

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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D. PAUL SOMMERVILLE
VICE CHAIRMAN

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JOSEPH F. PASSIMENT, JR.

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE

Monday, February 4, 2019

3:45 p.m.

(or immediately following the Finance Committee Meeting)

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

Committee Members:

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

Staff Support:

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

1. CALL TO ORDER – 3:45 p.m.
2. PLEDGE OF ALLIGIANCE
3. INTRODUCTIONS
4. APPROVAL OF AGENDA
5. CITIZEN COMMENTS (*Comments regarding agenda items only*)
6. CONSIDERATION OF CONTRACT AWARDS – *Dave Thomas, Purchasing Director*
 - A. Southeastern Environmental Waste Equipment Company, Columbia, South Carolina / Used Oil Equipment for the Public Works Department, Solid Waste and Recycling Section / \$58,659.88 ([backup](#))
 - B. Flint Equipment Company, Savannah, Georgia / (1) Finn T90 Hydro Seeder for the Public Works Department, Stormwater Infrastructure Section / \$ 62,409.94 ([backup](#))
 - C. Steen Enterprises, Adams Run, South Carolina / (1) Kubota Track Loader for the Public Works Department / \$70,808.00 ([backup](#))
7. CONSIDERATION OF GRANT MATCH COMMITMENTS
 - A. Lady’s Island Airport Generator / Non-federal Share of \$13,776 – *Jon Rembold, Airports Director and Pamela Cobb, Disaster Recovery Coordinator* ([backup](#))
 - B. Potential Mitigation Grant Projects / Prioritization of Projects and Commitment of Funding – *Angel Marcinkoski, Assistant Disaster Recovery Coordinator* ([backup](#))
 - C. Daufuskie Island Fire Department Grant / Increase of Estimated Program Costs / \$1,863.83 – *Angel Marcinkoski* ([backup](#))



Agenda – Public Facilities Committee

February 4, 2019

Page 2

8. TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 22, ARTICLE IV, DISASTER RECOVERY AND RECONSTRUCTION – *Pamela Cobb* ([backup](#))
9. CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SCDOT FOR THE HIGHWAY WIDENING OF SC HIGHWAY 170 – *Rob McFee, Director Facilities & Construction Engineering* ([backup](#))
10. COUNTY / GRAVES BARN SITE LEASE AGREEMENT – *Eric Greenway, Director Community Development Department* ([backup](#))
11. PASSIVE PARKS FACILITIES RENTAL POLICY – *Stefanie Nagid, Passive Parks Manager* ([backup](#))
12. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Beaufort County Transportation Committee / (6) reappointments, (1) vacancy ([backup](#))
 - B. Solid Waste and Recycling Board / (1) reappointment, (1) vacancy ([backup](#))
13. DISCUSSION ITEMS
 - A. Review of Committee Mission Statement ([backup](#))
 - B. Discussion of Open Issues from 2018
14. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Invitation for Bid # 113018 Recommendation to Purchase Solid Waste Used Oil Equipment

Council Committee:

Public Facilities Committee

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director

Issues for Consideration:**Points to Consider:**

Funded by SC DHEC Grant

Funding & Liability Factors:

Solid Waste and Grant Account # 23440011-52400, balance \$61,450.

Council Options:

Approve by committee under \$100K.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Southeastern Environmental Company for \$58,659.88.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
 106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
 IFB 113018, Beaufort County Solid Waste Used Oil Equipment

DATE: 01/02/2019

BACKGROUND:

Beaufort County issued an Information for Bid (IFB) to solicit bids from qualified firms to provide equipment and installation to Beaufort County Public Works Department Solid Waste and Recycling Section under the FY19 SCDHEC Used Oil Grant awarded June 12, 2018. Specific changes in two oil collection stations were approved by the Department of Health and Environmental Control.

The staff evaluation committee reviewed the proposals for proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel ranked the firms according to the IFB selection criteria and determined Southeastern Environmental Waste Equipment Company to be the top ranked firm. Southeastern Environmental Waste Equipment company provided the lowest responsive/responsible bid.

VENDOR INFORMATION:

COST:

1. Southeastern Environmental Waste Equipment Company	\$58,659.88
2. Safe-T-Tank Corporation	\$63,877.95

Insert Addition Vendor Info.

