

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

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ROBERTS "TABOR" VAUX

JOSHUA A. GRUBER  
INTERIM COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II  
COUNTY ATTORNEY

AGENDA  
PUBLIC FACILITIES COMMITTEE  
Monday, June 25, 2018  
**2:30 p.m.**  
Executive Conference Room, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

Committee Members:  
Stu Rodman, Chairman  
York Glover, Vice Chairman  
Rick Caporale  
Michael Covert  
Alice Howard  
Jerry Stewart  
Roberts "Tabor" Vaux

Staff Support:  
Patrick Hill, Director  
IT Systems Management  
Colin Kinton, Division Director  
Transportation Engineering  
Eric Larson, Division Director  
Environmental Engineering  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. CALL TO ORDER – **2:30 P.M.**
2. DISCUSSION / BOYS AND GIRLS CLUB OF THE LOWCOUNTRY / PROPOSED PURCHASE AGREEMENT ([backup](#))
3. DISCUSSION OF EMS RELOCATION TO 170 / 46 CIRCLE ([backup](#))
4. CONTRACT RENEWAL / FY 19 DAUFUSKIE ISLAND FERRY SERVICES (\$361,630.08) ([backup](#))
5. SC 46/BLUFFTON PARKWAY ROUNDABOUT OVERHEAD SIGNAGE UPDATE
6. DAUFUSKIE UPDATES
  - A. MARSHSIDE MAMMAS
  - B. FACILITIES AND BEACH BATHROOMS
7. SOLID WASTE AND RECYCLING WORK SESSION ([backup](#))
8. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
  - A. Beaufort County Transportation Committee (One Vacancy Council District 5)
  - B. Keep Beaufort County Beautiful Board (Two Vacancies – Council Districts 1 and 8)
  - C. Solid Waste and Recycling Board (One Vacancy – Solid Waste District 2, Town of Port Royal)
9. ADJOURNMENT



STATE OF SOUTH CAROLINA            )  
   )  
 COUNTY OF BEAUFORT                    )           **CONTRACT OF SALE**

This **CONTRACT OF SALE** (“**Contract**”) made and entered into by and between **BOYS AND GIRLS CLUB OF THE LOW COUNTRY**, Post Office Box 714, Estill, SC 29918 (hereafter referred to as “**Seller**”) and **BEAUFORT COUNTY**, \_\_\_\_\_ (hereafter referred to as “**Purchaser**”).

**WHEREAS**, the Seller owns the Real Property; and

**WHEREAS**, the Seller desires to donate to the Purchaser and the Purchaser desires to accept from the Seller the Real Property subject to the terms of this Contract.

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree to as follows:

1. **DEFINED TERMS.** Terms defined in the preamble of this Contract have their assigned meanings, and the following terms have the meanings assigned to them:
  - a. “Closing” means the consummation of the transaction contemplated by this Contract.
  - b. “Effective Date” means the final date upon which this Contract is fully executed, with any and all changes initialed, by both parties.
  - c. “Marketable Title” means a title that an owner's title insurance policy can be issued by an ALTA title insurance company licensed to do business in the State of South Carolina guaranteeing to insure title to the Real Property at normal rates and without exception.
  - d. “Real Property” means the parcels of property with the following legal descriptions:

All that certain piece, parcel, or lot of land situate, lying, and being on Port Royal Island, Beaufort County, South Carolina, containing 2.937 acres of land, more or less, and being more particularly shown on a plat prepared by David S. Youmans, RLS, dated August 8, 1966, revised April 13, 1999 and June 14, 1999, as Parcel A (1.00 acre) and Parcel B (1.937 acres). Reference to this plat recorded in Plat Book 71 at Page 56 in the records of Beaufort County, SC, is prayed for a fuller and more complete description as to the metes, calls, distances, and boundaries of the said 2.937 acres hereby conveyed.

- e. “Settlement Agent” means **THE MIKKELSON LAW FIRM, LLC**.

