

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA PUBLIC FACILITIES COMMITTEE

Tuesday, August 28, 2012
4:00 p.m.
Executive Conference Room
Administration Building

Committee Members:

Herbert Glaze, Chairman
Steven Baer, Vice Chairman
Gerald Dawson
Brian Flewelling
William McBride
Jerry Stewart

Staff Support:

Rob McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARD ([backup](#))
 - A. MC Riley Complex Multipurpose Field Lighting, Bluffton
3. DISCUSSION / LEASE OF SUITES B, C, D, E, F, G, I, J AND K OF 58 SHELTER COVE LANE BY AND BETWEEN THE TOWN OF HILTON HEAD ISLAND AND BEAUFORT COUNTY ([backup](#))
4. UPDATE OF POLICY STATEMENT 15 – WORKING ON PRIVATE PROPERTY AND NEW POLICY STATEMENT 17 – POLICY FOR ACCEPTANCE OF PRIVATE ROAD ([backup](#))
5. PROPOSED DEDICATION OF TOWN OF HILTON HEAD ISLAND ROADS TO BEAUFORT COUNTY ([backup](#))
6. CONSIDERATION OF REAPPOINTMENTS / APPOINTMENTS
 - A. Seabrook Point Special Purpose Tax District
7. ADJOURNMENT

A quorum of Council may be in attendance at all Committee meetings.
Please silence your cell phone during the meeting.



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Herbert N Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Bryan Hill, Deputy County Administrator
David Starkey, Chief Financial Officer
Robert McFee, Director of Engineering and Infrastructure
Dave Thomas, Purchasing Director
Monica Spells, Compliance Officer

FROM: Bob Klink, County Engineer

SUBJ: **MC RILEY COMPLEX MULTIPURPOSE FIELD LIGHTING
IFB# 13 09030 072004**

DATE: August 22, 2012

BACKGROUND. On March 26, 2012, County Council approved the MC Riley Complex Multipurpose Field Lighting project with a budget of \$175,000 from the Bluffton PALS Impact Fees. On August 21, 2012, Beaufort County received bids for the installation of the MC Riley Complex Multipurpose Field Lighting from the following companies:

<u>Contractors</u>	<u>Total Bid</u>
West Electrical Contractors 2447 Wilson Road, Newberry, SC	\$184,630
Quality Electrical Systems, Inc. 2735 Depot Road, Beaufort, SC	\$208,950
Engineers Estimate	\$175,000

West Electrical Contractors submitted the lowest qualified/responsible bid of \$184,630.00. They will be self performing all work, and are in compliance with the County's SMBE Ordinance. There is no apparent cause for rejecting their bid.

FUNDING. Bluffton PALS Impact Fees, Acct #09030-54450 which has an available balance as of 8/22/12 of \$1,224,883.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council an increase of \$9,630 to the approved project budget for a total of \$184,630 and award of a contract to West Electrical Contractors for the construction of the MC Riley Complex Multipurpose Field Lighting with funding from Bluffton PALS Impact Fees.

REK/DC/mjh

Attachments: 1) Bid Certification
2) Self-Performance Affidavit
3) 3/26/12 County Council Minutes
4) 8/21/12 PALS Director Email

Buckwalter Regional Park Soccer Fields 1 & 2 Lighting Construction

IFB #13 09030 0720 04

Opened August 21, 2012

	Vendor	Location	Bid Bond	Total
1	West Electrical Contractors	Newberry, SC	Yes	\$ 184,630.00
2	Quality Electrical Systems, Inc.	Beaufort, SC	Yes	\$ 208,950.00

Bid Certification


By: David Coleman

8/21/12

Date

SELF-PERFORMANCE AFFIDAVIT

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: MC Riley Park Multipurpose Field Lighting
Bid/Proposal Number: 13 09030 0720 04

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

West Electrical Contractors of Newberry, Inc.

Name of Company

Sabin S. West
Authorized Representative Name

Sabin S. West (handwritten signature)

Signature

Treasurer

Title

August 21, 2012

Date

State of South Carolina County of Newberry

Subscribed and sworn to before me this 21st day of August 2012

Notary Public (handwritten signature) My Commission Expires: April 4, 2017

M.C. RILEY COMPLEX MULTIPURPOSE FIELD LIGHTING

This item comes before Council under the Consent Agenda. It was discussed at the March 19, 2012 Community Services Committee meeting. It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council approve the M.C. Riley Complex multipurpose field lighting project in the amount of \$175,000. The funding source is Bluffton Park and Leisure Services Impact Fees. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed

Hickman, Maggie

From: Penale, Joe
Sent: Tuesday, August 21, 2012 4:12 PM
To: Hickman, Maggie
Cc: Coleman, David
Subject: RE: MC Riley Complex Field Lighting

Maggie,
Please proceed.
Thanks
Joe

From: Hickman, Maggie
Sent: Tuesday, August 21, 2012 3:59 PM
To: Penale, Joe
Cc: Coleman, David
Subject: MC Riley Complex Field Lighting

The County has received today 2 bids for the referenced lighting. The lowest responsible bid was from West Electrical in the amount of \$184,630. County Council approved a budget total of \$175,000 for this project on 3/26/12. Funding source is the Bluffton PALS Impact Fees. Engineering is going to recommend that the Public Facilities Committee approve and recommend to Council an increase to the project budget and award of the bid to West Electrical in the amount of \$184,630.

Please let us know if you are OK with this recommendation and that Engineering should proceed. The award recommendation would be presented at the 28 Aug Public Facilities Committee meeting.

Thanks

Beaufort County Engineering Div

LEASE OF SUITES B, C, D, E, F, G, I, J and K OF

58 SHELTER COVE LANE

BY AND BETWEEN

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,

AND

BEAUFORT COUNTY, SOUTH CAROLINA AND THE
BEAUFORT COUNTY SHERIFF'S OFFICE

DATED THIS ____ DAY OF SEPTEMBER, 2012.

TABLE OF CONTENTS

LEASED PREMISES. Page 1

TERM. Page 1

RENT. Page 2
 RENT SCHEDULE. Page 2

USE AND COMPLIANCE. Page 3
 PERMITTED USE. Page 3
 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Page 3

MAINTENANCE AND REPAIR. Page 3
 MAINTENANCE AND REPAIR OF LEASED PREMISES. Page 3
 TOWN’S RIGHT OF ENTRY. Page 4
 LIMITATION ON TOWN’S OBLIGATION TO REPAIR:. Page 4
 TOWN’S CONSENT REQUIRED FOR ALTERATIONS. Page 4
 ADDITIONAL COUNTY AND BSCO OBLIGATIONS. Page 4
 TOWN NOT LIABLE. Page 4

TOWN REPRESENTATIONS:. Page 5
 ZONING. Page 5
 QUIET ENJOYMENT. Page 5

SURRENDER OF LEASED PREMISES. Page 5

TOWN’S RIGHT OF ENTRY. Page 5

UTILITIES. Page 6
 UTILITY CONNECTIONS. Page 6
 ARRANGEMENT AND PAYMENT FOR UTILITIES. Page 6

SIGNS. Page 6

CONTROL OF LEASED PREMISES. Page 6
 THE COUNTY AND BCSO’S EXCLUSIVE CONTROL. Page 6
 COUNTY AND BCSO DUTY TO INSURE. Page 6
 SURVIVAL. Page 6