FUNDING:

Solid Waste and Recycling Grant Account 23440011-52400. Beaufort County was awarded a Fiscal Year 2019 Used Oil Grant from SC DHEC in the amount of \$61,450 that will be used to fund this purchase.

Funding approved: Yes By: aholland Date: 01/10/2019

FOR ACTION:

Public Facilities Committee meeting on January 28, 2019.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Southeastern Environmental Waste Equipment Company.

Attachment: IFB 113018 Oil Grant Prelim Bid Tab and Bid Form Pricing.xlsx
 42.62 KB

cc: John Weaver, Interim County Administrator
 Approved: Yes Date: 01/11/2019

Check to override approval: Overridden by: _____ Override Date: _____

Alicia Holland, Assistant County Administrator, Finance
 Approved: Yes Date: 01/10/2019

Eric Larson, Director, Environmental Engineering & Land
 Approved: Yes Date: 01/10/2019

Check to override approval: Overridden by: Override Date: ready for admin:

David Wilhelm, Director, Public Works Department Approved: Yes Date: 01/11/2019

Check to override approval: Overridden by: Override Date: ready for admin:

CC others

After Initial Submission, Use the Save and Close Buttons

IFB 113018 Oil Grant
BID FORM

Quantity	Commodity/Service	Name of Company	Unit Price	Total Price
4	Gas/Oil Mixture HS 500-gallon tanks. Double Walled, third containment, gauge, high level alarms and venting	Southeastern Enviro. Waste Equipment Co.	\$10,400	\$41,600
		Safe-T-Tank Corp.	\$10,864	\$43,456
4	Installation and start-up of Gas/Oil Mixture 500-gallon tanks listed above	Southeastern Enviro. Waste Equipment Co.	\$700	\$2,800
		Safe-T-Tank Corp.	\$784	\$3,136
15	Oil Filter Drum Covers with Spill pans	Southeastern Enviro. Waste Equipment Co.	\$450	\$6,750
		Safe-T-Tank Corp.	\$492.80	\$7,392
1	Complete set of Fibrex Waste Oil decals	Southeastern Enviro. Waste Equipment Co.	\$168	\$168
		Safe-T-Tank Corp.	\$0	\$0
12	5" x 10" Absorbent Socks (UB510 booms - 4 per pack).	Southeastern Enviro. Waste Equipment Co.	\$102.50	\$1,230
		Safe-T-Tank Corp.	\$110.88	\$1,130.56
8	GNRF (UR150FF) Absorbent rolls (30" x 150').	Southeastern Enviro. Waste Equipment Co.	\$140	\$1,120
		Safe-T-Tank Corp.	\$151.20	\$1,209.60
30	(1/2") 3' x 5' Grease Resistant Work Matting Drainage Mats	Southeastern Enviro. Waste Equipment Co.	\$61	\$1,830
		Safe-T-Tank Corp.	\$66.08	\$1,982.40
Freight and 6% SC Sales Tax		Southeastern Enviro. Waste Equipment Co.		\$3,161.88
		Safe-T-Tank Corp.		\$5,371.39
GRAND TOTAL		Southeastern Enviro. Waste Equipment Co.		\$58,659.88
		Safe-T-Tank Corp.		\$63,677.95

Southeastern Enviro. Waste Equipment Co.	Safe-T-Tank Corp.
\$58,659.88	\$63,677.95

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	Oil Grant
Project Number:	IFB 113018
Project Budget:	
Bid Opening Date:	1/29/2019
Time:	3:00
Location:	BIV #2 Conference Room
Bid Administrator:	Dave Thomas
Bid Recorder:	Marlene Myers

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Southeastern Enviro. Waste Equipment Co.							\$58,659.88
Safe-T-Tank Corp.							\$63,877.95
<p><i>Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.</i></p>							

Bid Administrator Signature

Bid Recorder



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request Sourcewell Cooperative Contract Purchase for One (1) Finn T90 Hydro Seeder for Stormwater Section, Public Works

Council Committee:

Public Facilities Committee

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director

Issues for Consideration:

Points to Consider:

Replaces old worn out seeder at a discounted price.

Funding & Liability Factors:

Account 50250011-54200, Specialized Capital Equipment. As of January 8, 2019 the Stormwater Utility Enterprise Fund had an available fund balance of \$6.5 million.