2. **PURCHASE AND SALE.**
  - a. **Sale of Property.** Subject to the provisions of this Contract, the Seller shall donate to the Purchaser the Real Property, and the Purchaser shall accept from the Seller the Real Property.

Initials: Purchaser \_\_\_\_\_ Date \_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_

- b. **Closing.** The Closing is to occur on or before \_\_\_\_\_ by 5 p.m. Eastern Standard Time (“Closing Date”) at the offices of the Settlement Agent or on another date to which the parties agree to in writing. The Purchaser shall be entitled to possession of the Real Property at Closing.
  - c. **Closing Costs.** In consideration of the donation, Purchaser shall pay all closing costs, including any costs associated with curing title defects in the property.
  - d. **Brokerage Fees.** The Seller and Purchaser each acknowledge that no real estate sales commission is due to a real estate agent, broker, agency, company or otherwise in this transaction and that neither party has consulted with any employee or agent of same. In the event of a claim for any commission, finder's fee, compensation or reimbursement, the party alleged to have engaged in the acts, conduct, or representations which result in the claim being made agrees to indemnify, hold harmless, and defend the other party from all costs resulting from such claim.
3. **CONVEYANCE OF MARKETABLE TITLE.** Seller shall convey to Purchaser good and Marketable Title to the Property in fee simple by limited warranty deed, in recordable form, free and clear of all liens and encumbrances whatsoever other than applicable covenants, restrictions, easements, options and affirmative obligations recorded in the Register of Deeds for Beaufort County, South Carolina, and applicable laws and ordinances. At Closing, Seller shall execute all documentation reasonably requested by Purchaser’s title insurance company.
4. **TITLE OBJECTION.** At or before Closing, Purchaser shall deliver to Seller a written statement of objections, if any, to Seller’s title to the Real Property, and Seller shall have thirty (30) days after the receipt of such statement of objections in which to cure or remove the same. Seller does hereby covenant and agree to use Seller’s best efforts to cure or remove said objection within said thirty (30) day period. In the event Seller fails or refuses to cure or remove said objections within said thirty (30) day period (or within such longer period as may be designated by Purchaser in writing), Purchaser shall have the option of either (i) purchasing the Real Property with no abatement in price or (ii) terminating this Contract by written notice and Purchaser shall receive back its Earnest Money from the Settlement Agent, and no party hereto shall have any further rights, liabilities or obligations hereunder.
5. **RISK OF LOSS AND DAMAGE.** In case the Property is wholly or substantially damaged by fire, storm or other casualty, Purchaser may elect, within twenty (20) days after receiving written notice thereof, to proceed hereunder with mutually agreed adjustment in the terms of this Contract, or terminate this Contract and receive back all money deposited hereunder. In the event the Property is damaged by the Purchaser, or by any person upon the Property on the Purchaser’s behalf (i.e. inspector), such damage shall be repaired at the Purchaser’s expense.

Initials: Purchaser \_\_\_\_\_ Date \_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_

6. **NON-RESIDENT TAX WITHHOLDING.** Seller shall comply with the provisions of South Carolina Code §12-8-580 and U.S. Internal Revenue Code § 1445 (as amended) regarding withholding requirements for sellers who are not South Carolina or U.S. Residents.
  
7. **NOTICES.** Any notice required or permitted to be given under this Contract (“Notice”) must comply with the requirements of this Section. Any such Notice shall be in writing and shall be deemed to have been given if delivered by hand, email (provided that the recipient returns emailed confirmation of receipt), facsimile, recognized overnight courier service (such as UPS or Federal Express), or mailed by certified mail, return receipt requested, with postage prepaid and addressed:
  - a. To the party; or
  - b. To the Seller’s or Purchaser’s closing attorney.
  