DAMAGE OR DESTRUCTION OF LEASED PREMISES. Page 6
 DESTRUCTION OF LEASED PREMISES:. Page 6
 DAMAGE TO LEASED PREMISES. Page 7
 RENT ABATEMENT DURING REPAIR. Page 7

EMINENT DOMAIN.....	Page 7
TERMINATION OF LEASE.	Page 7
NOTICE OF ELECTION.	Page 7
CONDEMNATION AWARD.....	Page 8
 SUBLETTING PROHIBITED.....	 Page 8
 DEFAULT OF COUNTY AND BCSO.....	 Page 8
FAILURE TO PAY RENT OR MONEY DUE.....	Page 8
VIOLATION OF LEASE.	Page 8
ABANDONMENT OF LEASED PREMISES.....	Page 8
INSOLVENCY.....	Page 8
FAILURE TO BUDGET FOR RENT.....	Page 9
DISSOLUTION.....	Page 9
WARRANTIES AND REPRESENTATIONS.....	Page 9
 DEFAULT OF THE TOWN.....	 Page 9
 RIGHTS OF THE PARTIES ON DEFAULT.	 Page 9
ALL REMEDIES PRESERVED:.....	Page 9
ATTORNEY’S FEES AND COSTS.	Page 9
 INTERPRETATION.....	 Page 10
 NO WAIVER.....	 Page 10
 MECHANIC’S OR OTHER LIENS.....	 Page 10
 ESTOPPEL CERTIFICATES.....	 Page 10
 WAIVER OF JURY TRIAL.	 Page 11
 HAZARDOUS MATERIALS:.....	 Page 11
HAZARDOUS MATERIALS PROHIBITED.	Page 11
TOWN’S RIGHTS.	Page 11
INDEMNIFICATION.....	Page 11
 MISCELLANEOUS.	 Page 12
BINDING EFFECT.....	Page 12
ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS.	Page 12
SEVERABILITY.	Page 12
EXECUTION IN COUNTERPARTS.....	Page 12
APPLICABLE LAW.	Page 12
CAPTIONS.	Page 12
RECORDING PROHIBITED:.....	Page 12

PLURAL/SINGULAR.	Page 12
NO THIRD PARTY BENEFICIARIES.	Page 12
NOTICES.	Page 12
SURVIVAL.	Page 13
FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS.	Page 13

of this Lease or at any time thereafter, the Town shall be under no duty to make alterations or repairs to the Leased Premises that are not expressly set forth in this Lease.

(c) If the Town is unable to deliver possession of the Leased Premises upon the Commencement Date, then neither the Town nor its agents shall be liable for any damages caused to the County and BCSO by reason of the delay, nor shall this Lease become void or voidable; however, except as otherwise expressly provided, BCSO shall not be liable for the payment of Rent until the Town delivers possession of the Leased Premises.

(d) If the County and BCSO shall be in possession of the Leased Premises after the Expiration Date (herein, the "Holdover Period"), and in the absence of any written agreement extending the Lease Term hereof, or the Town's demand to the County and BCSO to sooner vacate the Leased Premises, the tenancy under this Lease shall become one from month to month terminable by either Party on 30 days prior written notice. Such tenancy shall be subject to all other conditions, provisions and obligations of this Lease provided, however, that:

- (a) the Rent due to the Town during the first three (3) months of any Holdover Period shall be One Hundred Fifteen (115%) Percent of the Rent due to the Town from the County and BCSO during the last month of the Lease Term; and,
- (b) the Rent due to the Town for the fourth (4th) month and thereafter of any Holdover Period shall be One Hundred Fifty (150%) Percent of the Rent due to the Town from the County and BCSO during the last month of the Lease Term.

3. RENT:

The following Rent schedule is based an annual Rent rate of Sixty Five Thousand Three Hundred Thirty Five and 80/100 (\$65,335.80) Dollars. The Rent shall be payable in equal quarterly payments, in advance, beginning on the Commencement Date, and thereafter, on the first day of every quarter (January 1, April 1, July 1 and October 1) throughout the entire Lease Term; provided, however, that Rent payments for the month in which the Expiration Date occurs shall be prorated based upon the number of days remaining in the month, calculated on a daily rate using a Thirty (30) day month.

(a) RENT SCHEDULE:

Year	Total Square Feet	Monthly	Yearly
September 1, 2012 to July 31, 2013	17,085	\$5,444.65	\$65,335.80

September 1, 2013 to July 31, 2014	17,085	\$5,444.65	\$65,335.80
September 1, 2014 to January 17, 2015	17,085	\$5,444.65	\$65,335.80

4. LATE FEES:

Any payment of Rent not received on or before the Tenth (10th) day of the month in which the Rent is due to be paid will be assessed a charge of Ten (10%) percent on the entire past due amount and any payments of Rent hereunder not received on or before the Fifteenth (15th) day of the month will be assessed an additional charge of one and 1/2% per month, or 18% per annum on the entire past due amount until paid by the County and BCSO. Any payment of Rent not paid by the Tenth (10th) day of the month in which the payment is due constitutes a Default of the County and BCSO's obligations under the terms of this Lease. The assessment of the late fees in this article 4 is an additional remedy due to the Town, and is in addition to any other remedy for a Default that is provided in this Lease.

5. USE AND COMPLIANCE:

(a) PERMITTED USE: The County and BCSO shall continuously occupy and use the Leased Premises as the Hilton Head Island Headquarters of the Beaufort County Sheriff's Department" (herein the "Permitted Use"), to include all normal daily operations of the Beaufort County Sheriff's Department, including the installation of a short term holding cell within the confines fo the Leased Premises, unless the written consent of the Town is first obtained for any other use. The Leased Premises shall not be used for any use other than the Permitted Use, or which is disreputable, creates extraordinary fire hazards, results in an increased rate of insurance on the Building, or the contents therein, or for the storage of any Hazardous Materials as defined herein (other than those which might be used in the ordinary course of the County and BCSO's Permitted Use, and then only in compliance with all applicable laws related thereto).

(b) COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: T h e County and BCSO shall comply with all applicable statutes, ordinances, rules, covenants, restrictions and regulations relating to the use, condition, access to and occupancy of the Leased Premises and shall maintain the Leased Premises free of trash, litter and debris, and in a clean and sightly condition.

6. MAINTENANCE AND REPAIR:

(a) MAINTENANCE AND REPAIR OF LEASED PREMISES: The County and BCSO shall keep and maintain the Leased Premises in good order, condition and repair; provided, however, that the obligation of the BCSO and the County to maintain, repair or replace any structural portion of the Leased Premises, the exterior and interior portion of

all doors, window glass, plate glass, plumbing fixtures, water and sewage equipment, pipes and lines, mechanical, heating and air-conditioning and electrical systems, sprinkler systems, the foundation, roof, interior and exterior walls, floors and ceilings applicable to or within the Leased Premises, shall be limited to Five Hundred and no/100 (\$500.00) per occurrence. Any repair or replacement, on any occurrence, costing over Five Hundred and no/100 (\$500.00) Dollars shall be paid by the Town, unless the cause of the repair or replacement is any act or omission of the County or the BCSO, or any combination of them, upon which the County and BCSO shall be liable for the total cost of the repair or replacement.

