

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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BEAUFORT, SOUTH CAROLINA 29901-1228
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STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

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

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION
Monday, October 28, 2019
6:00 p.m.
Hilton Head Island Branch Library,
11 Beach City Road, Hilton Head Island, SC

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman **6:00 p.m.**

2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Councilman Joe Passiment

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

3. **APPROVAL OF AGENDA**

4. **ADMINISTRATOR'S REPORT**

5. **LIASION REPORTS**

6. **CHAIRMAN'S MINUTE**

7. **CONSENT AGENDA** (Please Refer to Page 3)

8. **TIME SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM OCTOBER 28, 2019 EXECUTIVE COMMITTEE MEETING FOR COUNCIL CONSIDERATION**

A. **Contract Award Recommendation to JS Construction of Okatie, SC. for the Hilton Head Island Airport Campus Entrance Improvement Project in the amount of \$281,783.00** (backup)

1. Consideration of approval on October 28, 2019
2. Executive Committee to hear item on October 28, 2019

9. **PUBLIC HEARINGS**

A. **Public Hearing and Second Reading of an Ordinance establishing the Finance Committee as the Internal Audit Committee** (backup)

1. Consideration of Second Reading on October 28, 2019
2. Public Hearing on October 28, 2019
3. First Reading approved on October 14, 2019 / Vote 10:0



4. Finance Committee recommended approval on September 23, 2019 / Vote 7:0

10. ACTION ITEMS

- A. Second Reading of an Ordinance to adopt an amended and restated development agreement for River Oaks at Okatie Village** (backup)
 1. Consideration of Second Reading on October 28, 2019
 2. Public Hearing on October 14, 2019
 3. First Reading approved on September 23, 2019 / Vote 5:4
 4. Natural Resources Committee recommended approval on August 19, 2019 / Vote 6:5
- B. First Reading of an Ordinance appropriating funds not to exceed \$600,000 from the 3% Local Accommodations Tax Funds to Penn Center, Inc. to assist with phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campus** (backup)
 1. Consideration of First Reading on October 28, 2019
 2. Public Hearing – Monday, November 18, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 3. Executive Committee recommended approval on October 14, 2019 / Vote 9:1
- C. Consideration of a Resolution relating to the declaration of intent by Beaufort County, South Carolina, to reimburse certain expenditures prior to the issuance by the County of its tax-exempt debt** (backup)
 1. Consideration of approval on October 28, 2019
 2. Executive Committee recommended approval on October 14, 2019 / Vote 6:4
- D. First Reading of an Ordinance to amend Beaufort County Ordinance 2019/32, FY 2019-2020 Beaufort County Budget, to appropriate \$2,506,069 from the General Fund to cover costs associated with the Jenkins Island Safety Improvement Project** (backup)
 1. Consideration of First Reading on October 28, 2019
 2. Public Hearing – Monday, November 18, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 3. Executive Committee recommended approval on October 14, 2019 / Vote 6:4

11. COMMITTEE REPORTS

Prior Meetings

1. Vice-Chairs Committee (October 21, 2019)
2. Community Services Committee (October 21, 2019)
3. Natural Resources Committee (October 21, 2019)
4. Executive Committee (October 28, 2019)

Upcoming Meetings

1. Finance Committee (November 4, 2019)
2. Public Facilities Committee (November 4, 2019)
3. Executive Committee (November 12, 2019)

12. **CITIZEN COMMENTS** [See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]

13. ADJOURNMENT

CONSENT AGENDA
(As Referenced on Page 1)

A. Items Originating from the Finance Committee – Councilman Passiment

- 1. Contract Award Recommendation to purchase two new 2019 Ambulances from the HGAC Buy Cooperative Contract for \$506,532.00 (backup)**
 1. Consideration of approval on October 28, 2019
 2. Finance Committee recommended approval on October 7, 2019 / Vote 8:0

B. Items Originating from the Public Facilities Committee – Councilman Flewelling

- 1. First Reading of an Ordinance authorizing the execution and delivery of a deed conveying a portion of property owned by Beaufort County at 35 Fording Island Road Extension South Carolina (backup)**
 1. Consideration of First Reading on October 28, 2019
 2. Public Hearing – Monday, November 18, 2019, 6:00p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort SC
 3. Public Facilities Committee recommended approval on October 7, 2019 / Vote 7:0
- 2. Third and Final Reading of an Ordinance authorizing the sale of property known as Bob Jones Field or Bob Jones Park (backup)**
 1. Consideration of Third and Final Reading on October 28, 2019
 2. Second Reading approved on October 14, 2019 / Vote 10:0
 3. Public Hearing on October 14, 2019
 4. First Reading approved on September 23, 2019 / Vote 9:0
 5. Public Facilities Committee recommended approval on August 12, 2019
- 3. Consideration of a Resolution approving an MOA between Beaufort County and Bluffton Township Fire Department Station 31 (backup)**
 1. Consideration of approval on October 28, 2019
 2. Public Facilities Committee recommended approval on October 7, 2019 / Vote 7:0
- 4. Approval of a transportation impact fee credit/refund to Stokes Toyota in the amount of \$51,455.00 (backup)**
 1. Consideration of approval on October 28, 2019
 2. Public Facilities Committee recommended approval on October 7, 2019 / Vote 7:0
- 5. Approval to renew the Daufuskie Island Ferry Services, LLC Contract FY20 (October 2019 – June 2020) for ferry services to/from Daufuskie Island for \$271,222.56 (backup)**
 1. Consideration of approval on October 28, 2019
 2. Public Facilities Committee recommended approval on October 7, 2019 / Vote 7:0

C. Items Originating from the Natural Resources Committee – Councilwoman Howard

- 1. Third and Final Reading of an Ordinance authorizing the County Administrator to execute the Brewer Memorial park 2019 joint ownership agreement and operating policy with the Beaufort County Open Land Trust (backup)**
 1. Consideration of Third and Final Reading on October 28, 2019

2. Second Reading approved on October 14, 2019 / Vote 10:0
 3. Public Hearing on October 14, 2019
 4. First Reading approved on September 23, 2019 / 9:0
 5. Natural Resources Committee recommended approval on September 16, 2019 / Vote 5:0
2. **Third and Final Reading of a new Rural and Critical Lands Ordinance** (backup)
1. Consideration of Third and Final Reading on October 28, 2019
 2. Second Reading approved on October 14, 2019 / Vote 9:1
 3. Public Hearing on October 14, 2019
 4. First Reading approved on September 23, 2019 / 7:2
 5. Natural Resources Committee recommended approval on September 16, 2019 / Vote 5:0
3. **Third and Final Reading of an Ordinance amending the existing Rural and Critical Lands Board Ordinance (Division 5, Section 2, 281-290)** (backup)
1. Consideration of Third and Final Reading on October 28, 2019
 2. Second Reading on October 14, 2019 / Vote 10:0
 3. Public Hearing on October 14, 2019
 4. First Reading approved on September 23, 2019 / 8:1
 5. Natural Resources Committee recommended approval on September 16, 2019 / Vote 5:0



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Hilton Head Island Airport Campus Entrance Improvements

Council Committee:

Executive

Meeting Date:

October 28, 2019

Committee Presenter (Name and Title):

Jon Rembold, Airports Director, C.M.

Issues for Consideration:

Contract Award Recommendation for IFB #082719 Hilton Head Island Airport Entry Enhancements REBID

Points to Consider:

Recommendation for contract award to JS Construction, Okatie, SC in amount of \$281,783.00 for the Hilton Head Airport Entrance Improvements Project.

Funding & Liability Factors:

Town of Hilton Head Island 2018 Accommodations Tax dollars (\$100,000), County Bond Proceeds designated by County Council (\$200,000), and Airport Operating Revenues.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

IFB 082719 HHI Airport Entry Enhancements

IFB 082719 HHI Airport Entry Enhancements					
		AOS Specialty Contractors Inc.	JS Construction	Quality Enterprises	Patterson Inc
Unit/Base Pricing		Price			
1	Turn Key Base price for the renovation and enhancement of the existing Hilton Head Island Airport Entrance. See the attached plans on the website. Price must include all permits, License fees, materials, labor, and taxes.	no bid	281,783.00	no bid	331,000.00
Number of Days to Complete the work from the date of the NTP			56		25



TO: Councilman Paul Sommerville, Chairman, Beaufort County Governmental Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Contract Award Recommendation for IFB #082719 Hilton Head Island Airport Entry Enhancements REBID

DATE: October 17, 2019

BACKGROUND.

On October 17, 2019, the Beaufort County Airports Board reviewed the following item:

- Contract Award Recommendation: Hilton Head Island Airport Campus Entrance Improvement

The board recommends award of the contract for the Hilton Head Island Airport Entrance Improvements Project to JS Construction of Okatie, SC.

cc: Ashley Jacobs, County Administrator
Jon Rembold, Airports Director



TO: Mr. Howard Ackerman, Chairman, Beaufort County Airports Board

FROM: Jon Rembold, C.M., Airports Director

SUBJ: Contract Award Recommendation for IFB #082719 Hilton Head Island Airport Entry Enhancements REBID

DATE: October 17, 2019

BACKGROUND:

The subject project was recently rebid due to unacceptable bids in the initial response to the Invitation for Bid. After evaluation of the rebid information, JS Construction of Okatie, SC is recommended as the project contractor.

VENDOR INFORMATION:

Bid:

AOS Specialty Contractors Inc., Lexington, SC
 JS Construction, Okatie, SC
 Quality Enterprise, Naples, FL
 Patterson Inc. of Beaufort, SC

COST:

\$499,530.00
 \$390,145.00
 \$677,770.00
 \$330,838.11

Rebid:

AOS Specialty Contractors Inc., Lexington, SC
 JS Construction, Okatie, SC
 Quality Enterprises, Naples, FL
 Patterson Inc. of Beaufort, SC

no bid
 \$281,783.00
 no bid
 \$331,000.00

FOR ACTION: Beaufort County Airports Board

RECOMMENDATION: Approval of Recommendation of contract award to JS Construction, Okatie, SC in the amount of \$281,783.00 for the Hilton Head Island Airport Entrance Improvements Project.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Paul Sommerville, Chairman, Beaufort County Governmental Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: Contract Award Recommendation for IFB #082719 Hilton Head Island Airport Entry Enhancements REBID
DATE: October 17, 2019

BACKGROUND: Hilton Head Island Airport is undertaking a project to improve the campus entrance. This project will improve the main entrance on the commercial service side of the Hilton Head Island Airport. Among other items, the project includes a new sign, installation of new landscaping, and installation of the sculpture, "Humanus" at the entrance. It is important that this project start soon in order to take advantage of the prime planting season for native landscaping. The total project cost (engineering costs and construction costs) is funded by a combination of Town of Hilton Head Island 2018 Accommodations Tax dollars (\$100,000) and County Bond Proceeds designated by County Council (\$200,000), and Airport Operating Revenues.

VENDOR INFORMATION:

COST:

Bid:

AOS Specialty Contractors Inc., Lexington, SC	\$499,530.00
JS Construction, Okatie, SC	\$390,145.00
Quality Enterprise, Naples, FL	\$677,770.00
Patterson Inc. of Beaufort, SC	\$330,838.11

Rebid:

AOS Specialty Contractors Inc., Lexington, SC	no bid
JS Construction, Okatie, SC	\$281,783.00
Quality Enterprises, Naples, FL	no bid
Patterson Inc. of Beaufort, SC	\$331,000.00

FUNDING: Town of Hilton Head Island 2018 Accommodations Tax dollars (\$100,000), County Bond Proceeds designated by County Council (\$200,000), and Airport Operating Revenues .

FOR ACTION: Governmental Committee October 28, 2019

RECOMMENDATION: Purchasing recommends that the Governmental Committee approve and recommend to County Council the contract award to JS Construction, Okatie, SC in the amount of \$281,783.00 for the Hilton Head Island Airport Entrance Improvements Project.

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Attorney
Alicia Holland, Asst. County Administrator, Finance
Jon Rembold, C.M., Airports Director

Att: Bid Tabulation



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Audit Committee

Council Committee:

Finance Committee

Meeting Date:

County Council October 28, 2019 for Second Reading and Public Hearing

Committee Presenter (Name and Title):

Christopher Inglese, staff attorney and Alicia Holland, CFO

Issues for Consideration:

None. Unanimous recommendation out of Committee.

Points to Consider:

Funding & Liability Factors:

Current budget allocates \$75,000 for internal audits using outside consultants.

Council Options:

adopt the ordinance, deny adoption of the ordinance, make amendments to the ordinance prior to adoption

Recommendation:

Approve the ordinance.

ORDINANCE 2019/ ____

AN ORDINANCE ESTABLISHING THE FINANCE COMMITTEE AS THE INTERNAL AUDIT COMMITTEE AND PROVIDING FOR THE PURPOSES, POWERS, DUTIES AND FUNCTIONS AS SET FORTH BELOW FOR INTERNAL AUDITS.

WHEREAS, the County finds that establishing an Audit Committee will provide for additional oversight and opportunities for transparency in government accounting; and

WHEREAS, the public interest is served when there are appropriate procedures and policies for assuring the continued success of County government financial practices; and

WHEREAS, the Beaufort County Finance Department was recently awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting and County Council desires to provide support to staff to continue to improve the County's finance policies and procedures; and

WHEREAS, the Beaufort County Code of Ordinances provides Section 2-402 for the establishment of an internal audit unit with reporting duties directly to the Administrator, however the Audit Unit has not been active for the past several years; and

WHEREAS, County Council finds that it is in the best interest of taxpayers, and indeed a duty of the elected members of County Council, to have direct involvement in financial oversight of the County operating budget; and

WHEREAS, the Finance Committee did discuss and unanimously approved moving forward with establishing the Finance Committee as the Internal Audit Committee to provide oversight, direction, priorities, and overall guide the internal audit process; and

WHEREAS, the Finance Committee met September 23, 2019 and did discuss and unanimously voted to approve moving forward with establishing the Finance Committee as the Internal Audit Committee; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County to establish the Finance Committee as the Internal Audit Committee that will report directly to the County Council from time to time and as needed.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby delete in its entirety "Section 2-402 Establishment of internal audit unit" and insert in its place and stead the following:

“Section 2-402 Finance Committee of County Council is the Internal Audit Committee.

(1) *Creation.* The Finance Committee of County Council is hereby established as the Internal Audit Committee (the “Committee”) which shall have the purposes, powers, duties and functions established below.

(2) *Membership; terms.* The Committee shall be comprised of all members of the Finance Committee. Other members of Council may participate as ex-officio members. Ex-officio members shall have the same privileges as committee members with respect to making motions, debates and votes, however ex-officio members need not be counted for establishing a quorum.

(3) *Internal Audit* shall mean a review of the County’s mechanisms, rules, and procedures implemented to ensure the integrity of financial and accounting information, to promote accountability and prevent fraud. Internal audits are intended to ensure compliance with laws and regulations and provide timely financial reporting and data collection. Internal audits may result in recommendations for improving operational efficiency and effectiveness of financial processes and procedures.

(4) *Duties, Purpose and responsibilities.*

a. The Committee shall develop a proposed internal audit schedule and shall have the authority, within its budgeted allocation, to move forward with internal audit projects. ~~The purpose of the internal audits shall be to identify opportunities for improving efficiency and effectiveness in the County’s financial practices.~~

b. The audit schedule shall include areas of interest to be reviewed, their priority, and the timelines for completion. The audit schedule shall also include interim audit progress updates, audit follow-ups, and address special needs for audits of specific areas requiring additional resources or extended timelines.

c. The Committee shall oversee the internal audit process. The Committee’s oversight shall include, among other things, selection of independent consultants for performing internal audits, directing the consultants, establishing timelines for consultant reviews, establishing the framework for internal audit projects, and overseeing implementation of recommendations from any reports. The Committee shall be responsible for coordinating between the work of the Administrator’s staff, contractually hired consultants and any other party as necessary to fulfill the duties, purpose and responsibilities of the Committee.

d. The Committee shall review organizational policies and procedures regarding all areas of County operations for which County funds are levied, collected, expended, or otherwise used, and make recommendations to Council for approval by majority vote. The Committee review shall include departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed

officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving funds from the County, and any other organization receiving any type of funding for any purpose from the County.

e. The Committee shall oversee the responsibilities of the independent consultants hired by the County for assisting with Internal Audits. The Committee shall work closely with the independent consultant selected, the Administrator, and appropriate staff for review and recommendations regarding all aspects of the County's financial practices.

f. The Committee shall provide an annual report to full Council after the completion of each fiscal year budget but no later than an October meeting of the Finance Committee. The report shall summarize the findings of the independent consultant's internal audits and identify any recommendations to be brought forward to Council. The report shall include a detail plan for implementing the recommendations including costs of implementation.

g. The Committee shall annually review the Financial Policies and Procedures manual and the practices of the County departments, and make recommendations for updates and improvements. Any recommendations made shall include a detail plan for implementing the recommendations including costs of implementation.

(5) Every three years, the Administrator shall cause a Request for Proposal/Qualifications to be publicly advertised. Respondents meeting the minimum requirements of the RFP/RFQ shall be pre-qualified and available to the Committee for Internal Audits as needed. The Committee shall select an independent consultant based on a number of factors including but not limited to: the special needs of the particular project; any specialized knowledge or experience of a pre-qualified consultant; the ability to complete the project in a desired timeline or other factors. The Committee shall establish selection criteria with input from the Administrator and appropriate staff.

(6) In the performance of these duties, the Committee and the selected independent consultant, shall have access to all such information and records regarding the financial activities and transactions of all departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving funds from the County, and any other organization receiving any type of funding for any purpose from the County.

(7) Effective date. This Ordinance No. 2019/___ shall become effective immediately upon its adoption.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman
Beaufort County Council

ATTEST:

Sarah W., Clerk to Council

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Finance Committee discussion and recommendation



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

River Oaks

Council Committee:

Committee of the Whole

Meeting Date:

October 28, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

During first reading and the public hearing on the River Oaks DA amendment concerns were raised by council members regarding the affordable housing provisions and by the public over the existing conditions and needed improvements to Cherry Point Road. The staff recommended proposed language to the developer that would replace the requirement for 40 deed restricted affordable housing units with a per unit fee of \$1587.00 that can be used at the County's discretions to either fund the Housing Trust Fund once implemented or carry out other affordable housing projects. In addition, staff has worked to clarify the obligations of the developer as it pertains to Cherry Point Road. These amendments, which were drafted through our work with outside counsel, are being put forth for County Council consideration for the October 28th agenda when 2nd Reading is considered.