8. **DEFAULT.** Upon failure of either party to comply with the terms hereof within the stipulated time, and after notice of said default is provided pursuant to the notice Section 11 with a ten (10) calendar day right to cure, it is understood and agreed by and between the parties hereto that either party may proceed with all rights and remedies at law or in equity against the defaulting party. In the case of a Purchaser default, the Seller may elect, in lieu of all other remedies, the forfeiture of the Earnest Money as liquidated and agreed upon damages. In the event of a forfeiture of the Earnest Money, it shall be forfeited to Seller. In the event of any litigation commenced because of a default hereunder, the prevailing parties in such litigation shall be entitled to recover attorneys fee and court costs from the non-prevailing parties.
  
9. **SETTLEMENT AGENT.** All escrowed monies or earnest money deposits contemplated herein shall be held by the Settlement Agent. The Settlement Agent shall not be charged with any knowledge until such facts are communicated to the Settlement Agent in writing. The Settlement Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction to its counsel fees, costs, disbursements, and all other expenses and liabilities to which it may, in its sole judgment, be subjected to in connection with such action. Purchaser and Seller shall at all times indemnify the Settlement Agent against all actions, proceedings, claims or demands arising out of this transaction. In the event of a dispute by and between Purchaser and Seller which can not be resolved, Settlement Agent shall have the option of depositing the Earnest Money into the Office of the Clerk of Court for Beaufort County, South Carolina pending resolution of the disposition of said funds and upon depositing said funds, Settlement Agent shall have no further responsibilities. Settlement Agent is authorized to deduct from the Earnest Money any filing fees necessary to deposit same with the Office of the Clerk of Court for Beaufort County, South Carolina.
  
10. **STATUTORY AND OTHER ADDENDA.**
  - a. In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Paragraph 48-39-10, et. Seq., South Carolina Code of Laws),

Initials: Purchaser \_\_\_\_\_ Date \_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_

an Addendum will be attached to this Agreement incorporating the required disclosures at Seller's expenses.

- b. The Purchaser has  has not  reviewed a South Carolina Property Condition Disclosure Statement.
- c. The South Carolina Vacation Rental Act does  does not  apply to this transaction.
- d. This Contract applies  does not apply  to a residence built prior to 1978. If such residence was built prior to 1978, this Contract is subject to the Lead Based Paint Contingency Addendum and the Lead Based Paint Disclosure.
- e. Flood insurance is required  is not required  for any federally insured mortgage on the Property.

#### 11. MISCELLANEOUS.

- a. **Binding.** This Contract shall be binding upon and shall inure to the benefit of Seller and Purchaser, their respective successors, successors-in-title, legal representatives, heirs and assigns.
- b. **Severability.** In the event any provision hereof is held to be invalid or unenforceable, such invalidity or un-enforceability shall not affect the validity or enforceability of any other provisions hereof.
- c. **Entire Agreement.** This Contract contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect.
- d. **Modification.** This Contract may not be modified except by written modification, executed by all parties hereto.
- e. **Headings.** All titles or captions of the paragraphs set forth in this Contract are inserted only as a matter of convenience and/or reference and in no way define, limit, extend or describe the scope of this Contract, or the intent of any provision hereof.
- f. **Notification.** All notices, consents, demands, or requests required under this Contract shall be sent to the other party at their address written above via certified first class mail or email with read receipt.
- g. **Counterparts.** This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.
- h. **Choice of Law.** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.
- i. **Rules of Construction.** Any reference to a section, article, exhibit or schedule in this Agreement pertains to this Agreement, unless otherwise stated.
- j. **Survival.** This Contract, and the warranties and representations set forth herein, shall not be merged into the documents executed at Closing, but shall survive the Closing and provisions hereof shall remain in full force and effect.