Council Options:

Approve by committee under \$100K.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award for \$62,409.94 to purchase one (1) Finn T90 Hydro Seeder From Flint Construction & Forestry Division, a Sourcewell Cooperative contract Vender..



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
 106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: State Contract Purchase
 Request to Purchase One Finn T90 Hydro Seeder for the Stormwater Section from the Sourcewell Cooperative Contract

DATE: 01/02/2019

BACKGROUND:

The Purchasing Department received a request from the Public Works' Fleet Manager to purchase one Finn T90 Hydro Seeder to replace and upsize due to rusting holes in the metal tank caused by years of water and fertilizer and years of wear and tear. The larger size tank will increase productivity and also upsizes the engine from a gas engine to a diesel engine. The diesel engine will give Stormwater less down time, and lower maintenance cost. They are upsizing from a 500 gallon to an 800gallon tank size.

Total cost of the Finn Hydro Seeder is \$58,877.30 and includes tax, equipment, software, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Flint Construction & Forestry Division, Savannah, GA	\$62,409.94
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COST:

Insert Addition Vendor Info.

FUNDING:

Account # 50250011-54200, Specialized Capital Equipment
 As of January 8, 2019, the Stormwater Utility Enterprise Fund had an available fund balance of \$6.5 million.

Funding approved: Yes By: aholland Date: 01/08/2019

FOR ACTION:

Public Facilities Committee meeting on January 28, 2019.

RECOMMENDATION:

The Purchasing Department and Fleet Manager recommends that the Public Facilities Committee approve the contract award of \$62,409.94 to purchase the FINN Hydro Seeder as outlined above in support of the Stormwater Infrastructure Section's continued effort to maintain and/or improve the County's drainage infrastructure.

Attachment: HydroSeeder.pdf
 636.07 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 01/09/2019


Check to override approval: Overridden by: _____ Override Date: _____

Alicia Holland, Assistant County Administrator, Finance
 Approved: Yes Date: 01/08/2019

Eric Larson, Director, Environmental Engineering & Land
 Approved: Yes Date: 01/08/2019

Check to override approval: Overridden by: _____ Override Date: _____ ready for admin:

David Wilhelm, Director, Public Works Department
 Approved: Yes Date: 01/08/2019

Check to override approval: Overridden by: Override Date:  ready for admin:
 CC others

After Initial Submission, Use the Save and Close Buttons

Quote Id: 18391750

Prepared For:
BEAUFORT COUNTY COUNCIL



Prepared By: **JOHN PADGETT**

Flint Equipment Company
50 Morgan Industrial Blvd
Savannah, GA 31408-9563

Tel: 912-964-7370
Fax: 912-964-1822
Email: jpadgett@flintequipco.com

Quote Summary

Prepared For:
 BEAUFORT COUNTY COUNCIL
 25 Petigru Dr
 Beaufort, SC 29902

Prepared By:
 JOHN PADGETT
 Flint Equipment Company
 50 Morgan Industrial Blvd
 Savannah, GA 31408-9563
 Phone: 912-964-7370
 jpadgett@flintequipco.com

Paying per PO#:

Quote Id: 18391750
Created On: 19 October 2018
Last Modified On: 26 November 2018
Expiration Date: 31 December 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2018 FINN T90T	\$ 61,883.00	\$ 58,877.30 X	1 =	\$ 58,877.30
Equipment Total				\$ 58,877.30

Quote Summary

Equipment Total	\$ 58,877.30
SubTotal	\$ 58,877.30
Sales Tax - (6.00%)	\$ 3,532.64
Total	\$ 62,409.94
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 62,409.94