Points to Consider:

1. Should the existing DA be amended at 2nd reading, as submitted by the staff's outside legal counsel, in order to clarify the Cherry Point Road obligations and replacing the 40 affordable housing units with a per lot "affordable housing" fee as proposed?

Funding & Liability Factors:

Funding issues are only related to School Impact/Capital Fees and Affordable Housing. The total for the School Capital Construction fee, if the county does not adopt a school impact fee, is \$472,500. The total for the "affordable housing" fee will provide \$499,905 at build out.

Council Options:

1. Give 2nd Reading as currently drafted and approved at 1st Reading.
2. Recommend the Community Development Department Staff version of the restated and amended DA.
3. Recommend Modification of each development agreement to include specifics from each version into the modified document.
4. Recommend Denial of Development Agreement amendment and leave the current/amended version in place.

Recommendation:

Staff recommends that the Community Development Department staff's and Legal Counsel's version be recommended for approval as it more thoroughly implements the direction of the NRC's and Council's objectives.

Cherry Point Road Amendment

Reference is to the Amended and Restated Development Agreement (River Oaks at Okatie Village) – Draft – As Approved by the Natural Resources Committee (August 19, 2019) [the “Development Agreement”]

~~Indicates Matter Stricken~~

Indicates New Matter

Amend the Development Agreement, as and if amended, by amending Section 7(B) to read:

“**B. Public Roads. (1) S.C. 170.** The major public road that serves the Property is S.C. 170 and it is under the jurisdiction of the State of South Carolina regarding construction, improvements and maintenance. County shall not be responsible for construction, improvements or maintenance of S.C. 170 or any other public roads which now or hereafter serve the Property, unless the County elects to do so in the future. It shall be the responsibility of the Owner to adhere to applicable state or County requirements regarding ingress and egress to S.C. 170 or any other public roads that may serve the Property.

(2) **Cherry Point Road.** Owner agrees that if Cherry Point Road is used as a means of ingress and egress to the Property, then Owner is responsible for the improvements to Cherry Point Road that are needed to comply with the applicable County standards and with any recommendations contained in the required traffic impact analysis. Owner’s responsibility for the improvements to Cherry Point Road include, but is not limited to, the acquisition of any needed right-of-way and the costs of designing and constructing the improvements. County is not responsible for any improvements, or costs thereof, to Cherry Point Road. Improvements to Cherry Point Road must be made by Owner on or before any connection from the Property to Cherry Point Road.”

Affordable Housing Amendment

Reference is to the Amended and Restated Development Agreement (River Oaks at Okatie Village) – Draft – As Approved by the Natural Resources Committee (August 19, 2019) [the “Development Agreement”]

~~Indicates Matter Stricken~~

Indicates New Matter

Amend the Development Agreement, as and if amended, by amending Section 4(I) to read:

~~“I. **Affordable Housing.** Owner agrees that 40 housing units in the River Oaks at Okatie Village development will be sold as affordable housing units and will be sold at a price that meets up to 100% of the area median income (AMI) for a family of four for 2018 as determined by the United States Department of Housing and Urban Development, as adjusted by the County Human Services Department or its successor. Owner agrees that the 40 affordable housing units will be restricted by deed as affordable housing units for 20 years. The affordable housing units shall be chosen by the purchaser and placed by the purchaser based on the availability of lots. Owner agrees to pay on behalf of the applicant for a building permit for each of the 40 affordable housing units the School Capital Construction Fee, imposed pursuant to Section 9.B. of this Agreement. Except as may otherwise be provided in this Section 4.I, incentives available under the County’s affordable housing program apply to the 40 affordable housing units. County agrees to work with Owner to ensure an easy process for certifying that the proposed purchaser of an affordable housing unit meets the financial qualifications to purchase the house. **Reserved.**”~~

Amend further, as and if amended, by amending Section 9(B) to read:

~~“B. **School Capital Construction Fee.** Owner shall pay an impact fee of \$1,500 for each residential unit at the time of obtaining the building permit for the residential unit (the “\$1500 Impact Fee”). The \$1,500 Impact Fee terminates if the County adopts a school impact fee during the Term at which time Owner shall pay the county-wide school impact fee adopted by the County. For purposes of this Section 9.B and the 40 affordable housing units provided for in Section 4.I, “Owner” means BBII Holding Company, LLC, a South Carolina limited liability company.”~~

Amend further, as and if amended, by adding Section 9(G):

~~“G. **Affordable Housing Fee.** Owner shall pay a fee of \$1,587 for each residential unit at the time of obtaining the building permit for the residential unit (the ‘\$1587 Fee’). The \$1587 Fee shall be used by the County for affordable housing programs, as determined in the discretion of the County.”~~



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Penn Center ATAX Funding Request

Council Committee:

Executive Committee - October 14, 2019 (approved 9:1)

Meeting Date:

County Council - October 28, 2019

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

Penn Center is requesting 3% ATAX funding to implement Phase I building repairs, improvements, and upgrades.

Points to Consider:

Phase I upgrades will allow Penn Center to conduct revenue generating activities for current and future maintenance and capital expenses. Phase I building upgrades are estimated to total \$822,000.

Funding & Liability Factors:

On October 14, 2019, the Executive Committee recommended approval of \$600,000 from 3% ATAX funds towards the Phase I building upgrades. The Committee also stipulated that the County's purchasing policies and procedures would be followed by Penn Center during bidding and construction.

Council Options:

1) Approve \$600,000 from 3% ATAX funds towards the Penn Center Phase I building upgrades, 2) Approve the request with revisions, 3) Do not approve the request

Recommendation:

Approve \$600,000 from 3% ATAX funds towards the Penn Center Phase I building upgrades, and Penn Center's use of the County's purchasing policies and procedures during bidding and construction.

2019/ _____

AN ORDINANCE APPROPRIATING FUNDS NOT TO EXCEED \$600,000 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO PENN CENTER, INC. TO ASSIST WITH PHASE I BUILDING PRESERVATION, RENOVATION AND RESTORATION OF HISTORIC BUILDINGS ON THE PENN CENTER CAMPUS

WHEREAS, Penn Center, Inc. (“Penn”) is a 501(c) non-profit organization. Its mission is to promote, preserve and protect Penn Center’s history and culture through education, community development and social justice. It operates Penn Center one of the most significant African American historical and cultural institutions in existence today. It is a prominent historic tourist destination. It is located on Martin Luther King Drive (TMS No. R300 016 000 0094 0000). Penn seeks financial assistance from the County to fund its efforts to preserve, protect, renovate and restore historically significant buildings on Penn Center’s campus which currently serve, and will continue to serve for years to come, as a destination for tourists, visitors and scholars to Beaufort; and

WHEREAS, to facilitate and guide this effort, Penn has established a two-phase building preservation, renovation and restoration plan. Phase I improvements are estimated to cost approximately \$822,000. Penn seeks assistance from the County to begin this phase; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide assistance to Penn in this effort.

NOW THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation to Penn Center, Inc. in an amount not to exceed \$600,000 is hereby authorized from the 3% Local Accommodations Tax fund to assist with Phase I building preservation, renovation and restoration as set forth in Exhibit A (collectively the “Work”) which is incorporated herein by reference. This appropriation is contingent upon each of the following conditions:

1. contracts for the Work shall be awarded through the Beaufort County procurement process;
2. Penn shall contract with Oceana Design, LLC (the architectural firm which helped Penn design the two-phase plan) to provide architectural review and contract administration services for all work which is performed utilizing these funds;
3. Oceana Design, LLC shall review, approve and submit to Beaufort County, directly, all Applications for Payment; and
4. Penn shall comply with all reporting requirements which Beaufort County recently adopted relating to 3% Local A-Tax appropriations which are set forth in Ordinance 2019/_____.

DONE 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:



Project: PENN CENTER BUILDING RESTORATION & MAINTENANCE

Issue Date

PHASE ONE BUILDINGS

5.16.19

No.	Item	Constructed	Probable Cost	Remarks
26	Orchard Cottage	1942	\$195,000	Emergency Stabilization, Repair, Restoration
18	Cedar Cottage	1907	\$215,000	Complete restoration, Structure, Roof, Bathrooms, HVAC & Electrical systems
1	Lathers Dormitory	1922	\$250,000	Remodel Administrative Offices, Bathrooms, HVAC & Electrical systems
19	Jasmine Cottage	1911	\$12,000	Exterior Painting add closure & screening between piers
4	Retreat House	1968	\$75,000	Minor exterior repair, Exterior Painting, Interior refurbishing, Upgrade HVAC, Lighting

PHASE ONE PROFESSIONAL SERVICES

	Architectural Services		\$50,000	Planning, Meetings, Agency Presentation. Consultation, Building Documentation & Construction Documents, Grant Application documents.
	Survey, Building Location. Tree, Topo, Site Utilities		\$25,000	

TOTAL PHASE ONE

\$822,000

666 HARBOR CREEK PLACE CHARLESTON, SOUTH CAROLINA 29412
 Vx 843.270.2976

John@OceanaDesignLLC.com



FACILITY PLANNING OVERVIEW

PENN CENTER, INC.
St. Helena Island, SC

ORCHARD COTTAGE

26



View of Front

CONSTRUCTED

1942

PRESENT USE

Temporary Accommodation

PRESENT CONDITION & NEEDED RENOVATION

Structure:	Generally Sound, needs general maintenance.
Exterior:	Some siding rotted from overflowing gutters, need immediate repair, painting.
Roof:	Severe damage from tree limb at rear, needs immediate stabilization, then repair
Interior:	Needs repair. upgrading, renovation, general maintenance, refinishing, & painting. New kitchen appliances, refinish floor
Mechanical:	Needs new HVAC system
Electrical:	Needs upgrading to current standards.
Plumbing:	Remodel Kitchen & bath. Replace Water Heater with on demand type.
Fire Protection:	No fire protection system
Alarm (Fire & Burglar):	Need Campus wide integrated system
Data & Communication:	Need Campus wide integrated system

PROBABLE COST:

\$ 195,000

REMARKS

Used to house educators working at the Penn School this cottage needs Emergency Stabilization, then Repair & Restoration



666 Harbor Creek Place Charleston South Carolina 29412

Vx 843.270.2976

John@OceanaDesignLLC.com



FACILITY PLANNING OVERVIEW

PENN CENTER, INC.
St. Helena Island, SC

CEDAR COTTAGE

18



View of Front facing Penn Center Drive East

CONSTRUCTED

1907

PRESENT USE

Day Care. After School Programs

PRESENT CONDITION & NEEDED RENOVATION

Structure:	Generally Sound, needs general maintenance
Exterior:	Deteriorating, needs repair, restoration, Painting
Roof:	Needs replacement
Interior:	Generally Sound, needs general maintenance, painting, new kitchen cabinets & appliances
Mechanical:	Needs replacement
Electrical:	Needs upgrading
Plumbing:	Replace Water Heater with on demand type.
Fire Protection:	No fire protection system
Alarm (Fire & Burglar):	Need Campus wide integrated system
Data & Communication:	Need Campus wide integrated system

PROBABLE COST:

\$ 215,000

REMARKS

Complete restoration needed. .



666 Harbor Creek Place Charleston South Carolina 29412

Vx 843.270.2976

John@OceanaDesignLLC.com



FACILITY PLANNING OVERVIEW

PENN CENTER, INC.
St. Helena Island, SC

LATHERS DORMITORY

1



View from Penn Center Drive West

CONSTRUCTED

1922

PRESENT USE

Penn Center Administration Building

PRESENT CONDITION & NEEDED RENOVATION

Structure:	General Sound may require minor repair
Roof:	Sound
Interior:	Finishes worn needs complete renovation
Mechanical:	Systems old and barely functioning, need new
Electrical:	New lighting, Data & Communications Systems
Plumbing:	Bathrooms need remodeling, Disabled access needed
Fire Protection:	No fire protection System
Alarm (Fire & Burglar):	Need Campus wide integrated system
Data & Communication:	Need Campus wide integrated system

PROBABLE COST:

\$ 250,000.00

REMARKS

Larger Conference & Waiting Room needed, this can be provided when some functions housed in this building and moved to newly renovated or created facilities. Break room needs to be refurbished to provide staff a meeting & refreshment area. New ADA Bathrooms.



666 Harbor Creek Place Charleston South Carolina 29412

Vx 843.270.2976

John@OceanaDesignLLC.com



FACILITY PLANNING OVERVIEW

PENN CENTER, INC.
St. Helena Island, SC

JASMINE COTTAGE

19



View of Front facing Penn Center Drive East

CONSTRUCTED

1911 (Restored 2008)

PRESENT USE

Vacant

PRESENT CONDITION & NEEDED RENOVATION

Structure:	Generally sound, needs general maintenance
Exterior:	Generally sound, needs painting, caulk, etc.
Roof:	Generally sound, needs general maintenance
Interior:	Generally sound, needs general maintenance
Mechanical:	Generally sound, needs general maintenance
Electrical:	Generally sound, needs general maintenance
Plumbing:	Generally sound, needs general maintenance
Fire Protection:	No fire protection system
Alarm (Fire & Burglar):	Need Campus wide integrated system
Data & Communication:	Need Campus wide integrated system

PROBABLE COST:

\$ 12,000

REMARKS

Newly renovated Jasmine needs only continued maintenance. Closure lattice & screening should be installed between foundation piers (to match that on Arnett). Exterior needs cleaning & painting.



666 Harbor Creek Place Charleston South Carolina 29412

Vx 843.270.2976

John@OceanaDesignLLC.com



FACILITY PLANNING OVERVIEW

PENN CENTER, INC.
St. Helena Island, SC

RETREAT HOUSE

4



View from Dock

CONSTRUCTED

1968

PRESENT USE

Housing

PRESENT CONDITION & NEEDED RENOVATION

Structure:	General Sound may require minor repair
Roof:	Needs Replacement
Interior:	Finishes worn needs complete renovation
Mechanical:	Systems old and barely functioning, need new
Electrical:	New lighting, Data & Communications Systems
Plumbing:	Bathrooms need remodeling, Disabled access needed
Kitchen:	Needs new or refurbished appliances, refurbished cabinets, countertop, sink.
Fire Protection:	No fire Protection System
Alarm (Fire & Burglar):	Need Campus wide integrated system
Communication:	Need Campus wide integrated system

PROBABLE COST:

\$ 75,000

REMARKS

Constructed by volunteers as a "retreat within a retreat" for Dr. Martin Luther King. The interior needs a general upgrading. Any changes should preserve the character of the house consistent with the time it was built and the intent of the builders.



666 Harbor Creek Place Charleston South Carolina 29412

Vx 843.270.2976

John@OceanaDesignLLC.com

A RESOLUTION

A RESOLUTION RELATING TO THE DECLARATION OF INTENT BY BEAUFORT COUNTY, SOUTH CAROLINA, TO REIMBURSE CERTAIN EXPENDITURES PRIOR TO THE ISSUANCE BY THE COUNTY OF ITS TAX-EXEMPT DEBT

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (the "Regulations") that authorizes an issuer to reimburse itself from the proceeds of tax-exempt debt; and

WHEREAS, Beaufort County, South Carolina (the "County"), anticipates incurring expenditures (the "Expenditures") related to US 278 safety improvements across Jenkins Island (the "Project") prior to the issuance by the County of tax-exempt debt for such purpose; and

WHEREAS, the County intends to fund the Expenditures from proceeds of tax-exempt debt not to exceed \$2,506,069 or such other amount as shall be approved by County Council; and

WHEREAS, the Regulations require that the governing body of the political subdivision declare an official intent to reimburse an expenditure prior to the incurrence of the expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The County Council hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Section 1.150-2 of the Regulations to reimburse the County from the proceeds of tax exempt debt of the County to be issued pursuant to South Carolina state law, for the Expenditures with respect to the Project. The County Council anticipates that the Expenditures will be incurred with respect to the Project prior to the issuance by the County of its tax-exempt debt for such purposes.

Section 2. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 3. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year.

Section 4. County Council intends to adopt an ordinance providing for a supplemental appropriation of general fund monies or other funds on hand as the source of funds for the Expenditures with respect to the Project.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the offices of the County.

Adopted this ____ day of _____, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

Stewart H. Rodman,
Chairman, Beaufort County Council

Attest:

Sarah W. Brock, J.D.
Clerk to Council

2019/ _____

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2019/32, FY 2019-2020 BEAUFORT COUNTY BUDGET, TO APPROPRIATE \$2,506,069 FROM THE GENERAL FUND TO COVER COSTS ASSOCIATED WITH THE JENKINS ISLAND SAFETY IMPROVEMENT PROJECT

WHEREAS, on June 24, 2019, Beaufort County Council adopted Ordinance No. 2019/32 which sets forth and establishes the County's FY 2019-2020 budget and associated expenditures; and

WHEREAS, in recent years there has developed safety concerns related to the intersection of Windmill Harbour's neighborhood entrance at US 278 which County Council has taken steps to address; and

WHEREAS, toward this end County Council previously appropriated up to \$7,400,000 to the Jenkins Island safety improvement project ("Project") to be funded out of the 2017 General Obligations Bond fund. The current available balance of the 2017 General Obligations Bond fund is \$7,181,363; and

WHEREAS, Beaufort County's Public Facilities Committee has reviewed bids for the Project and has recommended the County award the contract for the Project to the lowest bidder. However, the cost of the recommended contract, with 8 percent contingency, is \$9,687,431 which is greater than the amount Council previously appropriated for the project and also \$2,506,069 greater than the remaining balance of the 2017 General Obligations Bond. Nevertheless, Council finds that it is in the best interest of the health, safety and welfare of the citizens, residents and visitors of Beaufort County that Project move forward regardless of the additional cost and regardless of the lack of available funding through the 2017 General Obligations Bond. Accordingly, it believes supplemental appropriation from the general fund, to be reimbursed by a subsequent bond issue, is appropriate.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that Ordinance 2019/32, FY 2019-2020 Beaufort County Budget Ordinance, is hereby amended to provide \$2,506,069 in supplemental appropriations from the General Fund to be directed to the cost of the Jenkins Island safety improvement project.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman,
Chairman, Beaufort County Council

ATTEST:

Sarah W. Brock, J.D.
Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Emergency Medical Services (EMS) Contract Award Recommendation to purchase two new 2019 Ambulances from the HGAC Buy Cooperative Contract

Council Committee:

Finance Committee

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director and Donna Ownby, Director of Emergency Medical Services

Issues for Consideration:

The Purchasing Department received a request from Beaufort County's EMS Department to purchase two new 2019 Ford F450 4x2 Ambulance Conversion Trucks. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department, along with First Vehicle Services, recommends the purchase of this ambulance due to their overall performance and the close proximity of the factory to Beaufort County.