(b) TOWN'S RIGHT OF ENTRY: The Town, including contractors hired by the Town, shall have the right to enter the Leased Premises upon twenty four (24) hours' notice to the BCSO for the purpose of performing repair or replacement work at the Leased Premises, except in the case of emergency. In the event of an emergency, the Town, including contractors hired by the Town, may enter the Leased Premises for the purpose of making repairs with no notice to the County or BCSO.

(c) LIMITATION ON TOWN'S OBLIGATION TO REPAIR: The Town shall have no obligation to repair, maintain or replace any installations made by the County and BCSO under the terms of this Lease, and the County and the BCSO shall be solely responsible for the maintenance, repair and replacement of the same.

(d) TOWN'S CONSENT REQUIRED FOR ALTERATIONS: The County and BCSO shall not make any alteration of, or addition or improvement to, the Leased Premises without securing the Town's prior written consent. Any and all roof, exterior wall or foundation slab penetrations must first be approved by and coordinated through the Town. The County and BCSO shall save the Town harmless on account of claims for mechanics or materialmen's liens, or any other lien, in connection with any work performed by the County and BCSO, and any such liens shall exist only against the County and BCSO's leasehold interest and shall be discharged, by bond or otherwise, within 30 days of the filing and service of thereof.

(e) ADDITIONAL COUNTY AND BCSO OBLIGATIONS: The County and BCSO shall keep and maintain the Leased Premises in accordance with all directions, rules and regulations of the proper officials of any government or other agency having jurisdiction over the Building, at the sole cost and expense of the County and BCSO, and the County and BCSO shall comply with all requirements of law, statute, ordinance, covenants, restrictions or otherwise, governing the use of the Leased Premises and all appurtenances thereto.

(f) TOWN NOT LIABLE: The Town shall not be liable for any loss or damage to the County and BCSO's personal property, equipment, fixtures and improvements to the Leased Premises.

7. TOWN REPRESENTATIONS:

(a) ZONING: The Town hereby warrants and represents that the Leased Premises are properly zoned for the County and BCSO's proposed use as a Sheriff's Office and that the County and BCSO's proposed use thereof is permitted upon the Leased Premises.

(b) QUIET ENJOYMENT: The Town of warrants and covenants that, if BCSO shall perform all of the covenants and agreements as stipulated in this Lease to be performed on the part of the County and BCSO, the County and BCSO at all times during the Lease Term shall have the exclusive, peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from anyone claiming by, through or under the Town.

8. SURRENDER OF LEASED PREMISES:

On or before the Expiration Date, or upon earlier termination of its interest in the Leased Premises as provided herein, the County and BCSO shall peaceably surrender possession of the Leased Premises to the Town with all improvements located therein, in good repair and in the same condition in which delivered to the County and BCSO, ordinary wear and tear excepted, and the County and BCSO shall deliver to the Town all keys to the Leased Premises. Regardless of the foregoing, at any time prior to the expiration of the Lease Term, the County and BCSO may, at its cost and expense, remove in a careful manner any unattached trade fixtures, furniture and personal property placed within the Leased Premises by the County and BCSO during the Lease Term, and prior to such expiration shall repair any damage caused to the Leased Premises by such removal. All items not so removed shall, at the Town's option, be deemed to have been abandoned by the County and BCSO and may be destroyed or otherwise disposed of by the Town without notice to the County and BCSO, and without any obligation to account for such items, or liability to the County and BCSO therefore. The provisions of this Article 8 of the Lease shall survive the expiration or termination of this Lease.

9. TOWN'S RIGHT OF ENTRY:

The Town or its employees and agents may enter the Leased Premises at any mutually agreeable time for the purpose of inspecting or maintaining the Leased Premises. In the event of an emergency, however, the Town or its employees and agents may enter the Leased Premises without consent or agreement of the County and BCSO; provided, however, that the Town's Right of Entry does not include the portion of the Leased Premises where the BCSO maintains and holds evidence for pending and ongoing investigations and prosecutions. Keys for this purpose must be held by the Town or its agent, and in the event that the BCSO installs keypads, the BCSO must provide the Town key code to permit access. In the event that the County and BCSO desires to change or alter any locks to the Leased Premises, the County and BCSO will notify the Town of the County and BCSO's request, and the Town or the Town's agent will have the locks changed or

altered at the County and BCSO's expense.

10. UTILITIES:

(a) UTILITY CONNECTIONS. The Town shall at all times cause or make available to the Building for the use of the County and BCSO, connections for adequate water, electric, gas, telephone and sewage.

(b) ARRANGEMENT AND PAYMENT FOR UTILITIES: The County and BCSO shall arrange for the provision of all utilities to be furnished to the Leased Premises during the term of this Lease. The County and BCSO shall pay for its own telephone, internet, janitorial, cable TV, water, sewage, garbage disposal and electricity services for the Leased Premises. The Town shall have no obligation to provide or pay for any utility service in connection with the Leased Premises.

11. SIGNS:

The County and BCSO shall not erect any signs or advertisements on any exterior door, wall or window of the leased premises, building or the "On Premises" sign located near U. S. 278 without the prior written consent of the Town. If the Town approves any such signage, all related costs for the installation and fabrication for the signage shall be the sole financial responsibility of the County and BCSO. The County and BCSO agree to maintain such signs as approved by the Town in good condition and repair. Any such sign shall comply all requirements of any law, statute, ordinance, covenants, restrictions or otherwise, governing the use of the Leased Premises.

12. CONTROL OF LEASED PREMISES:

(a) THE COUNTY AND BCSO'S EXCLUSIVE CONTROL: The County and BCSO warrant and represent that during any Term of this Lease, the daily operations, use and occupancy of the Leased Premises shall be under the sole and exclusive control of the County and BCSO.

(b) COUNTY AND BCSO DUTY TO INSURE: The County and BCSO shall insure any their equipment, furniture, fixtures, contents of any description and installations made pursuant to this Lease, at the expense of the County and BCSO.

(c) SURVIVAL: The warranty and representation set forth in this Article 12 shall survive the expiration, cancellation or termination of this Lease.

13. DAMAGE OR DESTRUCTION OF LEASED PREMISES:

(a) DESTRUCTION OF LEASED PREMISES: In the event that the Leased Premises are destroyed, or that damage to the leased premises is so extensive that restoration or repairs cannot be accomplished within 90 days, as certified by the opinion

of the Building Official of the Town of Hilton Head Island, South Carolina, then the County and BCSO or the Town may terminate this Lease by giving the other written notice before any restoration or repair is commenced, and in that event, any applicable insurance proceeds shall be paid to the Town.