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 18391750

Customer: BEAUFORT COUNTY COUNCIL

2018 FINN T90T				
Hours:		0	Suggested List	
Stock Number:			\$ 61,883.00	
			Selling Price	
			\$ 58,877.30	
Code	Description	Qty	Unit	Extended
1	T90T	1	\$ 52,983.00	\$ 52,983.00
Standard Options - Per Unit				
1	Tank Size: 940 Liquid Capacity,800 working capacity	1	\$ 0.00	\$ 0.00
1	Engine: 35.1 Yanmar 3TNV88C-DYEM Tier 4F	1	\$ 0.00	\$ 0.00
1	Tower/Guard Rail:operator platform and discharge gun assembly w/guard rail	1	\$ 0.00	\$ 0.00
1	Nozzles: 1 wide fan,1 narrow fan,2 long distance	1	\$ 0.00	\$ 0.00
1	Mount: trailer w/electric brakes & DOT lights	1	\$ 0.00	\$ 0.00
1	Hitch: standard pintle hitch	1	\$ 0.00	\$ 0.00
061273H	Hose Reel Package: hydraulic hose reel 200'x1-1/4" rubber hose	1	\$ 6,250.00	\$ 6,250.00
061405	Spare Tire: spare wheel/tire, mounted	1	\$ 581.00	\$ 581.00
061412	Ground Level Controls: engine throttle and clutch control from ground w/ standard platform location	1	\$ 319.00	\$ 319.00
Standard Options Total				\$ 7,150.00
Technology Options				
	Sourcewell (Formally NJPA) Contract: #052417-FNN	1	\$ 0.00	\$ 0.00
Technology Options Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,350.00	\$ 1,350.00
	Setup	1	\$ 400.00	\$ 400.00
Other Charges Total				\$ 1,750.00
Suggested Price				\$ 61,883.00
Customer Discounts				
Customer Discounts Total			\$ -3,005.70	\$ -3,005.70
Total Selling Price				\$ 58,877.30

FINN**HydroSeeder®****Model T90**

The superior technology behind the T90 HydroSeeder is the result of more than 50 years of extensive FINN research and HydroSeeder manufacturing. Many customers have provided valuable input that shaped the final product. Today, the FINN T90 HydroSeeder offers the ultimate in performance features and operator conveniences that are exactly what you'd expect from the industry leader in hydroseeding quality and innovation.

Even Application.

For ease-of-use, the large loading hatch of the T90 is located at the front of the unit. This allows material to be loaded from the tow vehicle while the operator stands safely on the hitch platform. A uniform mix is of vital importance and the FINN T90 HydroSeeder delivers. The sleek design of the tank provides a smooth slurry flow pattern from the beginning to the end of the load.

Rugged & Aggressive.

The FINN T90 HydroSeeder features a heavy-duty agitator driven by a variable speed, reversible hydraulic motor - with controls both front and rear. The agitator and pump are independently driven, allowing complete mixing of the slurry without pump operation. This significantly enhances

mechanical longevity and flexibility during operation. Outstanding GPM output, piping, and pressure capabilities of the pump result in spray distances of up to 180 feet from the tower gun.

The T90 HydroSeeder boasts a powerful centrifugal slurry pump, driven by an in-line common shaft clutch with no high-cost maintenance couplings, drive belts or hydraulic components. This configuration dramatically increases output and operating pressure.

Solid Performance.

The independent torsion suspension axles of the T90 are equipped with electric brakes for better control. Heavy-duty truck wheels with standard highway-rated tires provide solid stability on uneven terrain.

As the world leader for over 80 years in the design and manufacture of innovative, quality equipment for the green industry, and as the inventor of the HydroSeeder, FINN Corporation is committed to your complete satisfaction.

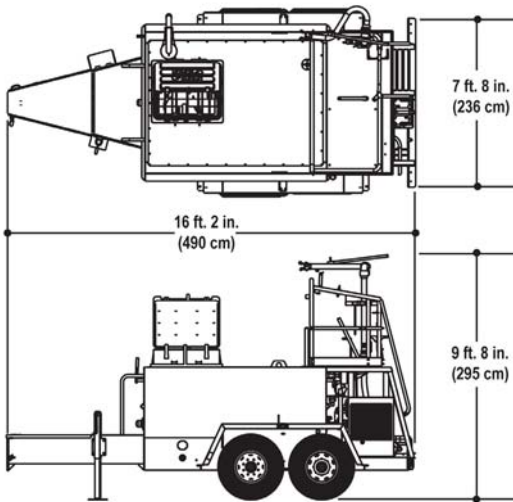
Model shown may include optional equipment.