Points to Consider:

1. The HGAC Buy Contract will provide two new 2019 Ford F450, 4x2, Diesel, Type I Ambulance (see the attached pricing sheet with accessories). The ambulances will be delivered to the County by the end of December 2019.
2. Note in 2018 the County purchased two ambulances from the same contract for \$480,994.00. The reason for the cost increase was a new cooperative bid base price the 2019 models, which increased the new ambulances by \$11,194 each. See the attached letter from Northwestern Emergency Vehicles.
3. EMS is replacing a 2000 and 2011 Ford F450 ambulances with 110,665/127,911 miles.

Funding & Liability Factors:

Account #40090011-54003, EMS, Vehicle Purchases.

Council Options:

Approve or disapprove the contract award.

Recommendation:

The Finance Committee approve and recommend to County Council the contract award to purchase two Ambulances from the aforementioned contractor for a total cost of \$506,532.00.



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

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

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

TO:

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ:

DATE:

BACKGROUND:

The Purchasing Department received a request from Beaufort County’s EMS Department to purchase two new 2019 Ford F450 4x2 Ambulance Conversion Trucks. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department, along with First Vehicle Services, recommends the purchase of these ambulances due to their overall performance and the close proximity of the factory to Beaufort County.

The HGAC Buy Contract will provide two new 2019 Ford F450, 4x2, Diesel, Type I Ambulance (see the attached pricing sheet with accessories). The ambulances will be delivered to the County by the end of December 2019. EMS is replacing two ambulances, a 2000 and 2011 Ford F450 with 110,665/127,911 miles.

VENDOR INFORMATION:

AEV Northwestern Emergency Vehicles, Jefferson, NC	
New Ambulance x 2 @ \$251,516 = \$503,032	
HGAC Order Fee	\$ 1,000
Crew Cab	\$ 1,500
SC Sales Tax (2 x \$500)	\$ 1,000

COST:

\$506,532
See above total
See above total

FUNDING:

Account #10001230-54003, EMS, Vehicle Purchases.


Note in 2018, the County purchased two ambulances from the same contract for \$480,994.00. The reason for the cost increase was a new cooperative bid base price for a 2019 model, which increased the new ambulances by \$11,194 each. See the attached letter from Northwestern Emergency Vehicles.


Funding approved: By: Date:

FOR ACTION: Governmental Committee meeting occurring October 28, 2019.

RECOMMENDATION:

The Governmental Committee approve and recommend to County Council the contract award to purchase two ambulances from the aforementioned contractor for a total cost of \$506,532.

Attachment:  EMS Contract Award.pdf
1.76 MB

 No file attached

cc: Ashley Jacobs, County Administrator

Approved: Date:

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: Overridden by:

Override Date: ready for admin:

Approved: Date:

Check to override approval: Overridden by:

Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons

NORTHWESTERN EMERGENCY VEHICLES

*POST OFFICE BOX 790
JEFFERSON NORTH CAROLINA 28640
PHONE: 800-536-8488
FAX: 336-246-8978*

September 21, 2019

Beaufort County EMS
120 Shanklin Road
Beaufort, SC 29906

Attn: Howell

The letter is in reference to your concern of the price increase from your last purchase. On 10/25/2018 Beaufort County purchase two units under HGAC Contract # AM10-16. The latest quote's you have from AEV/NWEV are under the new contract HGAC Contract # AM10-18 this contract is good through September 30,2020.

Under AM10-16 the base price for your unit was \$148,524.00 under the new AM10-18 the base price for your unit is \$159,718.00 which is an increase of \$11,194.00. The additional increase is due to option pricing. AEV/NWEV could have two units delivered to Beaufort County one by the end of November 2019 and one unit by the end of December 2019.

If you have any questions or concerns, please give me a call 336-977-1015 (cell).

Sincerely,



David Hudler



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-18

Date Prepared:

8/20/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Beaufort County Council	Contractor:	AEV / NORTHWESTERN EMERGENCY VEHICLES
Contact Person:	Howell Youmaus	Prepared By:	David Hudler
Phone:	843-812-8030	Phone:	336-977-1015 (cell)
Fax:		Fax:	336-246-8978
Email:	howelly@bcgov.net	Email:	david@nwev.com

Product Code:	AM18AA03	Description:	Type I Ford F-450 4X2 AEV Ambulance
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$159,718.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
04-SU-170E Liquid Spring Suspension	3,445.00	05-EL-2424-Stop/Tail Whelen M9	618.00
05-HA-13HX Condenser ACC X717	937.00	05-EL-2430 Turn Whelen M9	702.00
02-BC-0500 Walk through Cab High	877.00	05-EL-2436 Back up Whelen M9	702.00
04-EA-14A8 Running Boards	1,547.00	05-EL256B Entry Door Lights	355.00
04-BW-ABYA Reart Bumper	1,037.00	05-EL-45L4 Left Scene Light	565.00
06-IG-0310 Vanner 20-1050 CUL	1,480.00	05-EL-45TA Right Scene Light	565.00
07-01-SEIV Wise Child Seat	738.00	05-EL-46R4 Rear Load Lights	780.00
07-CA-48ZT Solid Surface	914.00	05PM-LRK3 Whelen M9 Warning Lights	2,898.00
04-HA-1310 Arctic Wedge	1,705.00	04-BW-DP7724	539.00
02-B8-1D80 Body Mod	1,469.00	04-BW-DP2D Aluminum Rear Kick Plate	684.00
04-EA-31C0 Electric Zico Step	2,330.00		
		Subtotal From Additional Sheet(s):	59,780.00
		Subtotal B:	24,887.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
GTT Opticom GPS Preemption High Priority Series	4,183.00		
EVS 1790 Seat Slide System ILO /SB	2,948.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	7,131.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$251,516.00	=	Subtotal D:	\$503,032.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Change the Chassis to a Crew Cab	1,500.00		
		Subtotal F:	1500

Delivery Date: TBD **G. Total Purchase Price (D+E+F):** \$505,532.00



PARAMEDIC

AMBULANCE

BEAUFORT COUNTY
EMERGENCY
MEDICAL SERVICE



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Council Committee:

Meeting Date:

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

Ordinance No. 2019/ _____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED
CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 35
FORDING ISLAND ROAD EXTENSION SOUTH CAROLINA.**

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 041 000 0008 000 0 located at 35 Fording Island Road Extension being the same property conveyed to Beaufort County in Deed Book 3687 at Pages 1233-1238.

WHEREAS, Beaufort Jasper Water Sewer Authority, Inc. has requested that Beaufort County deed a portion of said property for the purpose of accessing and servicing a Lift Station more particularly shown as “LIFT STATION BR42, 1,000.06 sq. ft., 0.023 acres” on that certain plat prepared by Atlas Surveying, Inc certified by Jeremy W. Reeder, S.C.P.L.S., No. 28139 dated June 6, 2019 and attached hereto as part of Exhibit A “Title to Real Estate”; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on Exhibit A as “Lift Station BR42” and being approximately 1,000.06 square feet (0.023 ac.) on attached “Title to Real Estate” and

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

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

- (1) The County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described on the attached Exhibit A “Title to Real Estate.”

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading

Public Hearing

Second Reading

First Reading

for the provision of water and sewer services, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

This being a portion of the property conveyed to the Grantor herein by deed of Queensborough National Bank & Trust Company, dated July 27, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3687 at Page 1233.

TAX REF: R600 041 000 0008 0000 (PORTION OF)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever.

AND, the said BEAUFORT COUNTY, a political subdivision of the State of South Carolina, does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the undersigned this ____ day of _____, 2019.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

witness signature

Notary Public signature

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina

By: _____

Its: _____

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

PROBATE

)

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Beaufort County, a political subdivision of the State of South Carolina, by _____ its _____, sign, seal and as its act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this _____ day of _____, 2019.

Notary Public for South Carolina
My Commission Expires:

witness signature

Exhibit "A"

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE A10 (16.0'), FIRM PANEL 0115-D COMMUNITY 450025.

REFERENCES

1. PLAT BOOK: 128 PAGE: 14
2. PLAT BOOK: 128 PAGE: 13
3. PLAT BOOK: 57 PAGE: 153
4. DEED BOOK: 3687 PAGE: 1233



LOCALITY MAP NOT TO SCALE

PREPARED FOR:

BAWSA

A SUBDIVISION PLAT OF
SANITARY SEWER
LIFT STATION BR42

A PORTION OF TAX PARCEL No.
R600 041 000 0008 0000

BLUITION
BEAUFORT COUNTY, SOUTH CAROLINA

JOB NO. 28139
FIELD CHECK: JWR
DATE: 08-08-2018
SCALE: 1"=10'
PROJECT NO.: BT-19123
FILE: BT-19123 A/DWG



ATLAS
SURVEYING, INC.

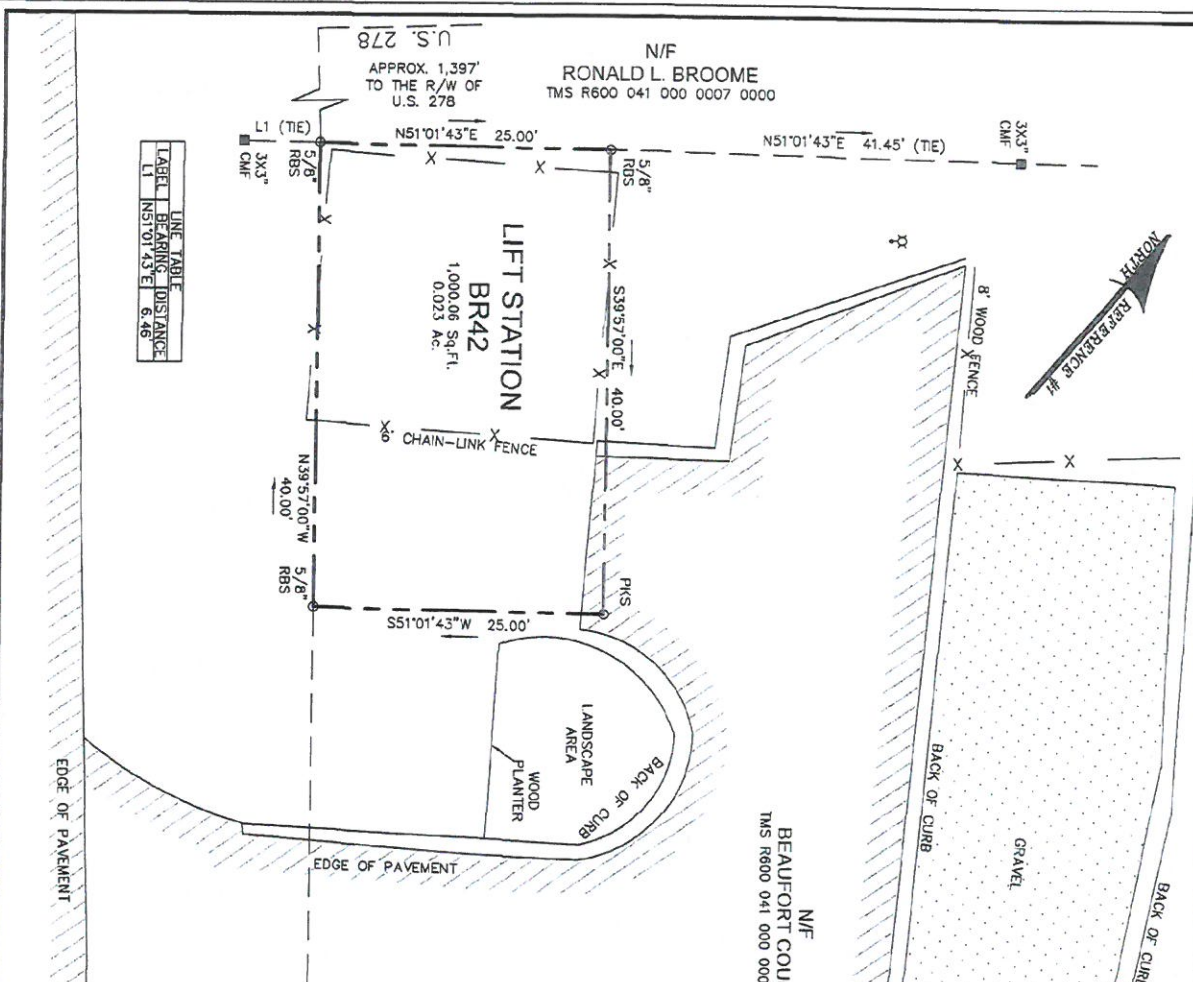
49 BROWN'S COVE ROAD, SUITE #9
FLORENCE, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS SIGNED WITH SEAL

FORDING ISLAND ROAD
EXTENSION 66' R/W



LABEL	LINE BEARING	DISTANCE
L1	N51°01'43"E	6.46

U.S. 278
APPROX. 1,397'
TO THE R/W OF
U.S. 278

N/F
RONALD L. BROOME
TMS R600 041 000 0007 0000

N/F
BEAUFORT COUNTY
TMS R600 041 000 0008 0000

LEGEND

- CONG. MONUMENT FOUND
- IRON REBAR SET
- PK NAIL SET
- ⊕ LIGHT POLE

ORDINANCE 2019 / _____

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY KNOWN AS BOB JONES FIELD OR BOB JONES PARK

WHEREAS, Beaufort County is the owner of certain property which is located in the City of Beaufort and which is known in the community generally as Bob Jones Field or Bob Jones Park. The address of the property is 2712 Jones Avenue and 304 Burroughs Avenue. It consists of three parcels (R120 003 000 0842 000, R 120 003 000 0843 000 and R120 003 000 0844 000) all of which collectively total approximately 4.31 acres more or less; and

WHEREAS, Beaufort County received this land from the City of Beaufort several years ago with the condition that the land be used for recreational purposes and that it be returned to the City if ever the County stops using the property for these purposes. The County has used the property for recreational purposes ever since receiving it; and

WHEREAS, Holy Trinity School is located in the City of Beaufort on property which adjoins Bob Jones Field. The school would like to expand onto the field. The City believes the presence of the school is a benefit to the City and would like the school to remain in its current location and to be able to expand onto the field. To this end the City has authorized the County to sell the property to the school for the amount of \$387,900 provided that the County use these funds on parks and recreation programs, services and infrastructure in the City of Beaufort exclusively, which the County has agreed to do; and

WHEREAS, the County and Holy Trinity School have further agreed that in addition to the sales price stated above, and as further consideration for the sale of the property, Holy Trinity will, if after purchasing the property, it decides to leave its current location without expanding the footprint of the school onto the field, offer to sell the property back to the County for the value of the land as determined by a certified appraiser at that time. If, within twenty (20) years of the date of sale, Holy Trinity decides to leave its current location after expanding the footprint of the school onto the field so that the field can no longer be used as a recreational facility, it agrees to pay Beaufort County the full current appraised value (land and improvements) of \$444,000.

NOW, THEREFORE, BE IT ORDAINED, that Beaufort County Council does hereby authorize the County Administrator to execute any and all documents necessary to effectuate the sale of the above referenced property to Holy Trinity School on the conditions set forth above.

This _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

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

RESOLUTION 2019 /__

A RESOLUTION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH BLUFFTON TOWNSHIP FIRE DISTRICT FOR FINANCIAL PARTICIPATION TO THE CONSTRUCTION OF FIRE AND EMS STATION #31

WHEREAS, Bluffton Township Fire District (“BTFD”) provides fire and emergency services to the citizens and visitors of Bluffton Township; and

WHEREAS, Beaufort County Emergency Medical Services (“EMS”) provides emergency patient care for the citizens and visitors of Beaufort County; and

WHEREAS, the aforementioned parties desire to jointly occupy the newly constructed facility which shall in turn result in an improvement of public services and the ability to further their mutually shared goals; and

WHEREAS, it is mutually agreed that the aforementioned parties contribute financially to the construction of the facility and desire to enter into this mutually beneficial arrangement; and

NOW THEREFORE, BE IT RESOLVED, that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Memorandum of Agreement with the Bluffton Township Fire District attached hereto and made part of this Resolution.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER

Legal Review Process Instructions



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 - 0068

Originally submitted on: 10/23/2019 2:35:36 PM

Select Type: Ordinance/Resolution

Document Title: Resolution to Enter into a Memorandum of Agreement with BFTD for Station #31

Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date Needed by: 10/24/2019

Description of Document or Any Concerns:

A Resolution to Enter into a Memorandum of Agreement with Bluffton Township Fire District for Financial Participation to the Construction of Fire and EMS Station #31

Is the County receiving a reimbursement or any compensation? Yes No

Description of the Reimbursement or Compensation:

50/50 Financial Participation of the Construction cost for Station 31 - approximately \$1,580,668.

