existing A. Horne Building becomes available for additional parking after occupancy of the new building.
- Two (2) Magistrate courtrooms on the first floor.
- Countywide Systems Data Center on the third floor.
- Roof structure designed to allow for installation of solar panels.
- R-values and U-values for building envelope systems exceed Code requirements.
- First floor ceiling heights in public spaces set at 12'-0" for compliance with Beaufort County Development Code.



View from Service Drive looking North



View from Service Drive looking North



Small and Minority Business Participation Bid Compliance Review of Good Faith Efforts

Beaufort County Government Complex New Office Building (IFB #052819)

	Prime Bidder/Proposer	Akins
1.	Included Completed Good Faith Efforts Checklist Form	1
2.	Included Copy of Written Notice to SMBE	1
3.	Provided Proof of Sending Written Notice to SMBE	1
4.	Sent Bid Notice to SMBE 10 Days in Advance	1
5.	Signed Non-Discrimination Statement Form (Exhibit 1)	1
6.	Included Completed Outreach Documentation Log (Exhibit 2)	1
7.	Included Completed Proposed Utilization Plan (Exhibit 3)	1
	Total	7

Total of 7 Possible Points

Scoring:

0 = No | 1 = Yes



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPD, Purchasing Director

SUBJ: **New Contract as a Result of Solicitation**
IFB 052819, Beaufort County Government Complex, New Office Building

DATE: 08/12/2019

BACKGROUND:

On June 20, 2019, The Purchasing Department received two (2) bids for the Beaufort County Government Complex, New Office Building project. Bids were received from the Paul S. Akins Company, Inc. and the Fraser Construction Company, LLC. Paul S. Akins Company was the low bidder with a total base bid of \$6,651,012.00. The architect has recommended that bid alternate 01, for the addition of telecommunications cabling, devices and build-out of two server rooms, be accepted. The addition of this alternate (+\$124,800.00) raises the total bid to \$6,775,812.00, which is under the architect's probable cost estimate of \$6,806,487.16. The architect's recommendation for award is attached.

*Staff conducted a review of the Paul S. Akins Construction bid pricing and for SMB compliance and finds no reason to reject their bid (see the attachments for more information). Therefore, Paul S. Akins is the certified lowest responsible/responsive bidder.

VENDOR INFORMATION:

1. Paul S. Akins Construction Company, Inc.
(Pricing includes all allowances and alternate 01)
2. Fraser Construction Company, LLC
(Pricing includes all allowances and alternate 01)

COST:

1. Paul S. Akins Construction Company, Inc. (Pricing includes all allowances and alternate 01)	\$6,775,812*
2. Fraser Construction Company, LLC (Pricing includes all allowances and alternate 01)	\$7,475,000

FUNDING:

Funding approved: Select... By: Date:

FOR ACTION: Public Facilities Committee meeting on August 12, 2019.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to the Paul S. Akins Construction Company, Inc., in the amount of \$6,775,812.00 for the construction of the new office building complex.

Attachment:

cc: Ashley Jacobs, County Administrator

<input type="checkbox"/> Check to override approval: Overridden by: Alicia Holland, Assistant County Administrator, Finance	Approved: Select... Date: Override Date:	
<input type="checkbox"/> Check to override approval: Overridden by: Robert McFee, PE, Division Director, Construction, Engineerii	Approved: Select... Date: Override Date:	
<input type="checkbox"/> Check to override approval: Overridden by: Mark Roseneau, Director, Facility Management Department	Approved: Select... Date: Override Date:	<input type="checkbox"/> ready for admin:
<input type="checkbox"/> Check to override approval: Overridden by:	Approved: Select... Date: Override Date:	<input type="checkbox"/> ready for admin:

After Initial Submission, Use the Save and Close Buttons



Recommendation for Construction Contract Award

July 22, 2019

Mr. David L. Thomas, CPPO
Beaufort County Purchasing Department
106 Industrial Village Drive, Building #2
Beaufort, South Carolina 29906-1228

Re: **Beaufort County Government Complex
New Office Building**

Mr. Thomas:

Please find attached, the following documents for the above referenced project;

- Certified Bid Tabulation showing the Paul S Akins Company, Inc. to be the apparent low bidder
- Paul S. Akins Company, Inc. Bid Form and other forms referenced therein

Having reviewed these documents and having found them to meet the requirements of the Instructions to Bidders, **Beaufort County's Standard Provisions** and other applicable sections of the Project Manual, we recommend award of a Contract for Construction to the Paul S. Akins Company, Inc., in the amount of six million, seven hundred and seventy five thousand, eight hundred and twelve dollars and zero cents (\$6,775,812.00.00). This figure includes the following:

Base Bid	\$6,315,250.00
Contingency Allowance	\$315,762.00
Permit and Impact Fees Allowance	\$20,000.00
Alternate 01 (Telecom cabling, devices and build-out)	\$124,800.00
Total Bid	<u>\$6,775,812.00</u>

With regard to the Bids and the Bid Process, please note the following.

- Because the Paul S. Akins Company's bid is significantly lower than the second bid, we asked them to review their bid for clerical errors. In addition, on July 16, 2019, we met with Mr. Jarrod Akins; Paul S. Akins Company, vice president. We reviewed the bid and scope of work with Mr. Akins and he indicated that they have no concerns over the scope of work or their price.
- **Beaufort Design Build's** construction documents probable cost estimate for this project was \$6,806,487.16 (including the allowances and alternate 01). While the Paul S. Akins Company's bid is slightly lower than our estimate, we believe that they have include the full scope of work and we believe that their bid is reasonable.

Beaufort Design Build, LLC
2 Fire Station Lane, Seabrook, South Carolina 29940
(843) 466-3664

- We do not recommend acceptance of alternate 02 (light-weight insulating concrete roof deck) or alternate 03 (thermoplastic (TPO) membrane roof in lieu of ethylene-propylene-diene-monomer (EPDM) membrane roof). In the case of alternate 01, we do believe that the insulating concrete roof deck would provide long term value to the County but, we don't believe that it warrants the additional cost. With regard to alternate 03, we believe that the base bid roofing material (EPDM membrane) is a better product than the alternate (TPO membrane). Since the recommended contract value is under budget, there is no need to accept a deduct alternate unless it adds value to the project.
- The Contract Period is three hundred (300) calendar days from issuance of a written notice to proceed and Liquidated Damages have been specified as five hundred dollars and zero cents (\$500.00) per day. This was also discussed with Mr. Akins in our meeting on July 16, 2019 and he indicated that they take no exception to the Contract Period or Liquidated Damages.

Should you have any questions regarding this recommendation or the attached documents, please don't hesitate to call or write.

Sincerely,

Beaufort Design Build, LLC



Daniel C. Saltrick, AIA

Copy: Mr. Mark Roseneau, Director, Beaufort County Facility Management

Attachments: Certified Bid Tabulation
Paul S. Akins Company, Inc. bid

Bid Date and Time: June 20, 2019 at 3:00 PM

Bid Location: Beaufort County Purchasing Office
106 Industrial Village Road, Building 2, Beaufort, South Carolina 29906



Beaufort County Government Complex New Office Building 104 Ribaut Road, Beaufort, South Carolina 29902