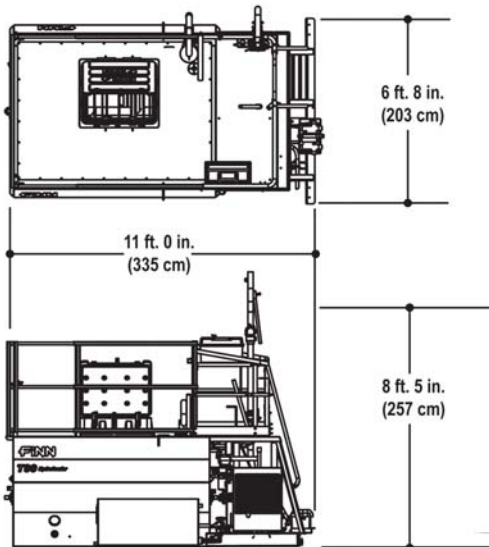
HydroSeeder®

Model T90 with Tier 4F Engine

T90T TRAILER



T90S SKID MOUNT



FINN MODEL T90 TECHNICAL SPECIFICATIONS

POWER	Yanmar 3TNV88C-DYEM, 35.1hp (26.2kw), 3 cylinder water cooled diesel engine. Tier 4Final. 1.642L
ENGINE SAFETY.....	Low oil pressure, electronic engine control and monitoring
TANK SIZE	940 gallon (3,558 liter) liquid capacity 800 gallon (3,028 liter) working capacity
LOADS PER ACRE ¹	3.75
FUEL TANK	13.5 gallon (51.1 liter)
CAPACITY	
PUMP	Centrifugal 4" x 2" (10 cm x 5 cm) 170 gpm @ 100 psi (689 kPa) (646 lpm @ 7 kg/cm ²), 3/4" (1.9 cm) solid clearance, external adjustment
PUMP DRIVE.....	Direct drive with over center clutch, pump drive is independent of agitator operation
AGITATION	Mechanical paddle agitation and liquid recirculation
AGITATOR DRIVE.....	Reversible, variable speed hydraulic motor drive (0-100 rpm)
DISCHARGE.....	Up to 180 feet (55 m) from end of discharge tower
DISTANCE	
MAX. MATERIAL	2,500 lbs. (1,134 kg) granular solids
CAPACITY	400 lbs. (181 kg) fiber mulch
NOZZLES	(1) narrow fan, (1) wide fan, (2) long distance
EMPTY WEIGHT ²	T90T 5,810 lbs. (2,635 kg) T90S 4,150 lbs. (1,882 kg)
WORKING WEIGHT ²	T90T 15,115 lbs. (6,856 kg) T90S 13,455 lbs. (6,103 kg)
BRAKES.....	Electric on both axles with breakaway switch
LIGHTS	D.O.T. including marker, an identification light and license plate light
TIRES	ST225/90D16 bias ply tires, load range E
TRAILER AXLES	Tandem 7,000 lbs. (3,176 kg) rubber torsion with fenders.
GVWR.....	15,000 lbs. (6,804 kg)
HITCH WEIGHT	Approx. 1,500 lbs. (680 kg)

¹Loads per acre based on an application rate of 1500 lbs. mulch/acre.

²Working weights are approximate and do not include options or stored materials. Working weights assume maximum tank liquid capacity and maximum granular solids material capacity.

FINN Corporation has a policy of continuous product improvement, and reserves the right to change design and specifications without notice.

HydroSeeder® and the FINN Design® Logo are registered trademarks of FINN Corporation.



9281 LeSaint Drive • Fairfield, OH 45014-5457
Toll Free 800.543.7166 / 513.874.2818
FINNcorp.com



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request State Contract Purchase for One (1) Kubota Track Loader for Public Works

Council Committee:

Public Facilities Committee

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director

Issues for Consideration:**Points to Consider:**

This equipment will be used by Public Works and Solid Waste

Funding & Liability Factors:

Account 10001340-54200, Solid Waste and Recycling (General Fund) Specialized Capital Equipment, account balance \$200,000.

Council Options:

Approve by committee under \$100K.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Steen Enterprises for \$70,808 to purchase one (1) Kubota SVL95-2SHFC 95hp Track Loader.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Request to Purchase One Kubota Track Loader for Public Works
DATE: 01/08/2019

BACKGROUND:

The Purchasing Department received a request from Public Works to purchase one Kubota SVL95-2SHFC 95hp Track Loader to replace a 2007 Bobcat T300 that is no longer operable.
Total cost of the Kubota SVL95-2SHFC 95hp Track Loader is \$70,808 and includes tax, equipment, software, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Steen Enterprises, Savannah, GA

COST:

\$70,808

Insert Addition Vendor Info.