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 Council Committee? Yes No N/A

Which and When

Committee Public Facilities

Meeting 10/7/2019

Date:

Please upload a copy of the minutes where approval was received:

No file attached

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

Attachments:

Resolution MOA Station 31.docx
14.66 KB

2019-10-23T14:37:20

MOA - BFTD and BC - Ashley Jacobs
Packet.pdf
3.48 MB

2019-10-23T14:43:17

No file attached

LEGAL DEPARTMENT USE ONLY- INITIAL REVIEW

Attachments:

No file attached

No file attached

No file attached

- Approved
- On Hold
- Disapproved
- Additional Documents Requested

Comments:

Brittany L. Ward
10:26:05 AM
Legal Staff

10/24/2019

Date / Time

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 - 0014

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

Select One:

- Ordinance / Resolution
- MOA / MOU / IGA
- Other _____
- Lease (Real Property)
- Easement / Right Of Way

Document Title: MOA Beaufort County and Bluffton Township Fire Department Station 31

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 8/8/2019

Description of Document or Any Concerns:

MOA between Beaufort County and Bluffton Township Fire Department for Station 31


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: _____

 BTFD-County MOA Signed 07-31-2019.pdf
533.21 KB


2019-08-01T14:31:54

 18-054 A2.1 FLOOR PLAN-A2.1_10-24-2018.pdf
336.75 KB


2019-08-01T14:32:05

 BTFD EMS Station 31 Design-Build Budget Schedule of Values 3.05.19.pdf
176.47 KB

2019-08-01T14:32:12

 Station 31 Preliminary Estimate Assumptions & Qualifications 3.04.19.docx
22.83 KB

2019-08-01T14:32:23


 No file attached


 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

Additional Documents Requested

Comments:

Christopher S. Inglese

Department Staff


8/7/2019


3:30:03 PM

Date/Time

Click the SAVE and CLOSE buttons on the top ribbon to commit changes if Re-submit button is NOT present

ADDITIONAL DOCUMENTS REQUESTED AREA

 MOA - BTFD and County 08-07-2019 Updated.pdf
50.06 KB

 No file attached

 No file attached

Ne...

2019-08-07T15:24:04

Comments:

Resubmittal approved. Department head to submit a Resolution, AIS, and the MOU to the Public Facilities committee requesting authorization for Administrator to execute the MOU.



**COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT**
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.bcgov.net



TO: Ashley Jacobs, Beaufort County Administrator

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

SUBJ: **Recommendation of Memorandum of Agreement**
Beaufort County and Bluffton Township Fire Department

DATE: August 19, 2019

On August 13, 2018 Beaufort County went into contract with Fraser Construction Company, LLC, for the design and construction of two (2) EMS Stations, one station in southern Beaufort County (Station 31 on Riverside) and the other in northern Beaufort County (Shanklin Road). The Shanklin Road EMS will be a stand alone (EMS only) facility; however, Station 31 is a joint Beaufort County EMS and Bluffton Township Fire District facility. The total cost for the latter, Station 31, is estimated as \$3,373,841. The primary road access point for Station 31 will be shared with a Bluffton Township park; therefore, there will be some shared sitework and infrastructure (earthwork, erosion control, storm drainage, entrance paving, water, sewer, etc) estimated at \$478,322. Bluffton Township will pay fifty percent of this amount and Beaufort County EMS and BTFD will pay the other half (twenty-five percent each). The remaining construction costs for Station 31 will be shared equally between Beaufort County EMS and BTFD with each paying approximately \$1,580,668.

JRM/JWC/bmaf

- Attachments: 1. Memorandum of Agreement
2. Station 31 Design-Build Budget Schedule
3. Legal Review Form

The Parties agree to be mutually financially responsible for the construction of a Fire and EMS Station at 204 New Riverside Road, Bluffton, SC 29910, with current PIN R610 036 000 3215 0000 as described in this Agreement. The Facility shall be occupied by both the BTFD and the EMS, whereby common space shall be mutually used and each entity shall be provided designated space for storing and maintaining equipment.

The BTFD shall commence construction of the Facility on a date mutually agreed upon by the Parties and to diligently complete construction of the Facility thereafter. BTFD agrees to keep County advised as to the progress of construction of the Facility and to work with the County to ensure the Facility is constructed in the manner as described herein and in separate agreements.

2. EFFECTIVE DATE AND TERM.

a. *Effective Date.* This Agreement shall be effective as of the date first above written (the "Effective Date").

b. *Term.* This Agreement has an initial term beginning on the Effective Date for a period of ten (10) years. This Agreement shall automatically renew for the same period of years, unless one of the Parties elects not to renew following the procedures for terminating this Agreement as stated in Article IV, Paragraph 3. This Agreement shall not be renewed more than two (2) times.

ARTICLE II: CONSTRUCTION OF FACILITY

1. CONTRIBUTIONS.

a. *Contributions by BTFD.* The BTFD agrees to provide the property located at 204 New Riverside Road, Bluffton, SC 29910, with current PIN R610 036 000 3215 0000, for the purpose of constructing the Facility and shall be responsible for fifty percent (50%) of the costs for construction of the Facility, unless otherwise exempt from responsibility as stated in this Agreement.

b. *Contributions by County.* The County and the BTFD shall be equally responsible for fifty (50%) of the costs for construction of the Facility, unless otherwise exempt from responsibility as stated in this Agreement. All contributions provided for here, are subject to the County's procurement procedures including necessary approval by Beaufort County Council.

2. PROCEDURE.

a. *Sitework.*

i. The BTFD and the Town, in a separate agreement have agreed for the Town to pay fifty percent (50%) of the overall cost of sitework preparation for the following areas:

1. The entrance driveway to the property up to the station;
2. The cut through intersection improvements on New Riverside Drive;
3. Utility accesses on the Property; and
4. Stormwater retention ponds.

The remaining fifty percent (50%) of the cost remaining after the Town's payment shall be split equally between the Parties; specifically, the County shall be responsible for twenty-five percent (25%) and the BTFD shall be responsible

for twenty-five percent (25%) of the cost of sitework stated in this Section.

ii. The Parties agree to split the remaining sitework preparation cost equally. Specifically, each party shall be responsible for fifty percent (50%) of the total cost of sitework preparation for the following areas:

1. The building pad;
2. Driveways, sidewalks, asphalt, and concrete paving;
3. Grading to provide for water runoff to the retention areas; and
4. On-site gutters and curbs.

iii. Any additional areas or sitework preparation not included in the exclusive lists stated in this Section must be mutually agreed upon in writing. The cost of any additional sitework preparation agreed upon by the Parties shall be split equally. Specifically, each party shall be responsible for fifty percent (50%) of the total cost of the additional sitework preparation.

b. *Design and Permits.* The County has contracted with Fraser Construction to design the Facility. The BTFD shall be added as a party to the said contract by a Change Order as stipulated in the terms of the contract. The final design shall be approved in writing by the Parties ("Final Design").

c. *Changes to Design.* The Parties agree if either party requests a change to the Final Design, the requesting party shall be responsible for one hundred percent (100%) of any additional costs associated with the change to the design. If the change to the Final Design is mutually beneficial and the Parties agree in writing to the said change, the Parties shall each pay fifty percent (50%) of the cost for said change.

d. *Contractor.* Following Beaufort County Procurement Procedures, the Parties agree to contract with Fraser Construction Company, LLC for the construction of the Facility (hereinafter the "Contractor"). The Parties shall mutually agree in a separate agreement to the specific terms for the construction of the Facility.

e. *Invoices.* The Contractor shall provide a monthly invoice showing an itemized list of the costs to both Beaufort County Engineering and BTFD. Notices shall be provided to those addresses stated in this Article.

f. *Payment.* Beaufort County shall pay the entire monthly invoice directly to the Contractor. Beaufort County shall submit to BTFD an invoice for payment of BTFD's applicable portion owed. All payments from BTFD to Beaufort County shall be received by Beaufort County within thirty (30) days of receipt of the invoice.

g. *Delivery of Invoices and Payments.* This Paragraph is only for the purposes of invoicing under this Article. The Parties agree that invoices shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To:

Beaufort County _____
P.O. Drawer _____
Beaufort, SC 29901
Phone: 843-255-2027

If to BTFD, To:

Fire Chief
357 Fording Island Road
Okatie, SC 29909

ARTICLE III: OPERATION OF FACILITY

1. FACILITY MAINTENANCE
 - a. *General Maintenance.* The BTFD shall be solely responsible for managing and performing maintenance of the Facility. Maintenance includes preventative and corrective action necessary to maintain the Facility. This Section applies to the building in its entirety, including common space and space that is specifically designated to either party.
 - b. *Capital Improvements.* The funding of Facility capital improvements shall be the responsibility of BTFD. Capital improvements include, but are not limited to, renovations, modernization, upgrading, or replacing a component, system, or part of the Facility.
2. TAXES and FEES. The BTFD shall be responsible for any applicable taxes and/or fees associated with the Facility.
3. INSURANCE. Throughout the term of this Agreement, BTFD agrees that it shall be responsible for procuring insurance coverage in an amount sufficient to fully cover the cost of the Facility and shall also procure such contents coverage as may be necessary to cover its property and equipment. In addition, BTFD shall be responsible for procuring general liability insurance in an amount not less than \$1,000,000.00 and shall name the County as an additional insured on policy. The BTFD shall provide certificates of such insurance coverages to the County prior to commencement of construction of the Facility.

The County shall be responsible for procuring its own contents coverage insurance. The County shall provide BTFD with a certificate of commercial general liability insurance in an amount not less than \$1,000,000.00 and shall name BTFD as an additional insured on such policy.

ARTICLE IV: MISCELLANEOUS

1. MUTUAL COOPERATION AND NOTICE. Notwithstanding anything contained herein, the County and the BTFD each agree to cooperatively pursue their obligations set forth herein in good faith. All notices to be provided hereunder shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2027

With Copy to: Beaufort County Director of Public Safety
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2055

If to BTFD, To: Fire Chief
357 Fording Island Road
Okatie, SC 29909

With Copy to:

Board Chairperson
Bluffton Township Fire District
357 Fording Island Road
Okatie, SC 29909

2. **DEFAULT.** In the event of a default by either party, the non-defaulting party must allow the defaulting party a period of thirty (30) days in which to cure the alleged breach. If, after the receipt of such notice, the defaulting party has not cured the breach, the other party may elect to immediately terminate this Agreement. The non-defaulting party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to any action for specific performance of obligations recited in this Agreement. The defaulting party shall thereafter not be entitled to any compensation arising under this Agreement.

3. **TERMINATION.** After the initial term provided in Article I, Section 2 either party may terminate this Agreement by notifying the other party in writing with no less than six (6) months' notice; however the Parties agree to a consenting transition plan of at least twelve (12) months from the date of notice. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

This Agreement shall automatically terminate if the following two conditions are met:

- 1) The Parties confirm in writing construction is complete; and
- 2) An Occupancy Agreement has been agreed upon and executed by both Parties.

4. **DISPUTE RESOLUTION.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The initial disputing party shall be responsible for cost of mediation.

5. **LIABILITY.** Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Memorandum.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter

7. **CONFLICTING TERMS.** In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all future agreements associated with the Facility, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.

8. **AMENDMENT.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

9. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may

assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

10. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
11. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
12. **CAPTIONS.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
13. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
14. **WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
15. **APPLICABLE LAW.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance, or other breach shall be filed in Beaufort County, South Carolina.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

BEAUFORT COUNTY

By: _____
Ashley M. Jacobs
Beaufort County Administrator

WITNESSES:



Bluffton Township Fire Department

By: 
John W. Thompson, Jr.
Fire Chief, Bluffton Township Fire District



BTFD Station 31
 Schedule of Values
 March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EIMS Sitework	Bluffton BTFD Shared Sitework	Construction Phase	Current Total	Notes
1	Pre-Construction Project Management	\$ 18,679	\$ -	\$ -	\$ -	\$ -	\$ 18,679	
2	Architect Design Fees	\$ 126,500	\$ -	\$ -	\$ -	\$ -	\$ 126,500	
3	Landscape Architect Design Fees	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ 11,500	
4	Civil Engineering Fees	\$ 42,280	\$ 18,078	\$ -	\$ 24,368	\$ 11,054	\$ 95,780	
5	Design Reimbursable	\$ 3,077	\$ 1,923	\$ -	\$ -	\$ -	\$ 5,000	
6	Geotechnical Report	\$ 6,990	\$ 2,330	\$ -	\$ -	\$ -	\$ 9,320	
7	Tree & Topo Survey	\$ 4,414	\$ 4,086	\$ -	\$ -	\$ -	\$ 8,500	
8	BTWSA Water, Sewer & Meter Fees	\$ 15,311	\$ -	\$ -	\$ -	\$ -	\$ 15,311	
9	Road Impact Fees	\$ 19,669	\$ -	\$ -	\$ -	\$ -	\$ 19,669	
10	Fire Impact Fees	\$ 10,160	\$ -	\$ -	\$ -	\$ -	\$ 10,160	
11	Bluffton Development Fees	\$ 5,235	\$ -	\$ -	\$ -	\$ -	\$ 5,235	
12	Blueprints	\$ 1,605	\$ -	\$ -	\$ -	\$ -	\$ 1,605	
13	General Conditions	\$ -	\$ -	\$ -	\$ -	\$ 283,097	\$ 283,097	
14	3rd Party Testing Allowance	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
15	Rubbish Removal & Clean-up	\$ -	\$ -	\$ -	\$ -	\$ 41,256	\$ 41,256	
16	Lay-out & As-built Survey	\$ -	\$ -	\$ -	\$ -	\$ 15,100	\$ 15,100	
17	Concrete	\$ -	\$ -	\$ -	\$ -	\$ 109,941	\$ 109,941	
18	Concrete Masonry Units	\$ -	\$ -	\$ -	\$ -	\$ 126,098	\$ 126,098	
19	Brick	\$ -	\$ -	\$ -	\$ -	\$ 24,930	\$ 24,930	Waterable Only
20	Structural Steel	\$ -	\$ -	\$ -	\$ -	\$ 42,696	\$ 42,696	
21	Metal Bollards	\$ -	\$ -	\$ -	\$ -	\$ 2,628	\$ 2,628	
22	Light Gauge Metal Framing	\$ -	\$ -	\$ -	\$ -	\$ 22,470	\$ 22,470	
23	Miscellaneous Steel	\$ -	\$ -	\$ -	\$ -	\$ 3,237	\$ 3,237	
24	Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 153,696	\$ 153,696	
25	Millwork & Finish Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 6,773	\$ 6,773	
26	Exterior Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 36,840	\$ 36,840	
27	Shutters	\$ -	\$ -	\$ -	\$ -	\$ 9,881	\$ 9,881	
28	Fences & Gates	\$ -	\$ -	\$ -	\$ -	\$ 9,800	\$ 9,800	
29	Wannay Reserve	\$ -	\$ -	\$ -	\$ -	\$ 3,251	\$ 3,251	
30	Cabinets & Tops	\$ -	\$ -	\$ -	\$ -	\$ 47,370	\$ 47,370	Includes lockers
31	Building Insulation	\$ -	\$ -	\$ -	\$ -	\$ 17,639	\$ 17,639	
32	Metal Roofing	\$ -	\$ -	\$ -	\$ -	\$ 80,472	\$ 80,472	
33	Flashing & Gutters	\$ -	\$ -	\$ -	\$ -	\$ 11,521	\$ 11,521	
34	Caulking	\$ -	\$ -	\$ -	\$ -	\$ 5,341	\$ 5,341	
35	Hollow Metal Doors & Frames	\$ -	\$ -	\$ -	\$ -	\$ 14,796	\$ 14,796	
36	Wood Doors	\$ -	\$ -	\$ -	\$ -	\$ 11,038	\$ 11,038	
37	Access Doors	\$ -	\$ -	\$ -	\$ -	\$ 669	\$ 669	
38	Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 31,000	\$ 31,000	
39	Hurricane Protection for Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
40	Windows	\$ -	\$ -	\$ -	\$ -	\$ 10,005	\$ 10,005	
41	Hardware	\$ -	\$ -	\$ -	\$ -	\$ 11,515	\$ 11,515	
42	Glaze And Glazing	\$ -	\$ -	\$ -	\$ -	\$ 2,913	\$ 2,913	
43	Final Cleaning	\$ -	\$ -	\$ -	\$ -	\$ 1,650	\$ 1,650	
44	Drywall	\$ -	\$ -	\$ -	\$ -	\$ 32,772	\$ 32,772	
45	FRP Wall Panels	\$ -	\$ -	\$ -	\$ -	\$ 4,758	\$ 4,758	
46	Stucco	\$ -	\$ -	\$ -	\$ -	\$ 16,884	\$ 16,884	App. Bay Front & Sides (see elevations)
47	Ceramic Tile	\$ -	\$ -	\$ -	\$ -	\$ 14,112	\$ 14,112	
48	Acoustical Ceilings	\$ -	\$ -	\$ -	\$ -	\$ 6,588	\$ 6,588	
49	Resilient Flooring	\$ -	\$ -	\$ -	\$ -	\$ 20,914	\$ 20,914	
50	Exercise Room Flooring	\$ -	\$ -	\$ -	\$ -	\$ 2,790	\$ 2,790	
51	Sealed Concrete	\$ -	\$ -	\$ -	\$ -	\$ 13,441	\$ 13,441	LVL to match Station 31
52	Painting	\$ -	\$ -	\$ -	\$ -	\$ 50,517	\$ 50,517	
53	Knox Box	\$ -	\$ -	\$ -	\$ -	\$ 535	\$ 535	
54	Fire Extinguishers	\$ -	\$ -	\$ -	\$ -	\$ 2,164	\$ 2,164	
55	Toilet Accessories	\$ -	\$ -	\$ -	\$ -	\$ 5,322	\$ 5,322	
56	Toilet Partitions	\$ -	\$ -	\$ -	\$ -	\$ 5,210	\$ 5,210	