Bid Tabulation

Item or Description	Paul S. Akins Co., Inc.	Fraser Construction Co., LLC
Contractor	Paul S. Akins Co., Inc.	Fraser Construction Co., LLC
SC License Number	G10501	G111444
Attended Pre-Bid Meeting	Yes	Yes
All four (4) Addendum Received	Yes	Yes
SMB Self Performance Affidavit or Good Faith Effort Checklist	Good Faith Effort	Good Faith Effort
Non-Discrimination Statement	Yes	Yes
Certificate of Compliance with ADA	Yes	Yes
Copy of Bid Bond or Certified Cashier's Check	Bid Bond	Bid Bond
<hr/>		
A. Base Bid	\$6,315,250.00	\$7,100,000.00
B. Contingency Allowance – Five Percent (5%)	\$315,762.00	\$355,000.00
C. Permit and Impact Fees Allowance	\$20,000.00	\$20,000.00
D. Total Bid (A+B+C)	\$6,651,012.00	\$7,475,000.00
<hr/>		
Alternates Bid Items		
Alternate 01: Telecommunications cabling, devices and build-out of first and second floor server rooms	+ \$124,800.00 + 30 days	+ \$104,164.00 + 0 days
Alternate 02: Lightweight insulating concrete roof deck in lieu of vapor barrier, substrate board, tapered rigid insulation and protection board	+ \$47,000.00 + 15 days	+ \$77,886.00 + 0 days
Alternate 03: Thermoplastic roof in lieu of EPDM	- \$13,000.00 + 0 days	- \$9,629.00 + 0 days
<hr/>		
Unit Prices		
There are no Unit Prices	N/A	N/A

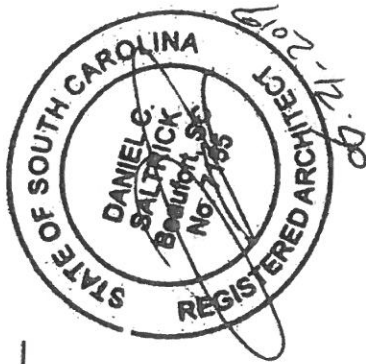
Certification:

Bids tabulated herein were opened and read aloud on Thursday, June 20, 2019 at 3:00 PM, in the office of Beaufort County Purchasing Office; 106 Industrial Village Road, Building 2, Beaufort, South Carolina 29906. The above Tabulation is true and accurate.

Certified by: _____

_____ on _____ June 21, 2019

Daniel C. Saltrick, AIA



**SINGLE PRIME CONTRACT
GENERAL CONSTRUCTION
BID PROPOSAL FORM**

**Beaufort County Government Complex
New Office Building**

IFB NUMBER: 052819

For Beaufort County
PREPARED BY:
Beaufort Design Build, LLC
2 Fire Station Lane
Seabrook, South Carolina 29940
843-466-3664

BID DATE: Thursday, June 20, 2019 at 3:00 PM

TO: Beaufort County Purchasing Department
106 Industrial Village Road, Building 2
Beaufort, South Carolina 29906-4291

FROM: Paul S. Akins Company, Inc.
Name of Bidder

The undersigned Bidder hereby declares that his Proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud. It is the Bidder's intention & purpose to enter into a Contract with Beaufort County. The Bidder signifies that his bid is all-inclusive to perform the Work to construct the Beaufort County, **Beaufort County Government Complex, New Office Building** project as illustrated in the Contract Documents prepared by Beaufort Design Build, LLC dated April 15, 2019. The Bidder has carefully examined the Contract Documents and Proposal Form and is familiar with the scope, details, intent, and conditions under which the Work, or any part of it, is to be executed, and the conditions which must be fulfilled in the furnishing and/or erection or construction of any or all items of the Work. The Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Drawings, Project Manual (specifications) and the terms of this Proposal for the amounts listed below.

A. Base Bid:	\$ <u>6,315,250.00</u>
B. Contingency Allowance: (five percent (5%) of Base Bid)	\$ <u>315,762.00</u> (5%)
C. Permit and Impact Fees Allowance: (Tap Fees are included in the Base Bid)	\$ <u>20,000.00</u>
D. Total Bid: (A+B+C)	\$ <u>6,651,012.00</u> <i>(Herein referred to as the Total Bid)</i>

ALTERNATES: Should the Alternate be accepted, the amount written below shall be the amount added to the Base Bid. The Bidder shall also indicate the number of days to be added to the construction period. If the Alternate is left blank, then the Alternate would not change the Base Bid if accepted. The Bidder agrees to construct the Alternates as described in the Contract Documents for the following prices:

Alternate 01: \$ 124,800.00
(circle) ~~Add~~ or Deduct

30 Days
(circle) ~~Add~~ or Deduct

Description:

Add telecommunications cabling, devices and build-out of first and second floor Server Rooms as specified in Addendum #2, Item 1 and Item 2.