(b) **DAMAGE TO LEASED PREMISES:** In the event of an insured loss and subject to the termination provisions set forth herein, the Town shall repair or restore the Building to as good a condition as existed before such damage occurred, to the extent of any available insurance proceeds. Should the Town provide the County and BCSO with the opinion of an experienced insurance adjuster that such insurance proceeds will not be sufficient to pay for such repairs or restoration, then the Town or the County and BCSO may terminate this Lease by written notice, in which event all insurance proceeds will be paid to the Town.

(c) **RENT ABATEMENT DURING REPAIR:** During the period of any restoration or repairs which permits partial occupancy of the Leased Premises, the Rent shall be pro rated, based upon the percentage of the usable portion of the Leased Premises to the non-usable portion of the Leased Premises. In the event of destruction of the Leased Premises, or damage that is so extensive as to render the leased premises unfit for occupancy by the County and BCSO, the Rent shall abate until such time as the restoration or repair of the Leased Premises has proceeded to the point that the occupancy and use of the Leased Premises is permitted by the Building Official of The Town of Hilton Head Island, South Carolina.

14. **EMINENT DOMAIN:**

(a) **TERMINATION OF LEASE:** If any portion of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase under threat or initiation of exercise of the right of eminent domain, this Lease shall terminate upon the election of either Party, effective on the date possession of the Leased Premises, or any portion thereof, is taken by the condemning authority or private purchaser as aforesaid. In the case of such partial condemnation and an election by the Parties hereto not to terminate this Lease, then the Rent payable hereunder shall, during the unexpired portion of the Lease, shall be pro-rated, based upon percentage of square feet of the Leased Premises so taken, of the whole of the Leased Premises stated in this Lease. The Town shall promptly provide the County and BCSO a copy of any and all notices from any such condemning authority, or private purchaser as mentioned above, respecting any requirement that the Town surrendered its right to all or any portion of the Leased Premises pursuant to this Article 14 (a).

(b) **NOTICE OF ELECTION:** Any notice of election by the County and BCSO to terminate this Lease as provided in this Article 14 shall be given by the County and BCSO to the Town within 30 days after written notice by the Town to the County and BCSO as provided in Article 14 (a) above, or within 30 days after receipt by BCSO of actual knowledge of any requirement that the Town surrendered its right to possession to all or

any part of the Leased Premises, whichever shall first occur. In the event this lease is not terminated pursuant to this article 14, after a taking of a portion of the leased premises, the Town shall make such reasonable repairs or alterations as may be necessary to make the structure of the leased premises and architectural whole, and this lease shall thereafter be in full force and effect, as provided herein.

(c) CONDEMNATION AWARD: Any payment or award from the condemning authority shall be the property of the Town.

15. SUBLETTING PROHIBITED:

BCSO shall not sublet all or any portion of the Leased Premises, or assign or otherwise transfer any of its rights under this lease, in whole or in part, to any third party without the prior written consent of the Town. Any and all documents utilized by the County and BCSO to evidence any subletting or assignment to which the Town has consented shall be subject to prior written approval by the Town and its counsel.

16. DEFAULT OF COUNTY AND BCSO:

Occurrence of any of the following shall constitute a Default under the Terms of this Lease:

(a) FAILURE TO PAY RENT OR MONEY DUE: If the County and BCSO shall fail to pay any payment of Rent, or any other sum of money due and payable under this Lease, whether to the Town or otherwise, when due and payable, and such failure shall continue for a period of Ten (10) days from the due date thereof;

(b) VIOLATION OF LEASE: If the County and BCSO shall violate any term of this Lease, or fail to perform any term, condition, covenant, obligation or agreement to be performed or observed by the County and BCSO under this Lease, and such failure shall continue for a period of Thirty (30) days after the delivery of written notice thereof;

(c) ABANDONMENT OF LEASED PREMISES: If the County and BCSO shall desert, vacate or not regularly use the Leased Premises for a period of 30 days or more, even though the County and BCSO continue to timely pay all Rent payments when due;

(d) INSOLVENCY: Any of the following occur with respect to the County and BCSO: (i) the County and BCSO become insolvent as such term is defined in the United States bankruptcy code or under the insolvency laws of any state, district, commonwealth or territory of the United States; (ii) the appointment of a receiver or custodian of any or all of BCSO's property or assets or the institution of a foreclosure action upon any of the County and BCSO's real or personal property as pertains to the Leased Premises and such receiver or custodian or such foreclosure action is not dismissed within 60 days; (iii) the County and BCSO's filing or consenting in writing to any petition under the provisions of the United States Bankruptcy code, or the insolvency laws of any State, district,

commonwealth or territory of the United States; (iv) the filing of a petition against the County and BCSO as the subject debtor under the United States bankruptcy code, or any insolvency laws of any state, district, commonwealth or territory of the United States, and which results in an order of relief in favor of the County and BCSO; (v) the County and BCSO's making or consenting, whether in writing or not, to a voluntary assignment for the benefit of creditors or a common-law composition of creditors; (vi) a court order dissolution of the County and BCSO or court ordered liquidation of substantially all of the County and BCSO's assets;

(e) **FAILURE TO BUDGET FOR RENT:** If BCSO shall fail to include amounts sufficient to pay Rent and any other amounts due under this Lease for any fiscal year during the Term of this Lease in its budget, or if the County shall fail to approve any budget for the BCSO that include amounts sufficient to pay Rent and any other amounts due under this Lease for any fiscal year during the Term of this Lease.

(f) **DISSOLUTION:** The dissolution of the County and BCSO for any reason;
or,

(g) **WARRANTIES AND REPRESENTATIONS:** Any of the representations or warranties of BCSO as set forth in this Lease are or become untrue or incorrect in any material respect during the term of this Lease.

17. **DEFAULT OF THE TOWN:**

Occurrence of any of the following shall constitute a Default under the Terms of this Lease:

(a) If the Town should fail to perform or observe any of the conditions or terms of this Lease, and such failure to perform or observe shall continue for a period of Thirty (30) days after written notice to the Town by the County and BCSO of such.

18. **RIGHTS OF THE PARTIES ON DEFAULT:**

(a) **ALL REMEDIES PRESERVED:** Upon Default of the other Party, the Town or the County and BCSO, as the case may be, shall be entitled to pursue any remedy at law or in equity available to it.

(b) **ATTORNEY'S FEES AND COSTS:** If any legal action or other proceeding is brought for the enforcement of this Lease, or because of a dispute, breach, default or misrepresentation in connection with all or any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such legal action or other proceeding, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party may be entitled.

19. INTERPRETATION:

The County and BCSO acknowledge that the County and BCSO have reviewed and agreed to all of the terms and provisions of this Lease and that the County and BCSO have had a full opportunity to consult with an attorney of the County and BCSO's choosing concerning the legal consequences of entering into this Lease with the Town. As a result of the foregoing, it is the intent of the Parties hereto that this lease shall not be construed or interpreted against either Party in any dispute concerning any term or provision of this Lease.