BTFD Station 31
Schedule of Values
March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EMS Siterwork	Bluffton BTFD Shared Siterwork	Construction Phase	Current Total	Notes
57	Window Treatments	\$ -	\$ -	\$ -	\$ -	\$ 4,250	\$ 4,250	
58	Interior Signs	\$ -	\$ -	\$ -	\$ -	\$ 1,768	\$ 1,768	Allowance
59	Monument Sign	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	Allowance
60	Shelving	\$ -	\$ -	\$ -	\$ -	\$ 6,214	\$ 6,214	
61	Exercise Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By BTFD/EMS
62	Fla. Pole	\$ -	\$ -	\$ -	\$ -	\$ 3,538	\$ 3,538	Allowance
63	Appliances	\$ -	\$ -	\$ -	\$ -	\$ 22,009	\$ 22,009	By BTFD/EMS
64	Ice Maker & Extractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
65	Fire Protection	\$ -	\$ -	\$ -	\$ -	\$ 47,760	\$ 47,760	
66	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 123,500	\$ 123,500	
67	HVAC	\$ -	\$ -	\$ -	\$ -	\$ 97,536	\$ 97,536	
68	Electrical	\$ -	\$ -	\$ -	\$ -	\$ 235,688	\$ 235,688	Includes Diesel Generator-Fuel NIC
69	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
70	Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Included in Electrical
71	Site Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Leased
72	Clearing & Earthwork	\$ -	\$ -	\$ 121,448	\$ 105,943	\$ -	\$ 227,391	Ward Edwards Estimate
73	Soil Treatment	\$ -	\$ -	\$ -	\$ -	\$ 2,357	\$ 2,357	
74	Driv. Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	None Included
75	Asphalt Paving	\$ -	\$ -	\$ 17,665	\$ 29,250	\$ -	\$ 46,915	Ward Edwards Estimate
76	Concrete Curbs, Sidewalks and Paving	\$ -	\$ -	\$ 104,200	\$ 32,160	\$ -	\$ 136,360	Ward Edwards Estimate
77	Erosion Control	\$ -	\$ -	\$ 10,000	\$ 20,500	\$ -	\$ 30,500	Ward Edwards Estimate
78	Fine Grading	\$ -	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 33,000	Ward Edwards Estimate
79	Planting & Irrigation	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	Allowance
80	Site Utilities	\$ -	\$ -	\$ 33,200	\$ 80,900	\$ -	\$ 114,100	Ward Edwards Estimate
81	Siterwork Contingency @ 10%	\$ -	\$ -	\$ 34,363	\$ 31,805	\$ -	\$ 66,168	
82	Subtotal	\$ 265,420	\$ 26,417	\$ 385,876	\$ 342,926	\$ 1,911,304	\$ 2,931,943	
83	Builders Risk Insurance	\$ 1,348	\$ 134	\$ 1,960	\$ 1,742	\$ 9,709	\$ 14,894	
84	General & Umbrella Liability Insurance	\$ 3,155	\$ 314	\$ 4,587	\$ 4,076	\$ 22,719	\$ 34,851	
85	Municipal Fees	\$ 304	\$ 30	\$ 442	\$ 393	\$ 2,190	\$ 3,359	
86	Payment And Performance Bond	\$ 2,897	\$ 288	\$ 4,212	\$ 3,743	\$ 20,861	\$ 32,001	
87	Building Permit	\$ 2	\$ -	\$ 3	\$ 3	\$ 16	\$ 25	By Owner
82	Subtotal	\$ 273,126	\$ 27,183	\$ 397,080	\$ 352,883	\$ 1,966,799	\$ 3,017,073	
89	Overhead & Fee	\$ 17,253	\$ 1,767	\$ 25,810	\$ 22,938	\$ 127,842	\$ 196,110	
90	Estimate Total	\$ 290,879	\$ 28,950	\$ 422,890	\$ 375,821	\$ 2,094,641	\$ 3,213,183	
	5% Contingency	\$ 14,544	\$ 1,448	\$ 21,145	\$ 18,791	\$ 104,732	\$ 160,659	
	Project Budget Total	\$ 305,423	\$ 30,398	\$ 444,035	\$ 394,612	\$ 2,199,373	\$ 3,373,842	
				53.95%	47.85%			
		BTFD	EMS	BLUFFTON	TOTAL			
	SHARED COST %	25%	25%	50%	100%			
	BTFD/EMS COST %	50%	50%		100%			
	Design & Permit BTFD/EMS	\$ 152,712	\$ 152,712	\$ -	\$ 305,423			
	Design & Permit Shared	\$ 7,600	\$ 7,600	\$ 15,199	\$ 30,398			
	BTFD/EMS Siterwork	\$ 222,017.50	\$ 222,017.50	\$ -	\$ 444,035			
	Bluffton/BTFD/EMS Shared Siterwork	\$ 98,653	\$ 98,653	\$ 197,306	\$ 394,612			
	Construction Phase	\$ 1,099,687	\$ 1,099,687	\$ -	\$ 2,199,373			
	Total	\$ 1,580,668	\$ 1,580,668	\$ 211,505	\$ 3,373,841			



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Stokes Toyota Transportation Impact Fee Credit Request

Council Committee:

Public Facilities

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director in cooperation with Mr. Rob McFee, Director of Construction, Engineering & Facilities

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). In 2005 Stokes Toyota, as part of their plans, were involved in the construction of two additional connector roads that were labeled as "Island West Parkway" (North/South Road) and Toyota Drive (East/West Road)(see attached May 17, 2019 letter from Carolina Engineering) JJ Stokes is requesting that the County authorize an impact fee credit/refund in the amount of \$51,455.00.

Points to Consider:

These improvements are detailed in the Beaufort County CIP, as a system improvement ,as required by Section 82.88 of the Impact Fee Ordinance and provide relief on Hwy. 278 due the amount of internal access that may occur for individuals entering and exiting the site from adjacent properties.

The North/South Road known as Island West Parkway was a 50/50 share between Stokes and an adjacent property owner at a cost of \$325,328.78.

The East/West Road known as Toyota Drive, was installed, by Stokes, at a cost of \$172,977.00.

Funding & Liability Factors:

The request, if approved, will result in a transportation impact fee credit/refund of \$51,455.00.

Council Options:

Approve the Credit/Refund in the amount of up to \$51,455.00.

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

Recommendation:

Staff recommends approval of the credit request due to the fact that the improvements meet the requirements of Section 82.88 (a) which provides for impact fee credits in cases of "...any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP." These improvements reduce trips and potentially relieves congestion on Hwy. 278. These are system improvements identified in the CIP.



CAROLINA ENGINEERING
CONSULTANTS, INC.

P.O. Box 294
Beaufort, SC 29901

(843) 322-0553
(843) 322-0556 Fax

May 17, 2019

Mr. JJ Stokes
Stokes Toyota - Bluffton
Via Email: jj@stokesinc.com

Re: Stokes Toyota - Bluffton
Beaufort, SC
J - 1859

Dear Mr. Stokes:

At your request, we have reviewed the site development plans and the site contractor's contract in an effort to estimate the cost of the two roads that were dedicated to the County as part of the Stokes Toyota project. The two roads consist of the north/south road and the east/west road.

The construction of the north/south road was split between you (Stokes) and another property owner (Hatchell) at 50% each and this was noted in the original contract so the cost paid by Stokes for this road was fairly easy to estimate.

The east/west road was paid for by Stokes only and wasn't split out in the original contact so it was necessary to estimate the cost for this road. The original contract was used to determine appropriate unit prices to estimate the construction cost.

Please see the attached for our estimates associated with the cost for each of these roads. If you should have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Jeff P. Ackerman, P.E.
Carolina Engineering Consultants, Inc.

Graves Tract PUD
Estimated Cost for North/South Road
Prepared by: Carolina Engineering
Date: May 15, 2019

North / South Road

Land Cost

Land Cost R/W	\$	388,448.00
Sub-Total, Land Cost =		\$ 388,448.00

Engineering & Surveying

Est. Engineering & Surveing	\$	25,000.00
Sub-Total, Eng. & Surv.=		\$ 25,000.00

Construction

Mobilization	\$	5,160.95
Clearing and Grubbing	\$	12,925.00
Earthwork	\$	39,723.25
Grading	\$	19,405.00
8" Base Course	\$	45,437.70
Prime Coat	\$	2,318.25
2" Asphalt Wearing Surface	\$	29,209.95
DOT Asphalt Decel	\$	26,759.70
Curb and Gutter	\$	26,853.75
Grassing	\$	4,416.00
Sub-Total, Construction =		\$ 212,209.55

Sub-Total, North / South Road =	\$	625,657.55
Less 50% - Land/Construction Paid by Others =	\$	300,328.78
Total, North / South Road (Stokes) =	\$	325,328.78

Note: Constrution Costs Obtained from Actual Contract
Storm drainage not included in estimate

Graves Tract PUD
Estimated Cost for East/West Road
Prepared by: Carolina Engineering
Date: May 15, 2019

East / West Road

Land Cost

Land Cost R/W	\$	105,289.00
Sub-Total, Land Cost =		\$ 105,289.00

Engineering & Surveying

Est. Engineering & Surveing	\$	15,000.00
Sub-Total, Eng. & Surv.=		\$ 15,000.00

Construction

Mobilization	\$	2,500.00
Clearing and Grubbing	\$	2,750.00
Earthwork	\$	10,766.00
Grading	\$	5,260.00
8" Base Course	\$	12,936.00
Prime Coat	\$	660.00
2" Asphalt Wearing Surface	\$	8,316.00
Curb and Gutter	\$	9,000.00
Grassing	\$	500.00
Sub-Total, Construction =		\$ 52,688.00

Total, East / West Road (Stokes) = \$ 172,977.00

Note:

Constrution Costs Estimated from Actual Contract

Storm drainage not included in estimate

NO.	DESCRIPTION	DATE	BY
1	REVISED PER COUNTY COMMENTS	7/27/05	RAG
2	REVISED THESE IN POND AREA	7/27/05	RC
3			
4			
5			
6			
7			
8			

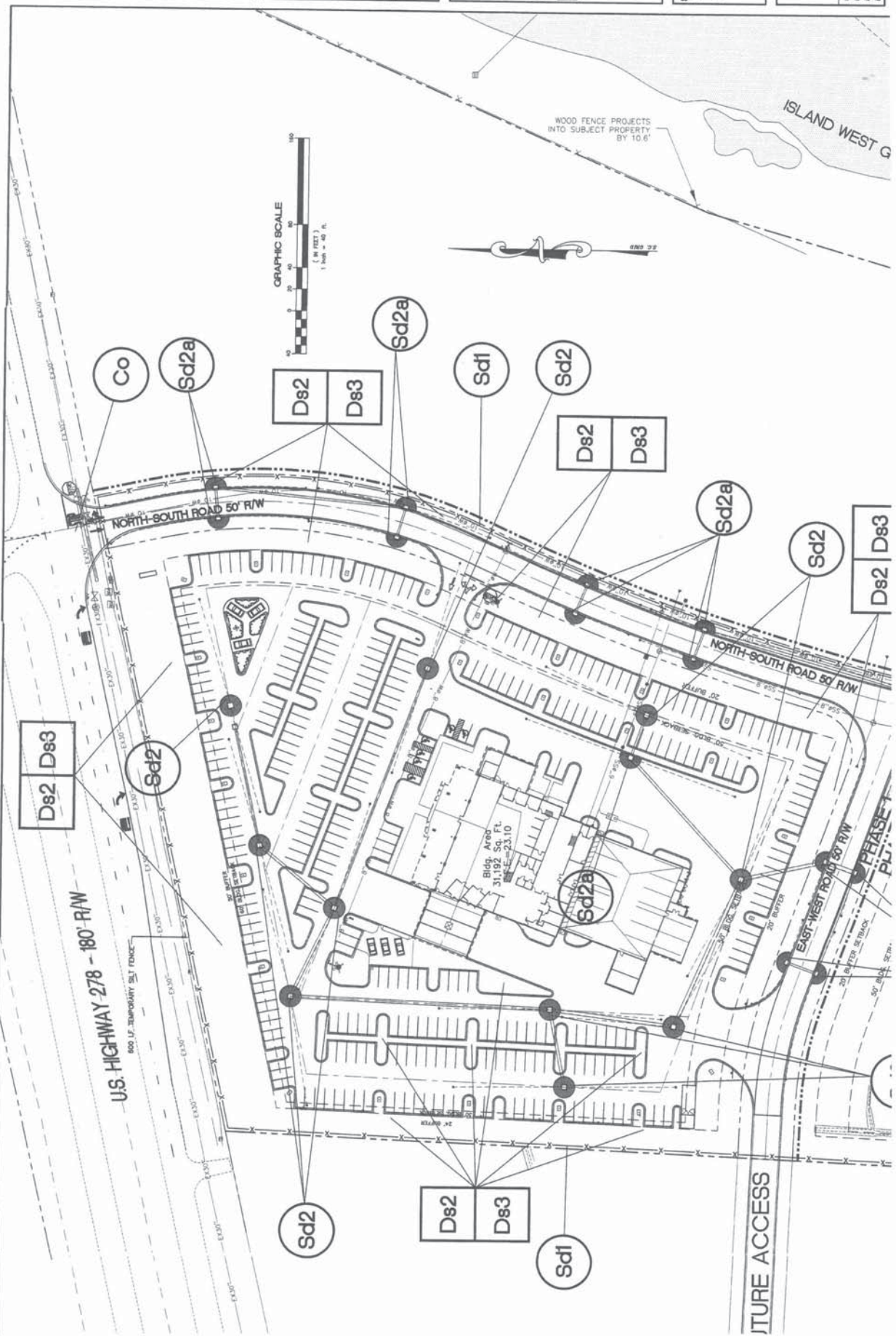
PLAN REVISIONS

THE DESIGNS AND DATA PRESENTED IN THESE DRAWINGS ARE THE PROPERTY OF SAJ AND ENGINEERS, THE REPRODUCTION, COPY, OR USE OF THESE PLANS OR THE INFORMATION IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. ANY VIOLATION MAY BE SUBJECT TO LEGAL ACTION.

AEC
Andrews Engineering Co., Inc.
 40-A Shalaska Road
 Beaufort, S.C. 29505
 (843) 465-0088 FAX (843) 465-0788

STOKES TOYOTA PHASE 1
 ISLAND WEST COMMERCIAL
 DEVELOPMENT
 BEAUFORT COUNTY, S.C.
 FOR
 J.J. STOKES

SEDIMENT AND EROSION CONTROL PLAN SHEET 1
 DATE DRAWN: 12/04
 LAST REVISED: 7/27/05
 DRAWN BY: RAG
 ENGINEER: A. Stokes





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of a Contract Renewal to Daufuskie Island Ferry Services, LLC for FY20 (October 2019 - June 2020) ferry services to/from Daufuskie Island for \$271,222.56

Council Committee:

Public Facilities Committee

Meeting Date:

October 7, 2019

Committee Presenter (Name and Title):

Monica Spells, Assistant County Administrator and Dave Thomas, Purchasing Director

Issues for Consideration:

- The County has opted to support a ferry service for full-time residents of Daufuskie Island (4% property assessments) for several decades; the program has expanded in recent years to include part-time resident homeowners (6% property assessments).
- The ferry services program operated on a month-to-month extension from July 2019 to September 2019 totaling \$90,407.52 while the ferry contractor explored additional parking options for customers.

Points to Consider:

- The ferry contractor is honoring the same monthly rate of \$30,135.84 from FY19 for FY20.
- The ferry service currently operates from the County's Buckingham Landing in the Buckingham Landing Community Preservation District (BLCP), which was selected as the ferry embarkation site after the previous site (Palmetto Bay Marina) was destroyed due to the effects of Hurricane Matthew in the fall of 2016.
- The BLCP's purpose is to conserve the existing residential neighborhood and to improve the quality of life and public safety for residents; several residents in this area have contacted the County with concerns about the ferry operating from this location.
- The ferry contractor is working with Palmetto Breeze Transit on an improved solution for off-site parking and shuttle service.
- The County has a separate agreement with the ferry contractor for parking management (\$1,000/month); Palmetto Breeze Transit historically provided this service.
- The County has a separate agreement with Palmetto Breeze Transit to issue and manage photo ID cards for individuals using the ferry service (\$4,200).

Funding & Liability Factors:

- The County's FY20 grant application via the Communications and Accountability Department to the SC Department of Transportation for a maximum amount of \$80,000 in State Transit Mass Funds was successful.
- The County receives an average of \$45,000 annually in ridership fees.
- Demand for the ferry services and parking during early spring to late summer is increasing; the County will need to evaluate funding level and ridership fees for FY21.

Council Options:

- Approve or disapprove the contract renewal.

Recommendation:

- Approve the contract renewal.



Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

1 October 2019

Daufuskie Island Ferry Services, LLC
Attn: Mr. Doug Egly, CEO
10 Haig Point Circle
Hilton Head Island, SC 29928

Re: Contract for Ferry Transportation Services – Daufuskie Island

It is a great pleasure to inform you that Beaufort County wishes to renew the above mentioned contract for a nine-month period at a rate of \$30,135.84 for the period of October 1, 2019 to June 30, 2020.

We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or tmyers@bcgov.net if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas
Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Brewer Memorial Park 2019 JOA and Operating Policy

Council Committee:

Natural Resources Committee - September 16, 2019

Meeting Date:

September 23, 2019

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

A revised Joint Ownership Agreement (JOA) between the County and BCOLT for Brewer Memorial Park.

A new Operating Policy between the County and BCOLT for Brewer Memorial Park.

Points to Consider:

With the construction of the new stormwater demonstration site at Brewer Memorial Park, revisions to the original 2011 JOA, and the development of a more specific operating and maintenance policy, are necessary. County staff/Legal and BCOLT agree to the documents as written.

Funding & Liability Factors:

None

Council Options:

1) Approve the 2019 JOA and Operating Policy as written; 2) Approve the 2019 JOA and Operating Policy with revisions; 3) Do not approve the 2019 JOA and Operating Policy

Recommendation:

Approve the County Administrator to execute the Brewer Memorial Park 2019 Joint Ownership Agreement and Operating Policy as written.