Alternate 02: \$ 47,000.00
(circle) ~~Add~~ or Deduct

15 Days
(circle) ~~Add~~ or Deduct

Description:

Provide lightweight insulating concrete roof deck and rigid insulation, as specified in section 03 54 00, LIGHTWEIGHT INSULATING CONCRETE ROOF DECK, in lieu of vapor barrier, substrate board, tapered rigid insulation and protection board specified in section 07 22 00, ROOF AND DECK INSULATION.

Alternate 03: \$ 13,000.00
(circle) Add or ~~Deduct~~

0 Days
(circle) ~~Add~~ or Deduct

Description:

Provide a fully adhered thermoplastic membrane roof, as specified in section 07 54 00, FULLY ADHERED THERMOPLASTIC ROOFING, in lieu of an EPDM roof as specified in section 07 53 23, ETHYLENE-PROPOYLENE-DIENE-MONOMER (EPDM) ROOFING.

UNIT PRICES: There are no unit prices.

OWNER PERFORMED WORK:

1. The Owner will coordinate with the local utility company to extend telecom services from the existing telecom vault, located adjacent to the Sheriff's Office Building, to the new third floor Systems Data Center.
2. New open office systems furniture will be provided by the Owner under a separate contract. The contractor for this project is responsible for coordinating with the Owner and the Owner's furniture vendor and installer for installation of such furniture and for provision of electrical power as indicated on the Electrical Drawings and Divisions 26 and 27 of the Project Manual.
3. All low-voltage security system and security camera wiring and devices will be provided by the Owner under a separate contract. The contractor for this project is responsible for coordinating with the Owner and the Owner's vendor and installer and for provision of a complete conduit system and grounding as indicated on the drawings and Division 27 of the Project Manual.
4. Special Inspections, as required by Chapter 17 of the international Building Code, will be contracted for by the Owner, under a separate contract. The contractor for this project is required to coordinate with the Owner, Design Team and Special Inspector with regard to scheduling inspections and provisions of test data and reports specified in DIVISIONS 3, 4 and 5 of the Project Manual.

SUBCONTRACTORS:

The Bidder acknowledges that the following subcontractors will be utilized on this project and that the Bas Bid value indicated above includes the associated costs indicated below. Where work will be performed by the general contractor, indicate "self-performed."

	Company Name	Value (\$0.00)
Soil Improvements	Ellington-Cross	\$49,000.00
Excavation and Grading	Cleland Site Prep	\$42,400.00
Site Utilities	Cleland Site Prep	\$168,995.00
Concrete	Forrest Concrete	\$284,000.00
Structural Steel	Macuch Steel	\$511,250.00
Masonry	Jackson Masonry	\$427,000.00
Storefront/Curtainwall	Blyco of SC	\$560,000.00
Roofing	Southern Roof & Woodcare	\$178,000.00
Doors and Frames	Advanced Door Systems, Inc.	\$43,300.00
Door Hardware	Advanced Door Systems, Inc.	\$31,190.00
Light Gauge Framing	Bay Hill Construction LLC	\$210,605.00
Metal Studs / Gyp Bd	Bay Hill Construction LLC	\$111,000.00
Painting	Bluewater Painting	\$42,250.00
Acoustical Ceilings	Bay Hill Construction LLC	\$74,000.00
Floor Finishes	Plank & Tile	\$91,500.00
Mechanical	Mock Plumbing & Mechanical	\$901,000.00
Electrical	Simoneaux Electric	\$696,000.00
Plumbing	Mock Plumbing & Mechanical	\$260,000.00
Fire Protection	Eagle Fire, Inc.	\$157,000.00

The Bidder further agrees to begin the work promptly upon receipt of a written Notice to Proceed and to pursue the work with an adequate work force to complete the work within **Three Hundred (300) Calendar Days** from the Notice to Proceed. **Five Hundred Dollars (\$500.00)** per calendar day is hereby agreed upon as the Liquidated Damages.

The Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Dated <u>05/20/19</u>	Addendum No. _____	Dated _____
Addendum No. <u>2</u>	Dated <u>05/29/19</u>	Addendum No. _____	Dated _____
Addendum No. <u>3</u>	Dated <u>06/03/19</u>	Addendum No. _____	Dated _____
Addendum No. <u>4</u>	Dated <u>06/07/19</u>	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

The Bidder has enclosed the following with this Proposal:

- 1) X Bid Bond, cashier's check or certified check in the amount of five percent (5%) of the Total Bid (line D above).
- 2) N/A Small and Minority Business Self-Performance Affidavit.
or
- 2) X Small and Minority Business Good Faith Effort Checklist.
- 3) X Exhibit 1 Non-Discrimination Statement.
- 4) X Certificate of Compliance with American with Disabilities Act.
- 5) N/A Local Vendor Preference – Participation Affidavit (if applicable).

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00, IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

PAST PERFORMANCE:

Each bidder shall furnish all information requested below. Bids will be accepted from qualified contractors only.

Number of years in business: 50

List five (5) customer references for whom work on project of similar size, complexity and scope has been successfully completed.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone</u>
<u>Bluffton Township Fire Department</u>	<u>357 Fording Island Road Bluffton, SC 29909 P.O. Box 2406</u>	<u>Chief Paul Boulware</u>	<u>843-342-5729</u>
<u>Georgia Ports Authority</u>	<u>Garden City, GA 31406 571 East Main Street</u>	<u>Ryan Bray</u>	<u>912-856-2995</u>
<u>Trinity Christian School</u>	<u>Statesboro, GA 03458 204 West Railroad Street</u>	<u>John Quattlebaum</u>	<u>912-536-2675</u>
<u>City of Claxton</u>	<u>Claxton, GA 30417 206 Mansfield Street</u>	<u>Terry Branch</u>	<u>912-618-9701</u>
<u>Brunswick Police Dept.</u>	<u>Brunswick, GA 31520</u>	<u>Major Greg Post</u>	<u>912-269-0242</u>

The undersigned certifies that this Bid does not violate any Federal or State Antitrust Laws.



FEDERAL ID or SOCIAL SECURITY NO. 58-1087737

SC TAX ID NO. 20153875-5

COMPANY: Paul S. Akins Company, Inc.

ADDRESS: 520 Park Avenue (Physical) P.O. Box 941 (Mailing)

Statesboro, GA Statesboro, GA

30458 30459

EMAIL ADDRESS jarroda@akinsco.com

BY: Jarrod Akins

TITLE: Vice President

SIGNATURE: 
BID MUST BE SIGNED

TITLE: Vice President

NAME (Print): Jarrod Akins

SC LICENSE NUMBER: G10501

SEAL (if by a corporation)

END OF SINGLE PRIME CONTRACT GENERAL CONSTRUCTION PROPOSAL

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Paul S. Akins Company, Inc.

520 Park Avenue, Statesboro, GA 30458

as Principal, hereinafter called the Principal, and Great American Insurance Company

301 East Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Beaufort County Treasurer

100 Ribaut Road #165, Beaufort, SC 29902

as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Beaufort County Government Complex New Office Building; IFB No. 052819

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of May, 2019

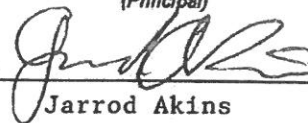

(Witness) Jennifer Daughtry

Paul S. Akins Company, Inc.

(Principal)

(Seal)

By:



Vice President

Jarrod Akins

(Title)

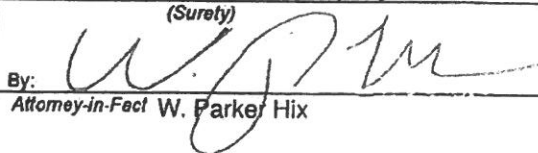

Avery C. Kenimer
(Witness)

Great American Insurance Company

(Surety)

(Seal)

By:



Attorney-in-Fact W. Parker Hix

(Title)