20. NO WAIVER:

The Town's acceptance of any payment of Rent following any default by the County and BCSO shall not waive the Town's rights regarding such a default. No waiver by the Town of any violation or breach of any of the terms contained in this Lease shall waive the Town's rights regarding any future violation of such term, or any violation of any other term contained within this Lease. The Town's acceptance of any partial payment of Rent shall waive the Town's rights with regard to the remaining portion of the Rent regardless of any endorsement or other statement on any instrument delivered in payment of Rent, or any writing delivered to the Town in connection therewith. Accordingly, the Town's acceptance of any partial payment as required by this Lease shall not constitute an accord and satisfaction with respect to the full amount of any such payment.

21. MECHANIC'S OR OTHER LIENS:

The County and BCSO shall have no power to subject the Leased Premises or the Town's interest in the Leased Premises to any mechanic's or any other lien. If any mechanic's or any other lien or order for the payment of money shall be filed against the Leased Premises by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or on behalf of the County and BCSO at the Leased Premises, or for or by reason of any change, alteration, or addition or the cost or expense thereof or any contract relating thereto, the County and BCSO shall cause the same to be discharged of record against the Leased Premises by bond or otherwise as allowed by law at the sole expense of the County and BCSO, within Thirty (30) days after written demand therefor by the Town, and shall also defend on behalf of the Town at the County and BCSO's sole cost and expense, any action, suit or proceeding that may be brought thereon or for the enforcement of any such lien or order, and the County and BCSO shall save the Town harmless from any judgment, claim or damage resulting therefrom.

22. ESTOPPEL CERTIFICATES:

The County and BCSO agree that at any time and from time to time upon not less than Ten (10) days prior written request by the Town, to execute, acknowledge and deliver to the Town a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been modifications that this Lease is in full force and effect

as modified and stating the modifications), and the dates to which the Rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article 22 may be relied on by any prospective purchaser or purchasers of the Town's interest in the Building or the Leased Premises.

23. WAIVER OF JURY TRIAL:

TO THE EXTENT PERMITTED BY LAW, THE TOWN AND THE COUNTY AND BCSO EACH AGREED TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING IN CONNECTION WITH THIS LEASE, OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO.

24. HAZARDOUS MATERIALS:

(a) HAZARDOUS MATERIALS PROHIBITED: The County and BCSO shall not cause or permit any hazardous materials to be brought upon, kept or used in or about the Leased Premises (other than in the ordinary course of the County and BCSO's Permitted Use, and then only in compliance with any and all applicable laws) without the prior written consent of the Town, which consent may be withheld by the Town for any reason. "Hazardous Materials" shall mean any substance, material or waste which is now or hereafter classified were considered to be hazardous, toxic, or dangerous, under any law or regulation relating to pollution or the protection or regulation of human health, natural resources or the environment, or which opposes or threatens to pose a hazard to the health or safety of any person on or about the Leased Premises, or the Building.

(b) TOWN'S RIGHTS: If the County and BCSO breaches its obligations under this Article 24, the Town may, but is not obligated to, immediately take, at the County and BCSO's expense, any and all action reasonably appropriate to remedy the same, including taking any appropriate action to clean up or remediate any contamination resulting from the County and BCSO's use, generation, storage or disposal of any Hazardous Materials.

(c) INDEMNIFICATION: The County and BCSO shall indemnify the Town and pay the cost of any cleanup or remediation and shall defend the Town, and hold the Town harmless from any claims, judgments, damages, penalties, fines or losses which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of any Hazardous Materials in, on or under the Leased Premises, or within the Building, which Hazardous Materials were brought upon, kept or used in or about the Leased Premises or the Building, by the County and BCSO. This indemnity provision shall survive the termination or expiration of this Lease.

(d) SURVIVAL: The obligations of the County and BCSO set forth in this Article 24 shall survive the expiration, cancellation or termination of this Lease.

25. MISCELLANEOUS:

(a) **BINDING EFFECT:** This Lease shall inure to the benefit of and shall be binding upon the Town, the County and BCSO and their respective successors and assigns, if any are permitted hereunder.

(b) **ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS:** This Lease supersedes all prior discussions and agreements between the Parties with respect to the Leased Premises and all other matters contained herein and constitutes the sole and entire agreement and understanding between the Town, the County and BCSO with respect to the Lease of the Leased Premises. This Lease shall not be modified or amended except by an instrument in writing signed by both the Town, the County and BCSO.

(c) **SEVERABILITY:** In the event that any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(d) **EXECUTION IN COUNTERPARTS:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) **APPLICABLE LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

(f) **CAPTIONS:** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Articles of this Lease.

(g) **RECORDING PROHIBITED:** The parties hereto may not record this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

(h) **PLURAL/SINGULAR:** Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

(i) **NO THIRD PARTY BENEFICIARIES:** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(j) **NOTICES:** All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case,

delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the Parties:

To the Town: THE TOWN OF HILTON HEAD ISLAND
Stephen G. Riley, Manager
One Town Center Court
Hilton Head Island, SC 29928

With Copy to: Gregory M. Alford, Esq.
ALFORD, WILKINS & COLTRANE, L. L. C.
Post Office Drawer 8008
Hilton Head Island, SC 29938-8008

To the County: BEAUFORT COUNTY, SOUTH CAROLINA
Gary Kubic, Manager
Post Office Drawer 1228
Beaufort, SC, 29901

To BCSO: BEAUFORT COUNTY SHERIFF'S OFFICE
Hon. P. J. Tanner
Post Office Box 1758
Beaufort, SC 29901

With Copy to: COUNTY ATTORNEY
Joshua A. Gruber, Esq.
Post Office Drawer 1228
Beaufort, SC 29901

(j) SURVIVAL: The obligations of the County and BCSO set forth in this Lease shall survive the expiration, cancellation or termination of this Lease, whether or not expressly stated with respect to any specific obligation.

(k) FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS: The Town and BCSO agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Lease and give effect hereto. The Town, the County and BCSO agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary, either before or after the execution delivery of this Lease. The obligations of this Article 26(1) shall survive the expiration, cancellation or termination of this Lease.

(Signatures Appear On Following Page)

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina, and Beaufort County Sheriff's Office, have, or have caused their duly authorized officers and representatives to execute this Lease as of the date and year first above written.

WITNESSES:

**THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA**

By: _____
Drew A. Laughlin, Mayor

Attest: _____
**Stephen G. Riley, ICMA-CM
Town Manager**

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Wm. Weston J. Newton, Chairman

Attest: _____
Gary Kubic, Administrator

WITNESSES:

**BEAUFORT COUNTY SHERIFF'S
OFFICE**

By: _____
P. J. Tanner



COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING AND INFRASTRUCTURE DIVISION

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Phone: (843) 255-2730 Fax: (843) 255-9420

TO: Councilman Herbert N. Glaze, Chairman, Public Facilities Committee

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

FROM: Robert McFee, PE, Division Director Engineering and Infrastructure *JRM*

SUBJ: **Update of Policy Statement 15 – Working on Private Property and
New Policy Statement 17 – Policy for Acceptance of Private Roads**

DATE: August 22, 2012

BACKGROUND. Upon the request of the property owners under Policy Statement 15, for the preservation of health safety and general welfare, public forces perform emergency repair work on private property. Our present policy statement providing staff guidance on this issue is unwieldy in practice as it attempts to establish policy for emergency work as well as road acceptance into the county system. In order to remain consistent in our delivery of service and compliant with state law, attached is a proposed update of this policy for your consideration.