ORDINANCE 2019/ ____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE BREWER MEMORIAL PARK 2019 JOINT OWNERSHIP AGREEMENT AND OPERATING POLICY WITH THE BEAUFORT COUNTY OPEN LAND TRUST

WHEREAS, Beaufort County (“County”) and the Beaufort County Open Land Trust (“BCOLT”) are joint owners of certain real property in Beaufort County, South Carolina known as Brewer Memorial Park (aka Factory Creek Vista) on Lady’s Island under and by virtue of that certain general warranty deed dated December 9, 2011 and recorded at Deed Book 03104, Pages 1056-1058, Beaufort County, South Carolina recorded (said real property being referred to hereinafter as “Property”); and

WHEREAS, the County is the owner of a 49% undivided interest in the Property and BCOLT is the owner of a 51% undivided interest in the Property; and

WHEREAS, County Council finds that it is in the best interests of County citizens, residents and visitors to enter into a Joint Ownership Agreement and an Operating Policy with BCOLT, which designate shared ownership, operating and maintenance responsibilities between the parties.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Brewer Memorial Park 2019 Joint Ownership Agreement and Operating Policy with the Beaufort County Open Land Trust, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

BREWER MEMORIAL PARK

(aka Factory Creek Vista)

JOINT OWNERSHIP AGREEMENT

This agreement made and entered into this ____ day of _____, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (referred to hereinafter as the “County”), and the Beaufort County Open Land Trust, a South Carolina non-profit corporation, (referred to hereinafter as “BCOLT”) as follows:

WHEREAS, the County and BCOLT are joint owners of certain real property in Beaufort County, South Carolina known as Brewer Memorial Park (aka Factory Creek Vista) on Lady’s Island under and by virtue of that certain general warranty deed dated December 9, 2011 and recorded at Deed Book 03104, Pages 1056-1058, Beaufort County, South Carolina recorded (said real property being referred to hereinafter as “Property”); and

WHEREAS the County is the owner of a 49% undivided interest in the Property and BCOLT is the owner of a 51% undivided interest in the Property; and

WHEREAS, the County and BCOLT intend by this Agreement to delineate their respective rights, duties, and obligations respecting the joint ownership and use of the Property.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, BE IT AGREED AS FOLLOWS:

1. JOINT OWNERSHIP

It is acknowledged that the parties to the Agreement jointly own the Property and the respective shares of ownership of the owners are as follows:

Beaufort County	49% undivided interest
Beaufort County Open Land Trust	51% undivided interest

The parties intend that the Property shall be used as a passive park and open space for the enjoyment of the citizens of Beaufort County as provided for in this Agreement. The Property is a memorial to Judith Haskell Brewer in honor of the individual whose private donation initiated and enabled the preservation of the land. A plaque inlaid on a brick monument has been constructed and is maintained by BCOLT as a memorial. Additionally, a small sign commemorating the collaborative purchase, similar to other jointly preserved properties, has been constructed and is to be maintained by the County.

2. INTENDED USAGE

It is agreed that the Property shall be used as a passive park and the Brewer Memorial Park Stormwater Demonstration Site open to the public by mutual consent of both parties and in accord with an Operating Policy agreed to by both parties.

The Property currently has a community pier and dock facility on the site which is under the jurisdiction of the County. It is intended that this pier and dock will remain for the enjoyment of the public with the following understanding:

1. The pier and dock is for non-motorized watercraft only.
2. Recreational fishing is allowed from the dock.
3. Repair and maintenance of the pier and dock is the responsibility of the County.
4. Enforcement and security of the pier and dock is the responsibility of the County.
5. The County will hold the dock facility permit.

BCOLT and the County shall jointly develop an Operating Policy governing the public use of the Property, which can be amended from time to time to reflect the current desires of the parties.

3. INSURANCE

County and BCOLT each shall at all times maintain a policy of liability insurance with limits of liability of at least \$1,000,000.00 per occurrence for the uplands. County will carry liability insurance for the pier and dock.

4. MONITORING AND INSPECTIONS

The property and grounds will be operated and maintained by BCOLT in accordance with the Operating Policy as open space. Monitoring and inspection of the grounds will be conducted by BCOLT.

The pier and dock facility will be operated and maintained by the County in accordance with its applicable policies. Monitoring and inspection of the pier and dock facility will be conducted by County personnel.

The Brewer Memorial Park Stormwater Demonstration Site, as illustrated in Exhibit A, will be operated and maintained by the County in accordance with its applicable policies. Monitoring and inspection of the Brewer Memorial Park Stormwater Demonstration Site will be conducted by County personnel.

5. NOTICE

Each party shall give the other prompt notice of any adverse circumstance or situation arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

Beaufort County, Attn: County Administrator, P.O. Box 1228, Beaufort, SC 29901

Beaufort County Open Land Trust, Attn: Executive Director, P.O. Box 75, Beaufort, SC 29901

6. BREACH OF CONTRACT

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement or that a breach is threatened, the claiming party shall notify the other party of the breach (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the noticed party of such breach (hereinafter, "Second Notice") and demand corrective action.

If the noticed party fails to cure the breach within sixty (60) days after receipt of Second Notice, the claiming party may bring an action at law or in equity in a court of competent jurisdiction.

7. TERMINATION

Either party shall have the right to terminate this Agreement upon six (6) months' prior written notice. In the event either party terminates this Agreement, it shall accompany notice of termination with an offer to purchase the ownership interest of the other party in the Property based upon a current professional (MAI) appraisal of the Property. The noticed party shall have thirty (30) days to respond to the terminating notice with a written confirmation of purchase offer acceptance.

8. OTHER PROVISIONS

- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors, and assigns.
- (b) All prior agreements by or between the parties shall be deemed to have merged into this Agreement, including the Factory Creek Vista Joint Ownership Agreement dated March 2, 2011.
- (c) No amendment or change to this Agreement shall be effective unless made in writing and signed by authorized representative of both parties.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

SO AGREED this ____ day of _____, 2019.

WITNESSES:

BEAUFORT COUNTY

By: _____
Name: Ashley Jacobs
Title: County Administrator

BEAUFORT COUNTY OPEN LAND
TRUST

By: _____
Name: Kristin Williams
Title: Executive Director



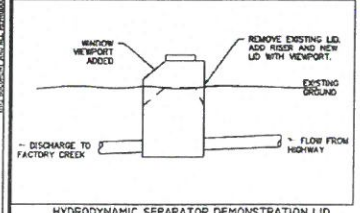
ARMORED TURF



PERMEABLE CONCRETE



POROUS PAVERS



HYDRODYNAMIC SEPARATOR DEMONSTRATION LID

NOTE: EDUCATIONAL SIGNAGE TO BE INSTALLED AT EACH BMP



LIVING SHORELINE



FILTRERRA BIORETENTION



GRAVEL DRIVE



WOODEN BULKHEAD



INFILTRATION TRENCH



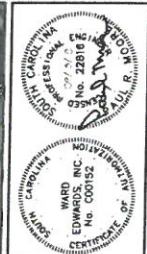
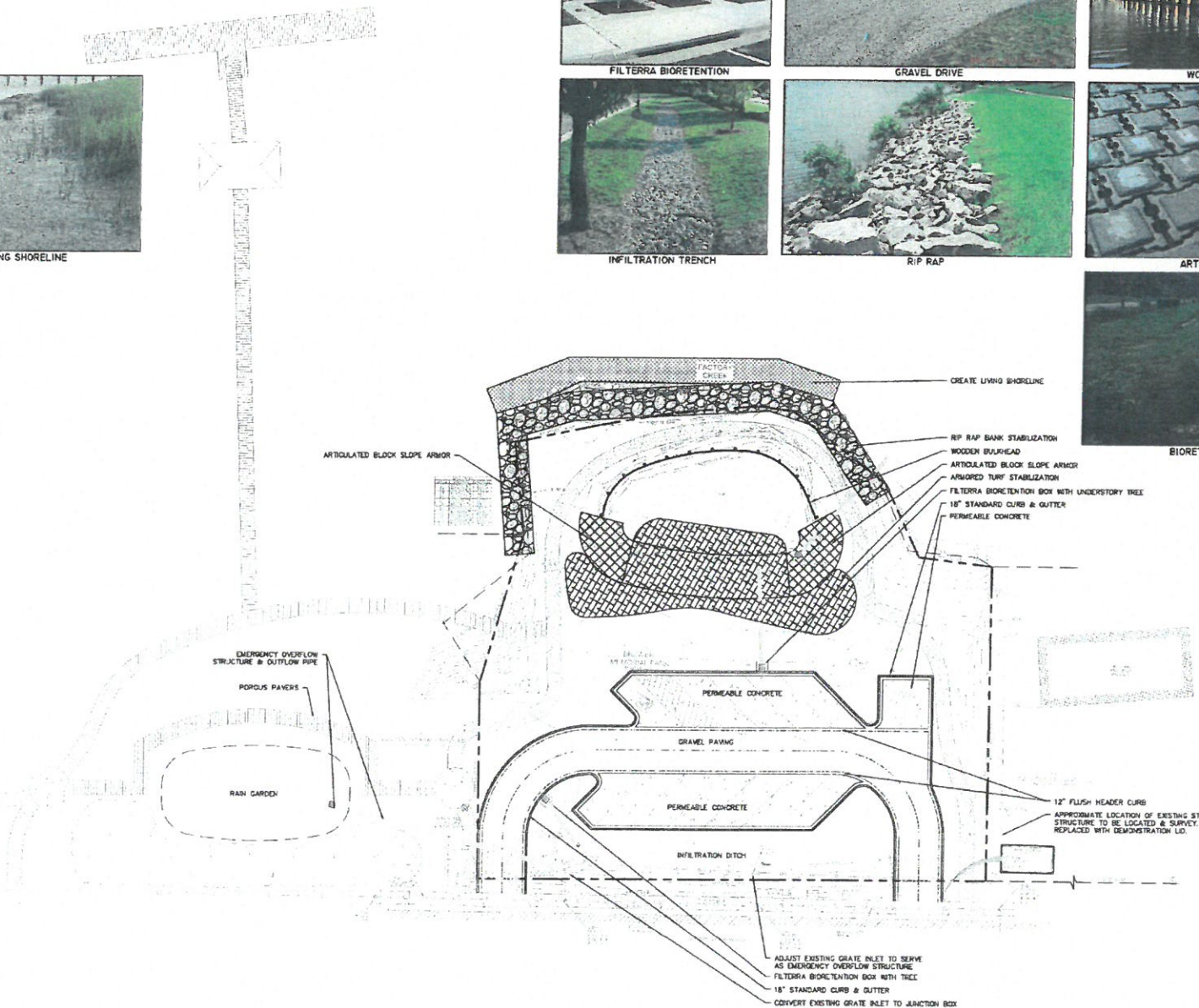
RIP RAP



ARTICULATED BLOCK



BIORETENTION / RAIN GARDEN



NO.	DESCRIPTION	DATE
1		
2		
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10		

Ward Edwards
ENGINEERING
P.O. BOX 10411, RDU AIRPORT, NC 27709
WWW.WARDEDWARDS.COM

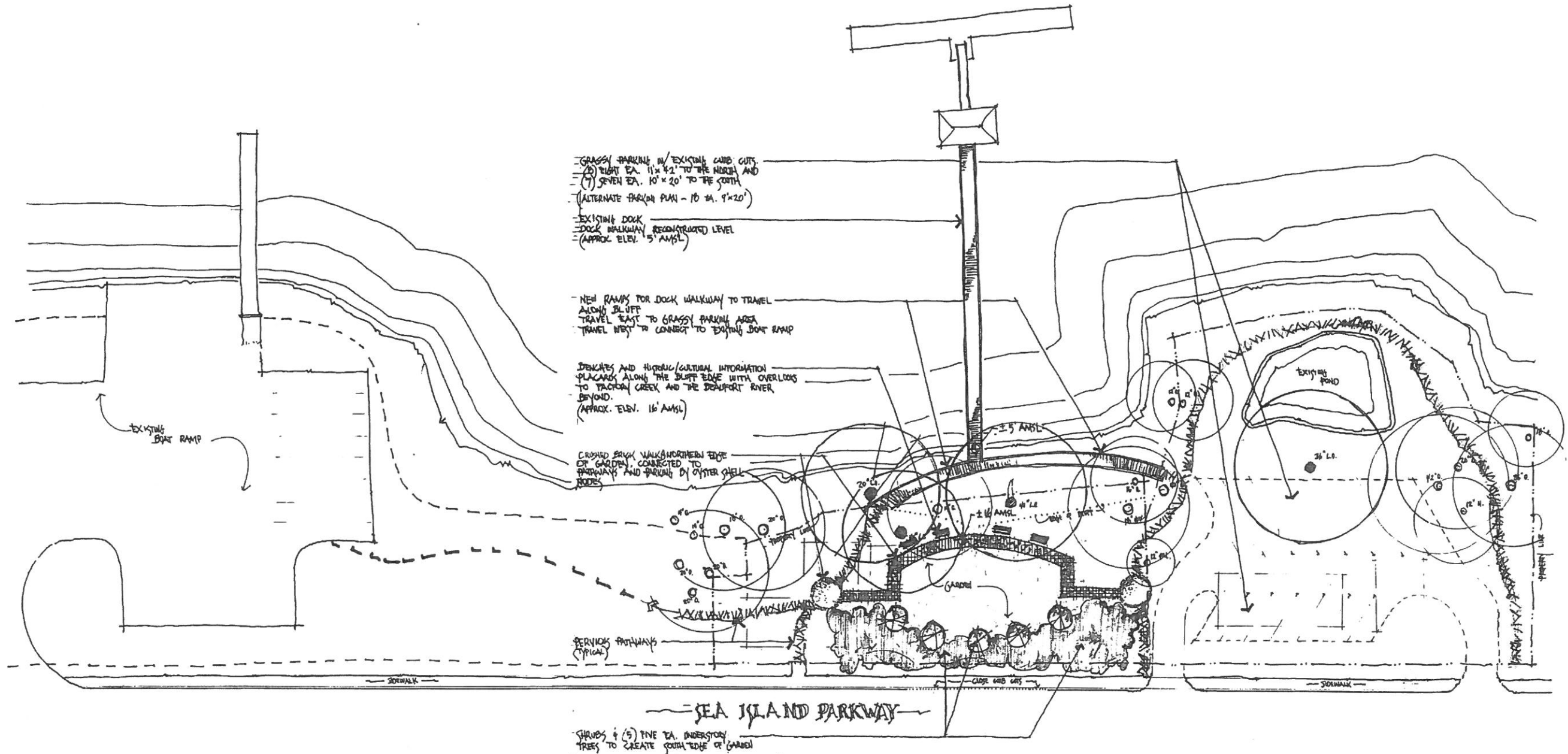
BREWER MEMORIAL PARK
BEAUFORT COUNTY, SOUTH CAROLINA
BEAUFORT COUNTY, SOUTH CAROLINA
CONCEPT PLAN

IF NOT FOR CONSTRUCTION OR RELEASED FOR CONSTRUCTION
PROJECT # _____ ISSUE DATE: 06/13/18
DESIGNED BY: J.N. CHECKED BY: J.N. PLOT SCALE: 1"=20'
SHEET EX.01

BREWER MEMORIAL PARK STORMWATER BMP IMPROVEMENTS

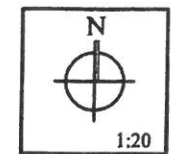


IF THIS SHEET IS PLACED FROM 20" X 30" IT IS A REDUCED PRINT. SCALE ACCORDINGLY



MONTGOMERY
 ARCHITECTURE &
 PLANNING, INC.
 1-17-13
 www.monarchpl.com

Project VISTA
 Factory Creek



BREWER MEMORIAL PARK

(aka Factory Creek Vista)

OPERATING POLICY

As designated by the Brewer Memorial Park Joint Ownership Agreement (JOA), Beaufort County (“County”) and the Beaufort County Open Land Trust (“BCOLT”) mutually agree to the duties and responsibilities as described in this Operating Policy.

PROPERTY DESCRIPTION

The Properties (R200 015 000 0142/143C 0000), known as Brewer Memorial Park (aka Factory Creek Vista), are jointly owned by the County (49%) and BCOLT (51%) and is more particularly described in Exhibit A.

USE OF PROPERTY

Brewer Memorial Park shall be used as a passive park for passive recreation, as described in the JOA and defined by the County’s Community Development Code and also as the Brewer Memorial Park Stormwater Demonstration Site. The County’s Passive Parks Ordinance (2018/53) shall apply to the Property.

HOURS OF OPERATION

Brewer Memorial Park shall be open to the public from dawn to dusk, with the public entrance off U.S. Highway 21 at the south base of the Woods Memorial Bridge on Lady’s Island.

ROUTINE MAINTENANCE BY BCOLT

BCOLT shall be responsible for certain routine maintenance tasks of Brewer Memorial Park, including but not limited to:

- Grass cutting and landscape plants along the property entrance, parking area, and open grounds.
- Landscape plants within the bioretention tree box and bioretention/rain garden, after installation by the County.
- Tree pruning and limb removal as needed for health and safety of the trees and the public, as approved by the County’s Natural Resource Planner.
- Irrigation systems.
- Lighting, including rental of fixtures and monthly utility bills.

Routine maintenance shall be provided by BCOLT.

ROUTINE MAINTENANCE BY COUNTY

County shall be responsible for certain routine maintenance tasks of Brewer Memorial Park including but not limited to:

- Signage, fencing, gates, bollards, locks, roadways, parking areas, piers, docks, and debris removal requiring the use of heavy equipment.
- The Brewer Memorial Park Stormwater Demonstration Site, as shown on Exhibit B, which may include:
 - Armored turf pond slope treatment
 - Articulated block pond slope treatment
 - Rip rap pond slope treatment
 - Wooden bulkhead pond edge treatment
 - Permeable concrete
 - Porous pavers
 - Hydrodynamic separator demonstration lid
 - Bioretention tree box
 - Infiltration trench
 - Gravel drive
 - Bioretention/rain garden
 - Living shoreline

MINOR REPAIR

It shall also be the responsibility of BCOLT to repair or replace any condition on the Property mutually deemed by the parties to be unsafe, the cost of which shall not exceed \$2,500.00.

MAJOR REPAIR OR MAINTENANCE

In the event the estimated cost of a repair or maintenance item exceeds \$2,500.00, the entire cost of such major maintenance or repair shall be shared in the proportion of ownership, or as mutually agreed upon by County and BCOLT.

MAJOR ALTERATIONS AND CAPITAL IMPROVEMENTS

Any “major alterations” or “capital improvement” on Brewer Memorial Park shall be mutually agreed to by both parties and shall be undertaken under the supervision of the County and their policies and procedures. The cost of such major repairs or capital improvements shall be mutually agreed to between the parties on a case by case basis. For the purposes of this Policy, the term “major alteration” or “capital improvement” shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00.

EDUCATIONAL EVENTS

The Brewer Memorial Park Stormwater Demonstration Site installed on the Property by the County is intended to be educational in nature. As such, the County and BCOLT shall encourage field trips and site visits to the Property by schools, civic groups, environmental clubs, and similar organizations. There shall be no charge for these types of events.

SECURITY

Brewer Memorial Park shall fall under the jurisdiction of the Beaufort County Sheriff's Department and will be routinely monitored by such.

TERMINATION

Either party shall have the right to terminate this Operating Policy upon thirty (30) days written notice for cause, which shall mean material breach of any obligation of the other party under the terms and provisions of this Operating Policy. In addition, either party shall have the right to terminate this Operating Policy upon six (6) months' prior written notice without cause.