Initials: Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**IN WITNESS WHEREOF**, the Purchaser has caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSES:**

\_\_\_\_\_

**PURCHASER:  
BEAFORT COUNTY**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**ITS:** \_\_\_\_\_

**IN WITNESS WHEREOF**, the Seller has caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSES:**

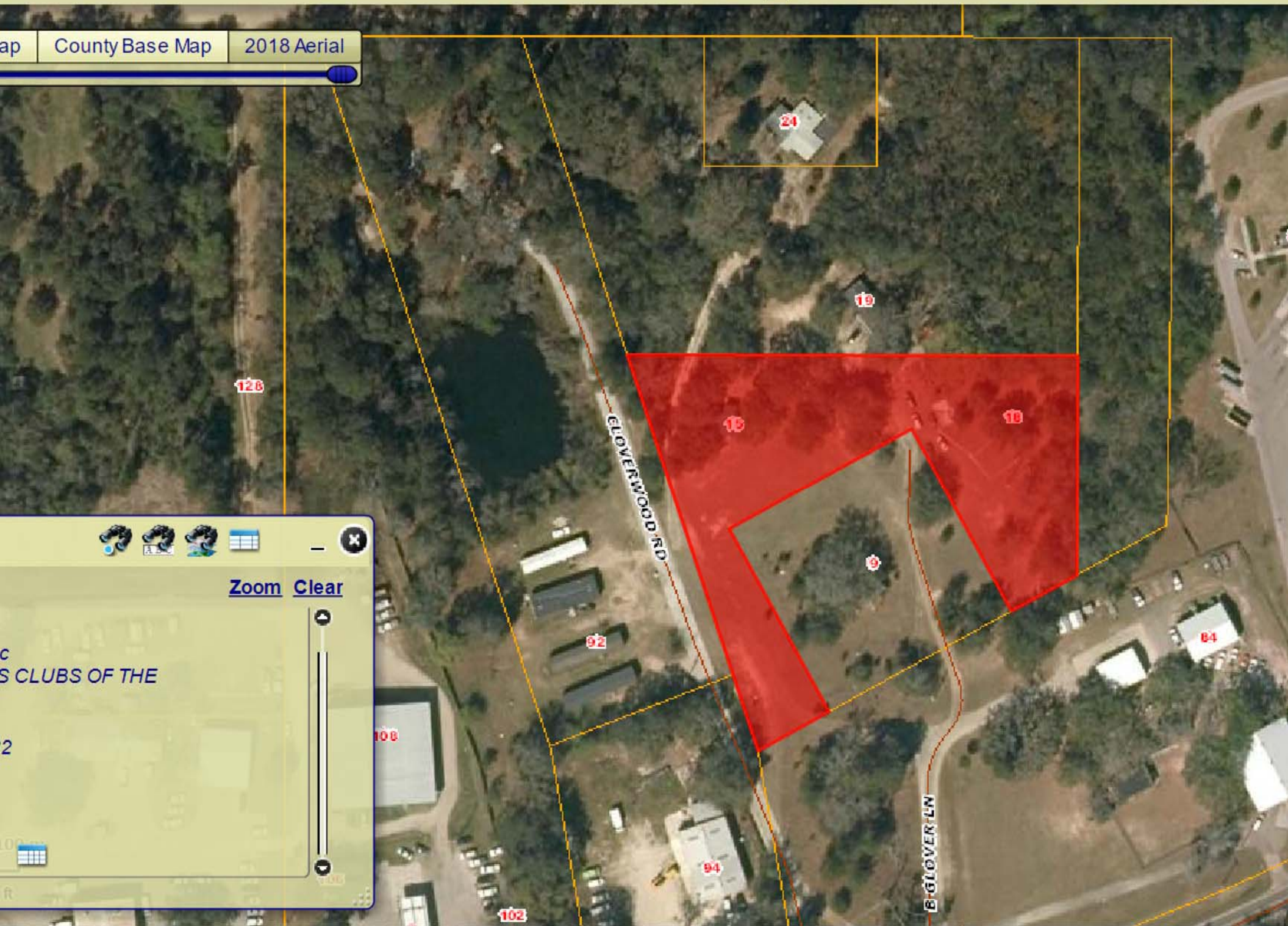
\_\_\_\_\_

**SELLER:**

**BOYS & GIRLS CLUB OF THE  
LOWCOUNTRY**

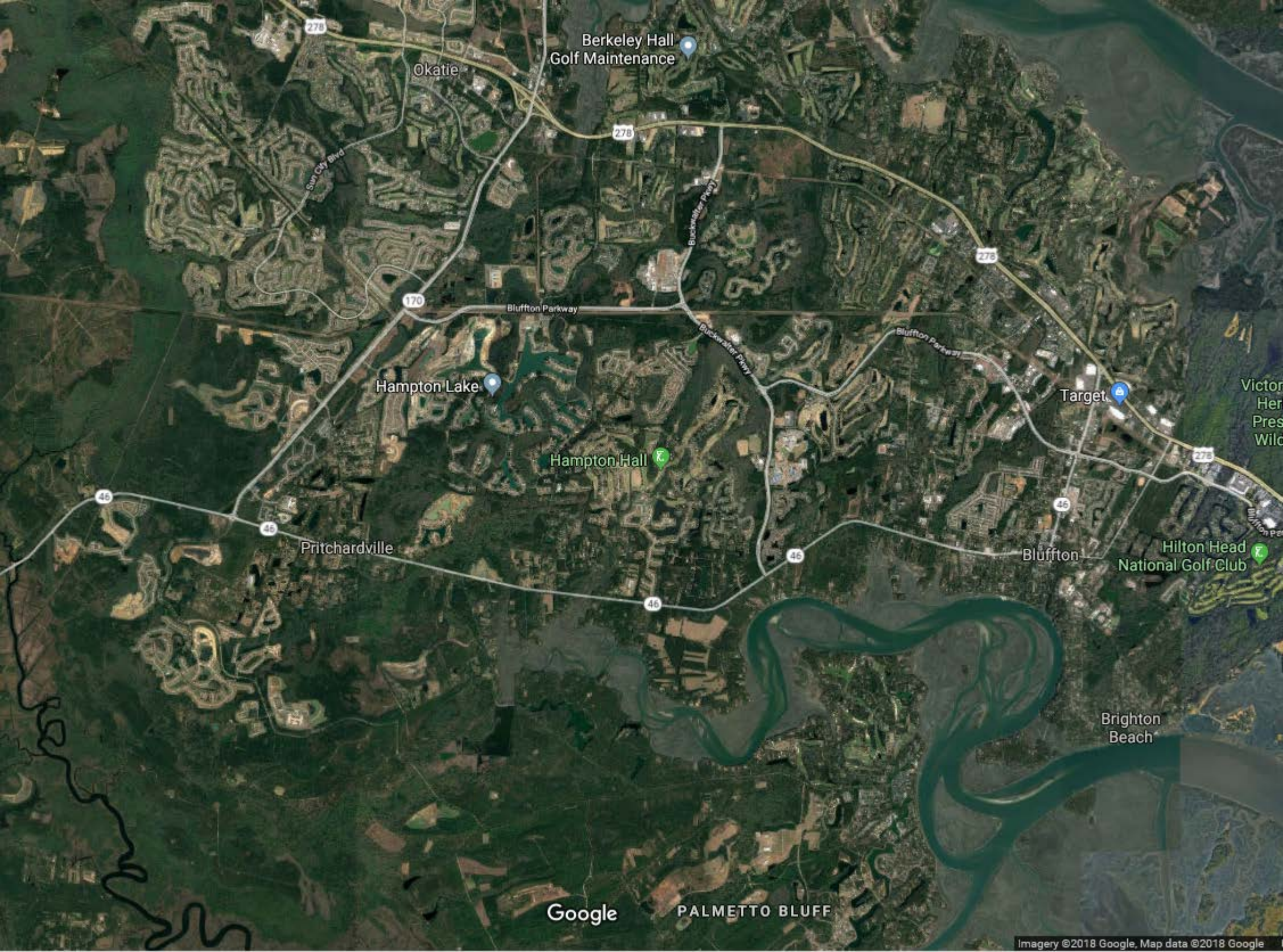
\_\_\_\_\_  
**BY: CHRIS PROTZ**  
**ITS: PRESIDENT**