Also for your consideration is a totally new proposed policy statement. Policy Statement 17 establishes a separate and concise procedure for accepting private roads into the County system. As these two issues are closely related, alteration of one policy must be complimented with clarification of the road acceptance issue.

RECOMMENDATION. These staff recommendations are presented for your review, comment and approval.

JRMjr/mjh

Attachments: 1) Jul 2012 Revised Policy Statement #15
2) Jul 2012 New Policy Statement #17

RESOLUTION

A RESOLUTION APPROVING THE BEAUFORT COUNTY POLICY FOR WORKING ON PRIVATE PROPERTY.

~~WHEREAS, Beaufort County Council has designated certain public roads that are maintained by the County's Public Works Department. (Other "public roads" within the County are designated and maintained by the Federal or State governments). All public roads are designated and maintained as public roads by the County Public Works Department; all other roads are private roads. Beaufort County employees shall not enter private property for the purpose of repairing or improving non-public roads, except as provided hereunder.~~

~~(A) Citizens who have not asked for their roads to be converted from private road(s) to a public road(s) may apply to the County Administrator (County Engineer) by petition to have their road(s) classified as "County maintained public roads". Such roads shall not be maintained until the appropriate rights-of-way or easement are donated to the County, and the property owner agrees the road(s) will be designated a "public road(s)" and the petition has been accepted.~~

~~(B) It is the policy of Beaufort County that it will not maintain "private driveways" as defined herein. A "private driveway" is defined as any vehicular pathway where ownership of the land abutting both sides of such pathway is the same and the pathway serves less than six (6) discrete dwelling units, and the property owners have not granted either an easement or a right-of-way to the County, as appropriate and the road is not designated as a public road.~~

~~(C) Exceptions to this policy may be granted, on a case-by-case basis, by a majority vote of County Council upon the recommendation of the County Administrator. Exceptions to this policy will be considered: upon receipt of a petition in writing from all the property owner(s) of a "private driveway" that serves five (5) or more discrete dwelling units, and the property owner(s) agreement to execute either an easement or a right-of-way (or assignment thereof) to the County as appropriate, and accept a public road designation. The County Administrator may recommend an exception to this policy based upon medical needs of occupants of private dwelling units abutting "private driveways", and refer his recommendation to the Public Services Committee for its review and recommendation to Council.~~

WHEREAS, Beaufort County employees shall not enter private property for the purpose of correcting drainage problems, unless the Engineering Department, the Stormwater Management Utility, or the Public Works Department can conclusively determine that actions of Beaufort County or another government entity created the problem. County employees shall obtain permission from the private property owner, **preferably** in the form of formal written

easements or rights-of-way, before entering the private property to correct problems caused by the actions of Beaufort County or other government entities. The County Administrator may recommend an exception to this policy based upon the health and welfare of the residents of the private property in question or their neighbors, and refer his recommendation to the Public **Services Facilities** Committee for its review and recommendation to the Council.

WHEREAS, This policy encourages Beaufort County employees to secure easements or rights-of-way to traverse property with ditches and other infrastructure so as to move water in the best interest of the Beaufort County Stormwater Management Program. Before any drainage work on private property may be done without properly executed easements or rights-of-way obtained in accordance with paragraph 2 above, the County Administrator must approve the work, after appropriate recommendation(s) from the Engineering and/or Public Works Departments.

NOW THEREFORE, BE IT RESOLVED, the Beaufort County Council does approve the Policy for Working on Private Property.

Adopted this ___ day of _____, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Wm. Weston J. Newton, Chairman

ATTEST:

Suzanne M. Rainey, Clerk to Council

POLICY FOR THE ACCEPTANCE OF PRIVATE ROADS

Policy Statement 15 (PS-15) adopted by County Council on July 28, 2003, outlined the County's policy with regard to "...WORKING ON PRIVATE PROPERTY". As a related issue, PS-15 also touches on a general procedure for qualifying and accepting private roads into the County's road maintenance inventory.

The demands on the County to accept private roads for maintenance purposes have grown, even as resources and funding have dwindled. County Council has to recognize the necessity of treating road acceptance as a separate issue, and wishes to clarify and refine the acceptance procedure. The new policy set forth herein is intended to supersede only those portions of PS-15 that deal with the acceptance of private roads and the operational definitions of "County road", "public road", "private road" and "private driveway".

Definitions:

1. County Road (Owned in Fee Simple): Any road, street or other vehicular pathway, paved or unpaved, that is owned and maintained by Beaufort County and designated for public use.
2. Public Road: A road, street or other vehicular pathway, paved or unpaved, that is owned by a government entity, maintained by a government entity, and designated for public use; all County roads are public roads.
3. Private Road: A road, street or other vehicular pathway, paved or unpaved, that is owned and maintained by a non-governmental body e.g., private individual (or individuals), property owners association, developer, etc., and that has not been designated for public use.
4. Private Driveway: A vehicular pathway where ownership of the land abutting both sides of such pathway is the same.
5. "Mixed" Road: A road that is privately owned but which is open to, and used by, the general public.
6. Dwelling Unit: Any residential unit including detached single-family dwellings, townhouse units, condominium units, individual apartments, and mobile homes; dwellings may be owner-occupied or rental units.

Qualifying Requirements

To be considered for acceptance, a road must

1. Not be a "private driveway" as defined above;
2. be directly accessible by a public road;
3. serve at least six (6) dwelling units;
4. not have abutting "heirs property(ies)"; and
5. property owners must submit a "Road Acceptance Application" as outlined below.

Road Acceptance Application

1. **Submission of Written Application (Petition)**: Any property owner with land abutting a private road may request a "Road Acceptance Application" from the County Engineering Division as follows:
 - a. Requests will be forwarded to the County's Right of Way Manager who will return an application form and a list of the names and mailing addresses of the abutting owners.
 - b. It will be the applicant's responsibility to have each and every owner sign the application and then to return the completed document to the County Right of Way Manager; 100% participation on the part of the property owners is required for acceptance consideration.
 - c. The County Right of Way Manager will ensure that all necessary signatures have been obtained; he/she will notify the applicant of any deficiencies.

2. The completed application indicates the property owners' willingness to:
 - a. Donate that amount of land needed to assemble a 50 foot – wide right-of-way. A lesser right-of-way may be considered if it can be demonstrated that it is not feasible to assemble a full 50 foot right-of-way.
 - b. Donate any existing or proposed drainage easements that the Public Works Department considers necessary for adequate drainage.
 - c. Have the road designated for public use.

3. The completed application also indicates the property owners' permission for County employees to enter their property, as necessary, for the purpose of inspecting the existing roadway, assessing drainage needs, and surveying the proposed 50 foot – wide right of way.