BEAUFORT COUNTY

BEAUFORT COUNTY OPEN LAND TRUST

By: Ashley Jacobs
Title: County Administrator
Date: _____

By: Kristin Williams
Title: Executive Director
Date: _____

WITNESSES:

WITNESSES:

EXHIBIT A

Parcel R200 015 000 143C 0000

ALL that certain piece, parcel or tract of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, being a portion of Lot 25, Section 9, 1S1W as shown on a plat prepared by R.D. Trogon, Jr., RLS, dated October 29, 1968, and recorded in Deed Book 160 at Page 23 at the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to an individual plat prepared by David S. Youmans, RLS, dated October 4, 1994, and recorded in Record Book 736 at Page 741 at the office of the Register of Deeds for Beaufort County, South Carolina. SAVE AND EXCEPT THEREFROM that portion of the property shown as Parcels "A" and "C" on a plat prepared by David E. Gasque, RLS, dated January 8, 1997, and recorded in Plat Book 59 at Page 117 at the office of the Register of Deeds for Beaufort County, South Carolina, which was conveyed to Beaufort County by deed of James A. Trumps dated January 31, 1997, and recorded in Record Book 923 at Page 2419 at the office of the Register of Deeds for Beaufort County, South Carolina. AND ALSO, all those certain pieces, parcels or lots of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being shown as Parcels "B" and "D" on a plat prepared by David E. Gasque, RLS, dated January 8, 1997, and recorded in Plat Book 59 at Page 117 at the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to a plat prepared by Lorick V. Fanning, dated January 2, 2009, which is recorded in Plat Book 133 at Page 149 in the Office of the Register of Deeds for Beaufort County, South Carolina.

This is the same property acquired by the within Grantor by way of deed dated September 22, 2004 and recorded in Book 2027 at Page 472 in the Office of the Register of Deeds for Beaufort County, South Carolina.

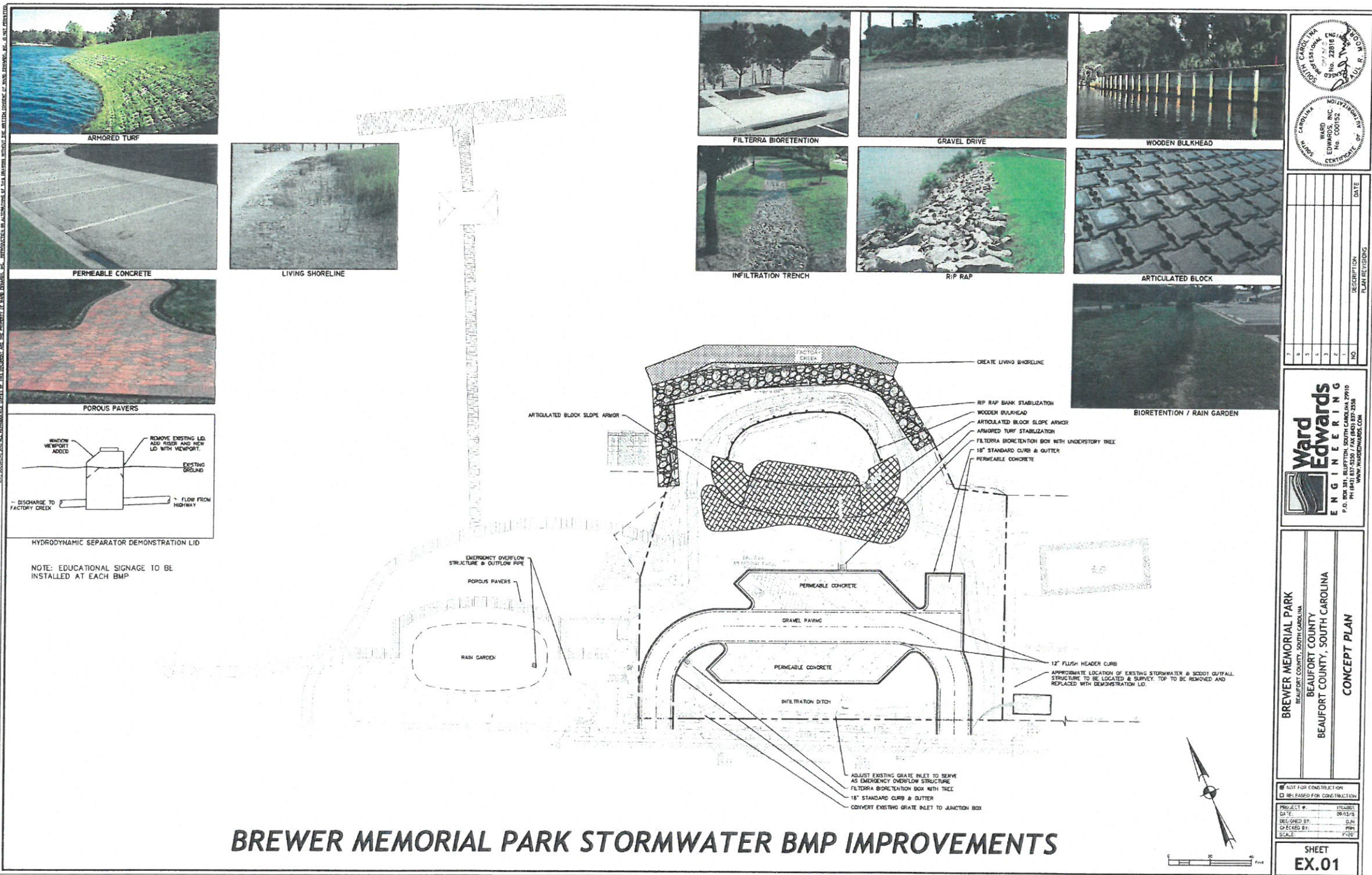
Parcel R200 015 000 0142 0000

All that certain piece, parcel or lot of land with improvements thereon, situated, lying and being on Lady's Island in the City of Beaufort, County of Beaufort, State of South Carolina, and being shown and designated as 0.580 acres, more or less, on a plat prepared for Lois Jenkins, dated February 14, 2007 and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 118 at Page 120.

The property conveyed herein is the same property conveyed to Lois P. Jenkins, Vivian Pigler (a/k/a Vivian P. Tolbert), and James E. Pigler, by Deed of Willie Pigler, dated January 20, 1966 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 135, at Page 105. Thereafter, upon the death of James E. Pigler on March 30, 1989, by Deed of Distribution dated August 7, 1993, and recorded in the Office of the Register of Deeds in Book 664, at Page 399, Muriel H. Pigler, Personal Representative of the Estate of James E. Pigler, conveyed the decedent's undivided one-third (1/3) interest as follows: Muriel H. Pigler, an undivided one-sixth (1/6) interest; Yvonne Pigler Magness, an undivided one-twenty-fourth (1/24) interest; Sandra Patricia Pigler, an undivided one-twenty-fourth (1/24) interest; and James Edward Pigler, Jr., an undivided one-twenty-fourth (1/24) interest. (See Beaufort County Probate Case No. 89ES0700371). Thereafter, by Deed dated September 7, 1993, and recorded in the Office for the Register of Deeds, Muriel H. Pigler conveyed her undivided one-sixth (1/6) interest in said property to Yvonne Pigler Magness, Sandra Patricia Pigler, Carmen Celeste Pigler and James Edward Pigler, Jr., each of whom owned an undivided one-twelfth (1/12) interest in the above-described real property.

EXHIBIT B

Brewer Memorial Park Stormwater Demonstration Site Project Plans



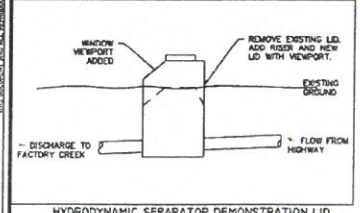
ARMORED TURF



PERMEABLE CONCRETE



POROUS PAVERS



HYDRODYNAMIC SEPARATOR DEMONSTRATION LID

NOTE: EDUCATIONAL SIGNAGE TO BE INSTALLED AT EACH BMP



LIVING SHORELINE



FILTRERA BIORETENTION



GRAVEL DRIVE



WOODEN BULKHEAD



INFILTRATION TRENCH



RIP RAP



ARTICULATED BLOCK



BIORETENTION / RAIN GARDEN



NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Ward Edwards
ENGINEERING
P.O. BOX 10411, RALEIGH, NC 27615
WWW.WARDEDWARDS.COM

BREWER MEMORIAL PARK
BEAUFORT COUNTY, SOUTH CAROLINA
BEAUFORT COUNTY, SOUTH CAROLINA
CONCEPT PLAN

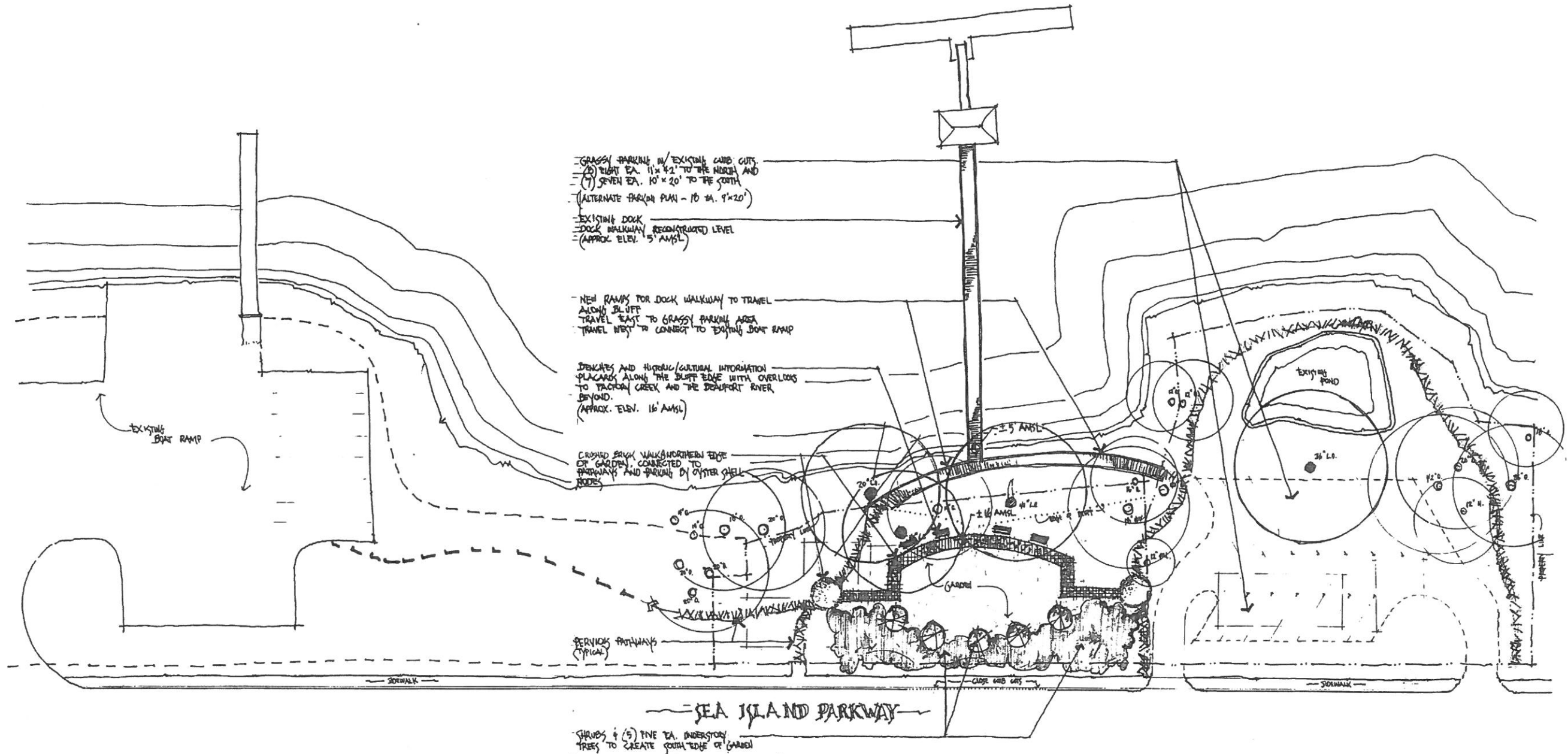
IF NOT FOR CONSTRUCTION OR RELEASED FOR CONSTRUCTION

PROJECT # _____ ISSUE DATE: 06/13/18
 DRAWN BY: J.N. CHECKED BY: P.J.
 SCALE: 1"=20'

SHEET
EX.01

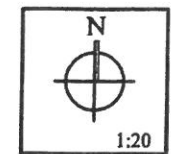
BREWER MEMORIAL PARK STORMWATER BMP IMPROVEMENTS

IF THIS SHEET IS 1/4" X 1/4" (1/4" X 1/4" IS A REDUCED PRINT, SCALE ACCORDINGLY)



MONTGOMERY
ARCHITECTURE &
PLANNING, INC.
1-17-13
www.monarchpl.com

Project VISTA
Factory Creek





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

RCLP Program Ordinance (NEW)

Council Committee:

County Council

Meeting Date:

October 14, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

Consideration of 3rd reading for adoption of a new ordinance that provides process specificity for the Rural and Critical Lands Preservation Program.

Points to Consider:

An RCLPP Ordinance was adopted in 1998. In 2006, the RCLPP Ordinance was removed from the code. There is currently no County code governing the administration of the RCLP Program. In 2006 a guidelines resolution was adopted, but it lacks detail. This new ordinance is needed in order to memorialize current RCLP Program procedures. The Beaufort County Open Land Trust and Beaufort County Staff/Legal agree with this ordinance as written. During the September 23, 2019 County Council meeting an amendment was offered and approved that requires a 2/3 majority vote for the sale, lease, swap of Rural and Critical Land. The attached ordinance reflects that amendment.

Funding & Liability Factors:

N/A

Council Options:

1. Approve as written. 2. Approve with revisions. 3. Do not approve.

Recommendation:

Staff recommends to approve the ordinance as written.

**AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, WHICH SHALL BE REFERRED TO AS
THE RURAL AND CRITICAL LANDS PRESERVATION PROGRAM ORDINANCE**

Chapter 26 – COMMUNITY DEVELOPMENT

ARTICLE II – RURAL AND CRITICAL LANDS PRESERVATION PROGRAM

SECTION 26-26: TITLE

This ordinance shall be known as the Rural and Critical Lands Preservation Program Ordinance.

SECTION 26-27: PURPOSE

It is the purpose of this ordinance to:

1. Provide a means by which rural and critical lands may be protected and enhanced as economic and environmental resources of major importance.
2. Encourage landowners to make a voluntary long-term commitment to rural and critical land protection by offering landowners financial incentives and security of land use.
3. Preserve open space; protect critical and natural resources; and/or provide land for passive recreation.
4. Leverage federal, state, local, and private conservation efforts and development rights purchase funds and protect the investment of taxpayers in purchased and donated conservation easements.
5. Provide a means whereby rural landowners can maintain and preserve the rural character of their land through land conservation.
6. Provide compensation to landowners in exchange for their relinquishment of the right to develop their private property.
7. Reduce and defer the need for major urban infrastructure improvements in the rural areas of the county and the expenditure of public funds for such improvements.
8. Provide for the purchase of fee simple interests in lands deemed critical to provide for the protection of the natural resources, historic and cultural significance, passive recreation, viewscapes and lands suitable for public use in a manner consistent with its conservation values.

9. Provide for purchase of development rights and fee simple interest in lands threatened by development, which if it occurs will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives.
10. Provide for purchase of development rights on rural lands, which provide protection of natural resources and stability of agricultural, timber and other open space uses.

SECTION 26-28: FINDINGS

1. Rural and critical lands in many parts of the county are under significant development pressure from expanding urban areas.
2. This urban pressure takes the form of scattered development in wide belts around urban areas and brings conflicting land uses into juxtaposition, creates high costs for public services, and stimulates land speculation.
3. Many of the rural and critical lands in the county are in jeopardy of being lost due to these activities.
4. These rural and critical lands constitute unique and irreplaceable land resources of countywide importance.
5. There are additional critical lands which are also valued natural and ecological resources which provide open space for wildlife habitat, wildlife corridors, clean air, clean water, groundwater recharge, and protection of cultural resources.
6. It is the declared policy of the county to provide a voluntary program to acquire or otherwise permanently protect rural lands and other lands containing critical natural, cultural and historic resources.
7. It is the policy of the county that rural and critical lands are valued natural and ecological resources which provide certain needed open space for wildlife habitat, wildlife corridors, clean air, clean water, groundwater recharge, and protection of historic and cultural resources.
8. It is the policy of the county to provide opportunities, through the purchase of development rights, to landowners to protect agricultural lands so that they may continue to farm the land, as well as to acquire such rights to protect other parcels where the landowner wishes to retain an ownership interest.

SECTION 26-29: DEFINITIONS

The following words and terms shall have the meaning respectively ascribed to them in this section:

1. *Conservation easement* means a non-possessory interest of a holder in real property imposing restrictions or affirmative obligations as defined in S.C. Code Ann. Section 27-8-20, or as defined in 26 U.S. Code Section 170(h).
 - a. These easements could take the form of an agricultural conservation easement, which would be rights and restrictions encumbering a property primarily for the purpose of protecting the agricultural soils, including prime, statewide, and locally important agricultural soils, viability, and productivity of that property.
2. *County* means Beaufort County, South Carolina.
3. *County Council* or *Council* means the elected County Council of Beaufort County, South Carolina.
4. *Critical lands* means any lot(s), tract(s), parcel(s), or areas(s), within the county that possess unique, significant, or important characteristics as may be identified by the Rural and Critical Land Preservation Board and subject to final approval by County Council. "Unique, significant, or important characteristics" include but are not limited to protection of cultural and historic resources and sites, the potential for medium to high density development, the ability to use the land for public access and passive recreation, the ability to use the land for public access to waterways, the ability of the land to be used for the preservation of public views of waterways or other scenic vistas, the quality of the land for purposes of a wildlife sanctuary, or such other and further characteristics which may be used to further the goals of Council.
5. *Development right* means the right to legally develop or subdivide property under current county codes and ordinances. The term includes, but is not limited to, the right to develop property for any commercial, industrial or residential use except as expressly permitted by this article and as further defined by the Beaufort County Community Development Code, as adopted and amended by County Council.
6. *Easement holder* means a holder as defined by S.C. Code Ann. Section 27-8-20(2), or a qualified organization as defined by 26 U.S. Code Section 170(h)(3).
7. *Greenprint* means the most recent Beaufort County Council approved version of the map of identified and prioritized parcels for acquisition under the County's Rural and Critical Lands Preservation Program.
8. *Landowner* means the record owner of the land or the authorized contract purchaser of the land.
9. *Land Preservation Board* or *Board* means the Beaufort County Rural and Critical Lands Preservation Board established by County Council as more fully described in County Code of Ordinances Chapter 2, Section 2-281 through 2-290.