Initials: Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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Bluffton Parkway

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Buckwater Pkwy

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Hampton Lake

Hampton Hall

Target

Victor  
Her  
Pres  
Wild

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46

Pritchardville

46

Bluffton

46

Hilton Head  
National Golf Club

46

Brighton  
Beach

Google

PALMETTO BLUFF





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

*Dave Thomas, CPPO, CPPB*  
Purchasing Director  
E-Mail: [dthomas@bcgov.net](mailto:dthomas@bcgov.net)

17 April 2018

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  
Contract Number: RFP 042916

It is a great pleasure to inform you that Beaufort County wishes to renew the above mentioned contract for a twelve month period at a rate of \$30,135.84 per month. The contract renewal period will begin on July 1, 2018 and end on June 30, 2019.

Please sign below and also kindly forward an updated Certificate of Insurance at your earliest convenience.

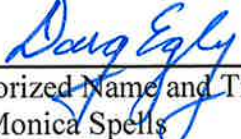
We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or [tmyers@bcgov.net](mailto:tmyers@bcgov.net) if you have any questions.

FOR BEAUFORT COUNTY

*Dave Thomas*

Dave Thomas, CPPO, CPPB  
Purchasing Director, Beaufort County

*The signature below authorizes the renewal of the aforementioned Contract for an additional one (1) year term pursuant to amendments, original contract, and Terms and Conditions found in the original solicitation.*

  
\_\_\_\_\_  
Authorized Name and Title to bind company  
cc: Monica Spells

*5-21-18*  
\_\_\_\_\_  
Date



**BEAUFORT COUNTY PUBLIC WORKS**  
120 Shanklin Road  
Beaufort, South Carolina 29906  
Voice (843) 255-2800 Facsimile (843) 255-9435

## **SOLID WASTE & RECYCLING LONG RANGE PLANNING**

### **Review of current methods, practices and policies:**

- Eleven staffed convenience centers
- Unmanned convenience center on Daufuskie Island scheduled to close September 1, 2018, pending execution of operations contract with Dolphin Shared Management
- County pays for hauling of all waste from the convenience centers
- County pays for disposal of residential waste generated within Beaufort County
- Concerns: Future growth, operational capacity of convenience centers, rising costs for recycling, remaining landfill life, environmental impacts

## **VISION MOVING FORWARD – SHORT TERM**

### REVIEW OF RESOLUTION 2016/9

- Adopted May 23, 2016
- Implement curbside collection of solid waste and recyclables in all unincorporated solid waste districts
- Phase out collection of Class 3 (household) waste at the convenience centers by 2020
- Revised timeline

### OTHER FACTORS:

- Staff will review proposals and make recommendation to County Council
- County Council will vote to award or not award contract(s)
- Final decision on the convenience centers will depend upon the direction taken for the curbside contract(s). Possible alternatives include closing one or more centers, consolidating sites, repurposing centers, and/or building another modern center to serve residents in northern Beaufort County.
- Increase in net cost for services, *if any*, will be paid by Beaufort County property tax

## **VISION MOVING FORWARD – LONG RANGE PLANNING**

### Waste Management landfill:

- Current contract expires in 2025
- Future landfill life
- Transfer station at Hickory Hill?

### ITEMS FOR DISCUSSION:

- 1) Landfill in Beaufort County
- 2) Other disposal options

- Transfer station(s) - Concept previously rejected due to concerns about location
  - Regionalization – Partner with neighboring counties to increase system efficiency and reduce costs by utilizing other nearby facilities
  - Waste-To-Energy plant
  - Other technologies
- 3) Current policy of the county paying for disposal of waste
  - 4) Composting
  - 5) Recycling
  - 6) Creation of an independent solid waste authority
  - 7) Consultant

### **NEXT STEPS....**

RESOLUTION 2016 / 9

**A RESOLUTION ADOPTING THE BEAUFORT COUNTY IMPLEMENTATION PLAN  
FOR CURBSIDE COLLECTION OF WASTE AND RECYCLING IN  
UNINCORPORATED AREAS OF  
SOLID WASTE DISTRICT 5, 6, 7, 8 AND 9 BY JUNE 30, 2020**