4. In the case of Public Roads or Mixed Roads the "Road Acceptance Application " must be made by the owner(s) of the road and copies of the deeds on file must also be included in the submittal.

Right-Of-Way Deeds

When it is determined that an application has been properly executed, the County Right of Way Manager will prepare the necessary right-of-way deeds. Each deed will reference the County's survey of the proposed 50 foot - wide right-of-way. The deeds will be mailed to all property owners at the address used by the County Treasurer for property tax mailings. All executed instruments must be submitted prior to the acceptance process moving forward.

Road Inspection

The County Right of Way Manager will determine the length of the road and the number of discrete dwelling units served by the road. He/she will pass this information on to the Public

Works Director whose staff will conduct an inspection of the existing roadway for the purpose of assessing needed repairs, drainage adequacy, and the estimated cost of bringing the road up to acceptable condition. A summary of these findings, along with comments and recommendations, will be returned to the County Right of Way Manager.

Public Facilities Committee Agenda Item

The County Right of Way Manager will prepare an agenda item summarizing all the data regarding the subject road. The agenda item will include the recommendations, if any, of the Engineering Division and Public Works Department. The recommendation shall include projected yearly maintenance cost as well as estimated life cycle replacement cost.

Public Facilities Committee and County Council

An affirmative vote by simple majority, first by the Public Facilities Committee and then by the County Council, is required for road acceptance.

NOW THEREFORE, BE IT RESOLVED, the Beaufort County Council does approve the Policy for Acceptance of Private Roads.

Adopted this ___ day of _____, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Wm. Weston J. Newton, Chairman

ATTEST:

Suzanne M. Rainey, Clerk to Council



COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING AND INFRASTRUCTURE DIVISION

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Phone: (843) 255-2730 Fax: (843) 255-9420

TO: Councilman Herbert N. Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator

FROM: Robert McFee, PE, Division Director of Engineering and Infrastructure

SUBJ: **Proposed Dedication of Town of Hilton Head Roads to Beaufort County**

DATE: August 22, 2012

BACKGROUND. Since its incorporation in 1983, the Town of Hilton Head Island has acquired a number of private road rights-of-way. The Town's current maintenance inventory includes 49 roads totaling 11.5 miles. The rights-of-way were acquired by the Town in fee simple, the majority from private land owners. (One was acquired from SCDOT, another from FDIC.)

Based on a staff recommendation, the Town is requesting that Beaufort County accept 31 of these roads (7.15 miles paved; 0.54 miles unpaved) for ongoing maintenance and improvements (e.g., paving). The list is attached.

RECOMMENDATION. Considering the long term costs associated with these roads and the existing condition of the roads, staff recommends that they not be accepted at this time.

JRMjr/EWK/cvs

Attachment: 6/25/12 Town of Hilton Head Dedication of Town Roads Request

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov



Drew A. Laughlin
Mayor

June 25, 2012

Kenneth S. Heitzke
Mayor Pro Tem

Council Members

Wm. Lee Edwards
Wille (Bill) Ferguson
William D. Harkins
Kimberly W. Lkins
George W. Williams, Jr.

Mr. Gary Kubic, County Administrator
Beaufort County
Post Office Drawer 1228
Beaufort, SC 29901

Re: Dedication of Town Roads

Stephen G. Riley
Town Manager

Dear Gary:

Our Town Council has approved the dedication of certain Town owned roads to Beaufort County for ownership and maintenance responsibilities. We would like to dedicate thirty roads, totaling 7.37 miles. Attachment "A" lists these roads along with their individual lengths and right of way widths. Twenty-three are paved roads and seven are not paved. The Town has acquired these roads over the past several years through acquisitions related to Town projects and the donations of the private road owners.

We respectfully request that this item be presented to County Council for consideration of acceptance at your earliest convenience. Our staff will be glad to assist with any inquiries you may have regarding the roads and I ask that they contact Jeff Buckalew (843-384-5142 or jeffb@hiltonheadislandsc.gov) if they have any questions. Thank you in advance for your cooperation and prompt consideration of this offer.

Sincerely,

A handwritten signature in blue ink that appears to read "SRiley".

Stephen G. Riley, ICMA-CM
Town Manager

C: Drew Laughlin
Gregg Alford
Scott Liggett
Jeff Buckalew

EXHIBIT A
TOWN OF HILTON HEAD ISLAND ROADS
TO BE DEDICATED TO BEAUFORT COUNTY (2012)

	ROAD NAME	SURFACE	LENGTH (FT)	R/W WIDTH
1	ALEX PATTERSON ROAD	UNPAVED	437	50
2	ARROW ROAD	PAVED	4037	60
3	AUTOMOBILE PLACE	PAVED	708	66
4	BAYBERRY LANE (partial)	PAVED	172	20
4A	BAYBERRY LANE (partial)	UNPAVED	362	50
5	BLAZING STAR LANE	UNPAVED	600	VARIES (40' - 66')
6	BOBWHITE LANE	PAVED	544	50
7	CASSINA LANE	UNPAVED	602	VARIES (20' - 50')
8	DOGWOOD	UNPAVED	315	50
9	DUNNAGANS ALLEY	PAVED	2505	50
10	ELDERBERRY LANE	UNPAVED	318	50
11	EXCHANGE STREET	PAVED	361	50
12	FIRETHORN LANE	PAVED	1838	50
13	HAIG POINT CIRCLE	PAVED	2181	66
14	HOSPITAL CENTER BOULEVARD	PAVED	2090	110
15	INDIGO RUN DRIVE	PAVED	3712	150
16	JACANA STREET	PAVED	1048	50
17	JARVIS PARK ROAD	PAVED	1602	50
18	JUNIPER LANE	PAVED	545	50
19	KATIE MILLER DRIVE	PAVED	507	60
20	KINGBIRD LANE	PAVED	1069	60
21	LAUREL LANE	PAVED	538	50
22	MAC DONOUGH LANE	UNPAVED	242	50
23	MALLARD STREET	PAVED	1301	50
24	NATURES WAY	PAVED	1186	50
25	NORTH MAIN STREET	PAVED	3028	50
26	OFFICE PARK ROAD	PAVED	2274	60
27	PELICAN STREET	PAVED	1421	50
28	SANDPIPER STREET	PAVED	1272	50
29	SEA OAK LANE	PAVED	964	50
30	WILD HORSE ROAD	PAVED	1151	50

RELEVANT QUANTITIES:

30 TOTAL	7.37	miles of roads
7 UNPAVED	0.54	miles of dirt roads
23 PAVED	6.83	miles of paved roads

June 19, 2012

A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND

Resolution Number: 2012-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO PETITION BEAUFORT COUNTY, SOUTH CAROLINA TO ACCEPT THE DEDICATION OF CERTAIN TOWN OWNED ROADS.

WHEREAS, The current inventory of roads owned and maintained by the Town of Hilton Head Island, South Carolina (the "Town") includes 50 roads totaling 11.60 miles. It has been the policy of the Town to ultimately turn ownership of these acquired roads over to the County for ongoing maintenance and improvements.