10. *Land trust* means a nonprofit land conservation organization accredited by the Land Trust Alliance which meets the requirements of Internal Revenue Code Section 170 and is active in conservation efforts in the county or state.
11. *Passive park* means any fee-simple county owned or co-owned property purchased with Rural and Critical Lands Preservation Program designated funding as adopted by the Beaufort County Council. A list of passive parks is available with the Passive Parks Manager upon request and/or on the Beaufort County website. Properties not designated by the Council as a passive park may still be managed through the Passive Park Program/Manager.
12. *Passive recreation* means recreation requiring little or no physical exertion focusing on the enjoyment of one's natural surroundings. In determining appropriate recreational uses of passive parks, the promotion and development of resource-based activities such as fishing, camping, hunting, boating, gardening, bicycling, nature studies, horseback riding, visiting historic sites, hiking, etc., shall be the predominant measure for passive park utilization.
13. *Resource conservation area* means those areas of land in the County designated as "resource conservation areas" on the Zoning Map of Beaufort County, as adopted and amended by County Council.
14. *Restrictive easement* means rights and restrictions encumbering a property primarily for the purpose of limiting development on that property that would be incompatible with the United States of America's mission of Marine Corps Air Station Beaufort.
15. *Rural land* means any lots, tracts, parcels that are zoned for low-density residential, rural, agricultural or farming uses, or which are being used, or which have the ability to be used, for such purposes, including but not limited to wildlife management or recreation. Rural lands possess unique, significant, or important characteristics as may be identified by the Beaufort County Rural and Critical Land Preservation Board and subject to final approval by the County Council. Unique, significant, or important characteristics include but are not limited to protection of farmland, prime soils, other working landscapes, river frontages, small marsh islands, wildlife corridors, fresh and saltwater wetlands, and land on the urban-rural edge or immediately outside the municipal boundary under threat of development or such other and further characteristics which may be used to further the goals of the county.
16. Any terms left undefined by this ordinance shall take the meaning as otherwise defined by the Beaufort County Community Development Code, as adopted and amended by County Council. In the event of conflicting meanings, the definitions of this section shall control.

1. The County Council may designate by Resolution any policies, procedures, rules and regulations for the purpose of regulating the Rural and Critical Lands Preservation Program, its operation and funding, and may request and receive recommendations from the Rural and Critical Lands Preservation Board.
2. The County shall retain a Rural and Critical Lands Preservation Program Land Acquisition Contractor who shall be trained and properly qualified for the work and who shall work with the County Community Development Department, or other County staff as assigned, to procure, dispose of, and administer real estate and land rights for the County which have been procured through the Rural and Critical Lands Preservation Program in accordance with the County's purchasing policies and procurement code.

SECTION 26-31: TYPES OF ACQUISITIONS

There are two types of property interests that can be acquired under the provisions of this ordinance, the Purchase of Development Rights and the Purchase of Fee Simple Interests.

A. Purchase of Development Rights (PDR)

Development rights will typically be purchased in areas designated "Rural land", although there may be instances where PDR may be appropriate for purchase in other zoning designations. Generally, properties considered for PDR are those areas of the County where one or more of the following apply:

1. There are conservation values in or on the property to be preserved.
2. Development of the property would result in adverse impacts to the environment or public infrastructure serving the property.
3. The character of the property and its surrounding area would be threatened by proposed or possible future development.
4. The owner wishes to retain ownership of the property.
5. Public access to the property is not required or desirable.

The development rights purchased shall be transferred to Beaufort County by a Deed of Development Rights. If the development rights are to be purchased, the property may also be subject to the provisions of a conservation easement, and/or other applicable legal instruments as approved by Beaufort County Council which will assure that the property is protected from development other than what is permitted by the PDR agreement, the conservation easement, and/or any other legal instruments as approved by Beaufort County Council.

B. Purchase of Fee Simple Interests (PFSI)

Fee simple interests shall be applicable in all areas of the County, including those designated as "Rural land". Generally, properties considered for PFSI are those where the property owner(s) are willing to sell in those instances where one or more of the following apply:

1. There are conservation values in or on the property to be acquired and the owner is only willing to sell all of their interest in the property.

2. Public access to the property is required or desirable.
3. Development of the property for public access and passive recreation use is desirable.
4. Development of the property would result in adverse impacts to the environment or public infrastructure serving the property.

SECTION 26-32: GENERAL PROCESS

- A. The PDR and PFSI is a multi-step process within the Rural and Critical Lands Preservation Program (RCLPP or Program) whereby, at a minimum:
 1. The Land Preservation Board receives initial acquisition applications and does or does not recommend due diligence authorization to County Council.
 2. The County Council does or does not authorize due diligence funding.
 3. The Land Preservation Board receives acquisition proposals due diligence information and does or does not recommend acquisition approval to County Council.
 4. The County Council does or does not approve acquisition proposal.
- B. The PDR and PFSI is also an application process within the RCLPP whereby the following apply:
 1. Generally, eligible applicants are those individual property owners, land trusts, environmental advocacy organizations, or municipalities located in Beaufort County where property has been identified on the most recent version of the Greenprint.
 2. An application form shall be completed and submitted, as provided and instructed on the County website.
 3. Applications will be compiled and reviewed by the appropriate County staff and the Land Acquisition Contractor on no less than a quarterly basis.
 4. Eligible applications will be provided to the Land Preservation Board where they will discuss, prioritize, and recommend to the County Natural Resource Committee (NRC) for due diligence approval.
 5. The Board recommendation will be presented to the NRC, or other committees as may be appropriate or required, where a decision to fund due diligence will or will not be approved for each application.
 6. If approved by the NRC, the Land Acquisition Contractor will proceed with obtaining due diligence, which will be reviewed and each application ranked by the appropriate County staff and Contractor upon completion utilizing the Board adopted ranking forms.
 7. Applicant due diligence will be presented to the Land Preservation Board where they will discuss, prioritize, and make a recommendation to the NRC for acquisition approval.
 8. The Board recommendation will be presented to the NRC where a recommendation to acquire will or will not be made to County Council for approval.
 9. The NRC recommendation and applications will be presented to the full County Council for final approval.
 10. All closing documents will be provided to the County Attorney no less than three (3) days prior to closing for review and approval.

11. All contractual discussions by the Board, NRC, or Council may or may not be in Executive Session, as permitted by the South Carolina Freedom of Information laws.

SECTION 26-33: DUE DILIGENCE

Any PDR or PFSI will be subject to all due diligence being satisfactorily completed, reviewed and approved by the County. All due diligence shall be reviewed by the appropriate County staff before being sent to County Council for action. Due diligence shall include, but may not be limited to:

1. An appraisal of the value of the interest being acquired prepared by a Member of the Appraisal Institute (MAI), or other appropriately licensed or certified South Carolina appraiser.
2. A boundary survey completed by a South Carolina Registered Land Surveyor. In those instances of PFSI, a topographic survey, tree survey, archaeological survey, or other due diligence items shall also be obtained when appropriate.
3. A Phase I Environmental Assessment by a qualified environmental consulting firm. In instances where the Phase I report so indicates, a Phase II Environmental Assessment including a plan for any remediation, by the seller or purchaser, is required for the property to address the concerns to the satisfaction of the County.
4. When warranted by the Community Development Department or the Land Acquisition Contractor as a part of due diligence, a title search, title opinion, and/or title insurance commitment with only normal title exceptions.

SECTION 26-34: CONSERVATION EASEMENTS

1. Conservation easements may be placed on property where development rights have been acquired (Section 26-31:A.).
2. The conservation easements shall be granted directly to an appropriate easement holder by the owner, or by the County. The RCLP Board shall recommend an appropriate easement holder to County Council.
3. The stewardship funding required by the easement holder to defend and provide the necessary annual monitoring required for the easement may be granted by the County for the easement depending on the nature of the agreement reached between the County and the easement holder.
4. When the County and Marine Corps Air Station (MCAS) Beaufort collaborate on a PDR acquisition, an appropriate restrictive easement will be applied to the acquired property.

SECTION 26-35: COVENANTS AND RESTRICTIONS

1. Covenants and restrictions may be placed on property where development rights have been acquired.
2. Generally, covenants and restrictions will describe in some detail how a property is to be developed, used and maintained consistent with the conservation values of the property.

SECTION 26-36: RESALE, SWAP, CONDEMNATION OR LEASE OF ACQUIRED PROPERTY

There may be instances where property acquired under the RCLPP for its conservation value(s), and possibly to mitigate the impacts of development, may not be suitable or needed for county ownership in the future. In such cases, the County Council may request the RCLP Board to evaluate and make a recommendation on selling, swapping or leasing the property, in whole or in part.

In those instances, the RCLP Board shall be guided by the following:

1. To ensure that the resale, swap or lease of the property, in whole or in part, will not have an adverse impact on the conservation value(s) of the property, which can be assured through the placement of a conservation easement or other appropriate instruments on the sold, swapped or leased property if necessary.
2. To ensure that the development of the property for use(s) permitted under a conservation easement will be carefully monitored by the easement holder.

Additionally, the following will apply:

1. Any RCLPP property considered for sale, swap or lease shall require appropriate action by a 2/3 majority of the County Council following prescribed procedures for sale, swap or lease of County-owned land.
2. If all or part of a RCLPP property is sold, swapped or condemned, the County and any co-owners will be entitled to respective ownership ratio compensation of any net proceeds, after payment of all closing expenses.
3. Any RCLPP property sold, swapped or condemned will have the County's portion of any proceeds deposited into the Land Preservation fund for use in future RCLPP acquisitions.
4. Any RCLPP property leased by the County will have any proceeds deposited into the Passive Parks fund for use in management and maintenance of RCLPP passive parks.

Secs. 26-37 – 26-49. Reserved

This ordinance supersedes and repeals Resolution 2006-3.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

RCLP Board Ordinance

Council Committee:

Natural Resources

Meeting Date:

September 16, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

The revisions to the existing Rural and Critical Land Preservation Board Ordinance (Division 5, Section 2, 281-290).

Points to Consider:

Clarifying appointment, officer, and procedures sections also including board reporting and grammatical updates. Revisions for consistency with other board ordinances and current procedures. Beaufort County Open Land Trust and Beaufort County Staff/Legal are in agreement with the revisions as written.

Funding & Liability Factors:

N/A

Council Options:

1. Approve as written. 2. Approve with revisions. 3. Do not approve.

Recommendation:

Staff recommendation is to approve revisions as written.

DIVISION 5. – COUNTY RURAL AND CRITICAL LANDS PRESERVATION BOARD

Sec. 2-281. – Appointment.

An 11-member county rural and critical lands preservation board shall be appointed by the county council. One member with relevant experience and qualifications in matters such as estate law, finance, rural land ownership, agriculture, or conservation shall be appointed from each of the 11 county council districts.

Sec. 2-282. – Officers.

The county rural and critical lands preservation board shall elect annually one member of the board to serve as chairman and one member to serve as vice chairman. The chairman and vice chairman will serve a maximum of four (4) consecutive one-year terms. A vacancy in either the chairman and/or vice chairman must be filled for the unexpired term through board election within two (2) board meetings.

Sec. 2-293 – Terms.

The terms of initial appointees to the county rural and critical lands preservation board shall coincide with the expiration of the term of the county council district representative who serves the district which the appointee has been selected to represent. Thereafter, all members shall be appointed for four-year terms. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The membership is subject to division 1 of article V of chapter 2 of the Code regulating boards and commissions and appointments thereto as well as the county template ordinance.

Sec. 2-284 – Compensation.

Members of the county rural and critical lands preservation board shall serve without salary, but the county council shall entitle each member to reimbursement for his actual and necessary mileage expenses incurred in the performance of his official duties.

Sec. 2-285. – Conflicts of interest.

No member of the county rural and critical lands preservation board shall be disqualified by reason of his membership from selling any parcel or the development rights of any parcel in which ~~he has~~ they have a financial interest, but any member with a direct or indirect financial interest in such parcel shall recuse himself from any board vote, discussion, or decision regarding such parcel.

Sec. 2-286. – Rules of procedure.

~~The county rural and critical lands preservation board shall promulgate procedures necessary to promote the efficient, uniform, and countywide administration of this article. The county rural and critical lands preservation board shall adopt rules of procedure governing its procedures and operations. Copies of adopted rules of procedure shall be made available for public inspection in the office of Director during normal business hours.~~

Sec. 2-287. – Powers and duties.

The county rural and critical lands preservation board shall have, but is not limited to, the following powers and duties:

- (1) Develop and recommend to county council, for adoption by resolution, ~~a set of the~~ Beaufort County Rural and Critical Lands Preservation Program ~~GreenPrint Policies and Guidelines~~ to guide the identification ~~and~~, prioritization, ~~and management~~ of parcels to be acquired through the county rural and critical ~~[lands]~~ preservation program. ~~The board may make recommendations to county council for amendments to the policies and guidelines as the need arises;~~
- (2) Identify, prioritize and recommend to county council rural and critical lands to be acquired through purchase of development rights, the option to purchase development rights, the fee simple purchase of property, or the exchange and transfer of title to parcels, as provided for in the county council's adopted ~~Beaufort County~~ Rural and Critical Lands Preservation Program ~~Ordinance Policies and Guidelines~~;
- (3) Promote, educate and encourage landowners to participate in the county rural and critical lands preservation program; and
- (4) Perform such other duties as may be assigned by county council.

Sec. 2-288. – Board Report

The county rural and critical lands preservation board shall submit to county council an annual report in December based on all of the activities carried out pursuant to the rural and critical lands preservation program. The report shall include but is not limited to the following:

- (1) Map indicating the location of the total parcels of lands that have been acquired;
- (2) Total number of acquired lands, number of acres and type of acquisitions of each of the acquired lands throughout the county;
- (3) Number of landowners contacted or properties received for consideration for the program in the given year;
- (4) Number of lands acquired, number of acres of of each and type of acquisitions of each land acquired throughout the county in the given year;
- (5) Total dollars spent in the program and total dollars leveraged with the program; and
- ~~(1)~~(6) Dollars spent and leveraged in the given year for the program.

Cross reference – Administration, ch. 2.

Secs. 2-28~~89~~9 – 2-290. – Reserved.

DIVISION 5. – COUNTY RURAL AND CRITICAL LANDS PRESERVATION BOARD

Sec. 2-281. – Appointment.

An 11-member county rural and critical lands preservation board shall be appointed by the county council. One member with relevant experience and qualifications in matters such as estate law, finance, rural land ownership, agriculture, or conservation shall be appointed from each of the 11 county council districts.

Sec. 2-282. – Officers.

The county rural and critical lands preservation board shall elect annually one member of the board to serve as chairman and one member to serve as vice chairman. The chairman and vice chairman will serve a maximum of four (4) consecutive one-year terms. A vacancy in either the chairman and/or vice chairman must be filled for the unexpired term through board election within two (2) board meetings.

Sec. 2-283 – Terms.

The terms of initial appointees to the county rural and critical lands preservation board shall coincide with the expiration of the term of the county council district representative who serves the district which the appointee has been selected to represent. Thereafter, all members shall be appointed for four-year terms. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The membership is subject to division 1 of article V of chapter 2 of the Code regulating boards and commissions and appointments thereto as well as the county template ordinance.

Sec. 2-284 – Compensation.

Members of the county rural and critical lands preservation board shall serve without salary, but the county council shall entitle each member to reimbursement for their actual and necessary mileage expenses incurred in the performance of their official duties.

Sec. 2-285. – Conflicts of interest.

No member of the county rural and critical lands preservation board shall be disqualified by reason of their membership from selling any parcel or the development rights of any parcel in which they have a financial interest, but any member with a direct or indirect financial interest in such parcel shall recuse themselves from any board vote, discussion, or decision regarding such parcel.

Sec. 2-286. – Rules of procedure.

The county rural and critical lands preservation board shall adopt rules of procedure governing its procedures and operations. Copies of adopted rules of procedure shall be made available for public inspection in the office of Director during normal business hours.

Sec. 2-287. – Powers and duties.

The county rural and critical lands preservation board shall have, but is not limited to, the following powers and duties:

- (1) Develop and recommend to county council, for adoption by resolution, the Beaufort County Rural and Critical Lands Preservation Program GreenPrint to guide the identification and prioritization of parcels to be acquired through the county rural and critical lands preservation program. ;
- (2) Identify, prioritize and recommend to county council rural and critical lands to be acquired through purchase of development rights, the option to purchase development rights, the fee simple purchase of property, or the exchange and transfer of title to parcels, as provided for in the county council's adopted Rural and Critical Lands Preservation Program Ordinance;
- (3) Promote, educate and encourage landowners to participate in the county rural and critical lands preservation program; and
- (4) Perform such other duties as may be assigned by county council.

Sec. 2-288. – Board Report

The county rural and critical lands preservation board shall submit to county council an annual report in December based on all of the activities carried out pursuant to the rural and critical lands preservation program. The report shall include but is not limited to the following:

- (1) Map indicating the location of the total parcels of lands that have been acquired;
- (2) Total number of acquired lands, number of acres and type of acquisitions of each of the acquired lands throughout the county;
- (3) Number of landowners contacted or properties received for consideration for the program in the given year;
- (4) Number of lands acquired, number of acres of of each and type of acquisitions of each land acquired throughout the county in the given year;
- (5) Total dollars spent in the program and total dollars leveraged with the program; and
- (6) Dollars spent and leveraged in the given year for the program.

Cross reference – Administration, ch. 2.

Secs. 2-289 – 2-290. – Reserved.