**WHEREAS**, the Beaufort County Solid Waste and Recycling Board was created with the mission to advise the council and county staff in determining appropriate levels of public solid waste management services for residential, commercial and industrial taxpayers and governmental entities within the county; and

**WHEREAS**, on July 23, 2015, the Solid Waste and Recycling Board recommended to County Council that Council direct staff to initiate actions to phase out Convenience Center use in Beaufort County and complete the transition to a curbside system for waste collection and recyclables by 2020; and

**WHEREAS**, County Staff, with guidance from its consultant developed a plan dated March 2016 which recommended a series of steps requiring coordination with municipalities, review and revision of County ordinances and negotiation of franchise agreements in order to implement curbside services; and

**WHEREAS**, staff presented to the Solid Waste and Recycling Board the proposed plan to implement curbside collection of waste and recyclables in all unincorporated solid waste Districts (5, 6, 7, 8, and 9) by June 30, 2020; and

**WHEREAS**, county-wide curbside collection will benefit Beaufort County citizens by offering more convenient opportunities to recycle, increasing collection efficiency, reducing the environmental and safety issues associated with the overuse of Convenience Centers as our population increases and

**WHEREAS**, the Solid Waste and Recycling Board and County staff recommend adoption of the Beaufort County Curbside Collection Plan and the recommendations therein.

**NOW THEREFORE, BE IT RESOLVED** that Beaufort County Council, being duly assembled, hereby adopts the Beaufort County Curbside Collection Plan, the recommendations contained therein and will take all such action deemed necessary to meet the plan goals.

Adopted this 23<sup>rd</sup> day of May, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Thomas J. Keaveny, II County Attorney



BEAUFORT COUNTY PUBLIC WORKS  
 120 Shanklin Road  
 Beaufort, South Carolina 29906  
 Voice (843) 255-2800 Facsimile (843) 255-9435



To Councilman Gerald Dawson, Chairman Public Facilities Committee  
 From Dan Duryea, Chairman Solid Waste and Recycling Citizen Advisory Board  
 SUBJ: Curbside Waste and Recycling Collection Alternatives



Date April 28, 2016

**BACKGROUND:** In a memo dated July 23, 2015, the Solid Waste and Recycling Citizen Advisory Board recommended to County Council that Council direct staff to initiate actions to phase out Convenience Center use in Beaufort County and complete the transition to a sustainable curbside system for waste collection and recycling by 2020. In addition, the Board recommended that the County suspend the practice of paying for waste disposal other than waste collected from County Convenience Centers effective July 1, 2016. The recommendations were presented to the Executive Committee of County Council on September 9, 2015. Staff received direction from the Council committee to retain our solid waste consultant to develop a report for Council laying out the alternatives to accomplish these tasks.

**FOR ACTION:** Public Facilities Committee meeting occurring on May 16, 2016

**RECOMMENDATION:** The Solid Waste and Recycling Citizen Advisory Board and County staff recommends that the Public Facilities Committee of Beaufort County Council approves and recommends to County Council the attached staff recommendation to implement curbside collection of waste and recycling in all unincorporated solid waste Districts (5, 6, 7, 8 & 9) by June 30, 2020. In addition, County staff will coordinate with the municipalities and all concerned to eliminate payment by Beaufort County for residential waste disposal (other than waste collected at County Convenience Centers) by June 30, 2020.

CC: Gary Kubic County Administrator *GKubic*  
 Josh Gruber Deputy County Administrator/Special Counsel *JG*  
 Eric Larson, Division Director Environmental Engineering *EL*  
 David Wilhelm, Public Works Director *DW*  
 James S. Minor, Jr. Solid Waste Manager *JSM*

Attachment (1) Abby Goldsmith Resources Report and Staff Recommendation dated March 2016