WHEREAS, The Public Facilities Committee has recommended that Town Council dedicate 30 road rights of way, totaling 7.17 miles, to Beaufort County for perpetual maintenance. The roads proposed for dedication to the County are shown in Exhibit A.

WHEREAS, the Town Council for the Town has determined that it is in the best interests of the Town to authorize the Town Manager to initiate communications with and petition Beaufort County to accept the dedication of the road rights of way from the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

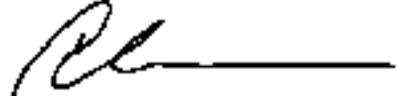
1. The Town Manager is hereby authorized to execute initiate communications with and petition Beaufort County regarding the dedication of the road rights of way listed on the attached Exhibit A to the County; and
2. The Town Manager is hereby authorized to take such other and further action as may be necessary to complete the actions authorized hereby.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE
TOWN OF HILTON HEAD ISLAND ON THIS 1st DAY OF June, 2012.



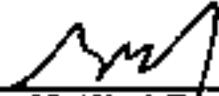
Drew Laughlin, Mayor

ATTEST:



Curt Brack, Town Clerk

Approved as to Form:



Gregory M. Alford, Town Attorney

Introduced by Council Member: KENNETH S. HEITZKE

EXHIBIT A

TOWN OF HILTON HEAD ISLAND ROADS

FROM THE MEDICATHLETIC BEACH PORT GOLF COURSE (2012)

ROAD NAME	STATUS	LENGTH	ROAD WIDTH
1 ALEX PATTERSON ROAD	UNPAVED	437	50
2 ARROW ROAD	PAVED	4037	60
3 AUTOMOBILE PLACE	PAVED	708	66
4 BAYBERRY LANE (partial)	PAVED	172	20
4A BAYBERRY LANE (partial)	UNPAVED	362	50
5 BLAZING STAR LANE	UNPAVED	600	VARIES (40' - 66')
6 BOBWHITE LANE	PAVED	544	50
7 CASSINA LANE	UNPAVED	602	VARIES (20' - 50')
8 DOGWOOD	UNPAVED	315	50
9 DUNNAGANS ALLEY	PAVED	2505	50
10 ELDERBERRY LANE	UNPAVED	318	50
11 EXCHANGE STREET	PAVED	361	50
12 FIRETHORN LANE	PAVED	1838	50
13 HAIG POINT CIRCLE	PAVED	2181	66
14 HOSPITAL CENTER BOULEVARD	PAVED	2090	110
15 INDIGO RUN DRIVE	PAVED	3712	150
16 JACANA STREET	PAVED	1048	50
17 JARVIS PARK ROAD	PAVED	1602	50
18 JUNIPER LANE	PAVED	545	50
19 KATIE MILLER DRIVE	PAVED	507	60
20 KINGBIRD LANE	PAVED	1069	60
21 LAUREL LANE	PAVED	538	50
22 MAC DONOUGH LANE	UNPAVED	242	50
23 MALLARD STREET	PAVED	1301	50
24 NATURES WAY	PAVED	1186	50
25 NORTH MAIN STREET	PAVED	3028	50
26 OFFICE PARK ROAD	PAVED	2274	60
27 PELICAN STREET	PAVED	1421	50
28 SANDPIPER STREET	PAVED	1272	50
29 SEA OAK LANE	PAVED	964	50
30 WILD HORSE ROAD	PAVED	1151	50

30 TOTAL	7.37	miles of roads
7 UNPAVED	0.54	miles of dirt roads
23 PAVED	6.83	miles of paved roads

June 19, 2012

Memo



To: Town Council

Via: Stephen Riley, Town Manager

From: Public Facilities Committee

Subject: Dedication of Town Roads to Beaufort County

Date: June 19, 2012

Recommendation: The Public Facilities Committee recommends Town Council dedicate certain roads rights of way to Beaufort County for perpetual maintenance (see Exhibit A).

Summary:

Since its incorporation the Town has acquired several private road rights of way. The current inventory of Town maintained roads includes 50 roads; totaling 11.60 miles (see Exhibit B). It has been the policy of the Town to ultimately turn ownership of these acquired roads over to the County for ongoing maintenance and improvements. The roads proposed for dedication to the County are shown in Exhibit A. This includes 30 roads, totaling 7.17 miles. The County may elect not to accept some or all of the roads being offered.

Staff further recommends that certain roads be retained by the Town as they serve Town properties or they are programmed for improvements in the Capital Improvements Program (CIP) as denoted in Exhibit B. Once improvements have been made to those roads which satisfy the goals and objectives of the Town's CIP, recommendations will be made to also dedicate those roads to the County.

Background:

The future maintenance of these roads given their declining state of their condition will require increases in future budgets and a more formal road maintenance and rehabilitation program. The Town has no public works department and provides only remedial maintenance to these roads as necessary. This mainly includes signage, pavement markings, pavement repairs, shoulder maintenance.

Most of the roads being offered for dedication have been paved. 23 of the roads, totaling 6.62 miles, have an asphalt surface. However 7 of the roads, totaling 0.54 miles, are unpaved. It is staff's intention that these will be added to the County's road paving program and ultimately be paved by the County.

There are 20 roads, totaling 4.44 miles, that staff recommends the Town retain. Some of these lie within Town properties and are not encumbered by a recorded right of way and some involve pending Town projects and will be dedicated in the future.

Rainey, Sue

From: Al Truesdale [altruesdale@islc.net]
Sent: Wednesday, August 22, 2012 8:56 AM
To: Rainey, Sue
Cc: Frank Emminger
Subject: Seabrook Point Roads Commission

Dear Ms. Rainey,

Greetings. I am writing to check on the status of the nomination of Mr. Keith Dawkins to serve as a member of the Seabrook Point Property Owners Roads Commission.

Mr. Dawkins information is: 21 Stuart Street, Seabrook, SC 29940, 843-846-2922, keithandSelva@Yahoo.com

Thank you,

Al Truesdale
President, SPPOA Board of Directors
843-846-1500

SEABROOK POINT SPECIAL PURPOSE TAX DISTRICT

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
1. Frank Emminger, Vice Chairman 38 Seabrook Point Drive Seabrook, SC 29940	846-0568	6/11/2007	6/27/2011	4	2015	8	Caucasian	North	Male
2. Judy Daigle 28 Seabrook Point Dr. Seabrook, SC 29940	846-6025	6/11/2007	6/27/2011	4	2015	8	Caucasian	North	Female
3. Steve Jones, Secretary / Treasurer 7 Seabrook Point Ct Seabrook, SC 29940	846-0732	6/11/2007 Resigned June 7, 2012	6/27/2011	4	2015	8	Caucasian	North	Male
4. Al Truesdale PO Box 316 Seabrook, SC 29940	846-1500	7/25/2011		4	2015	8	Caucasian	North	Male
5. Bill Waldron 40 Seabrook Point Dr. Seabrook, SC 29910	846-0894	6/11/2007	6/27/2011	4	2015	8	Caucasian	North	Male

Authorized Membership: 5 Vacancies: Terms Expired: 0

www.seabrookpoint.com

Historical Background: Ordinance 1990-7 created May 21, 1990
--