FUNDING:

Account 10001340 54200, Solid Waste and Recycling (General Fund), Specialized Capital Equipment, Account Balance \$200,000.

Funding approved: Yes By: aholland Date: 01/08/2019

FOR ACTION:

Public Facilities Committee meeting on January 28, 2019.

RECOMMENDATION:

The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve the contract award of \$70,808.00 to purchase the Kubota SVL95-2SHFC 95hp Track Loader as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

Attachment: Kubota Track Loader.pdf 342.39 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 01/09/2019

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 01/08/2019

Eric Larson, Director, Environmental Engineering & Land

Approved: Yes Date: 01/08/2019

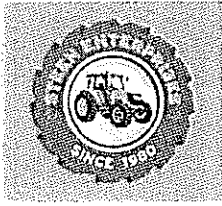
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David Wilhelm, Director, Public Works Department

Approved: Yes Date: 01/08/2019

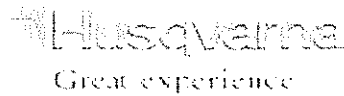
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 CC others

After Initial Submission, Use the Save and Close Buttons



STEEN ENTERPRISES

843-889-2292 | CHARLESTON, SC



"Family Owned and Operated Since 1980."

7634 Savannah Highway

Adams Run, SC 29426

Phone: (843) 889-2292

Fax: (843) 889-2994

Email: steenent@gmail.com

Customer Name: Beaufort County

Phone: 843-255-6415

Fax:

Email: cstanley@bcgov.net

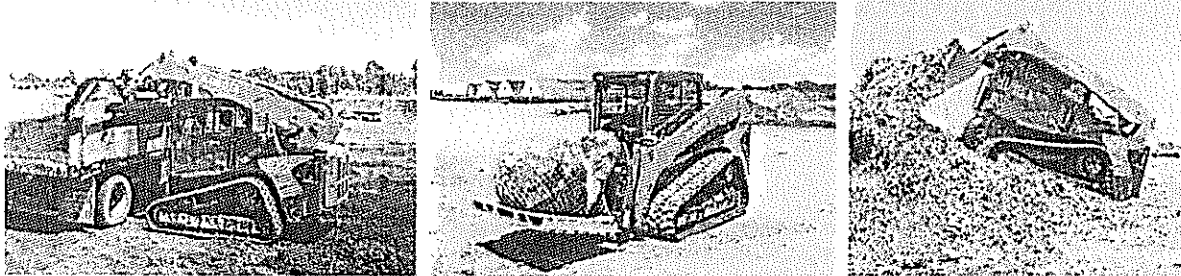
<i>Qty</i>	<i>Make</i>	<i>Model/ Description</i>	<i>Price</i>
<i>1</i>	<i>Kubota</i>	<i>SVL95-2SHFC: 95 hp track loader, rubber tracks, enclosed cab with heat & ac, hydraulic coupler, high flow hydraulics, 80" low profile bucket, 78" heavy duty grapple rake, 48" / 4,500lb forks</i>	<i>\$66,800</i>
		<i>State Contract # 44000018712</i>	

<i>Sub Total</i>	<i>\$66,800</i>
<i>Tax</i>	<i>\$4,008</i>
<i>Price to Own</i>	<i>\$70,808</i>

Salesperson: Brian Semken

Quote Date: 11/21/2018

SVL95-2s



SVL95-2s Compact Track Loader

<p>Sales Features</p> <ul style="list-style-type: none"> • Kubota designed, engineered and manufactured • Kubota Diesel 96.4 hp @ 2400 rpm, max torque of 256 ft-lb @ 1500 rpm with DOC, DPF, and SCR Tier 4 Final Certified • Vertical lift loader frame • Front loader frame cross member is very low to allow visibility to bucket corners • Electronic Travel Torque Management system, provides engine-anti stall and maximum power where & when you need it • Standard front mechanical quick coupler • Hydraulic quick coupler optional • Loader arm is one-way self-leveling • Load sensing hydraulic system • 2 HST variable displacement pumps, 1 variable piston pump, and 1 pilot gear pump • 11299 lbs operating weight • 128.5" hinge pin height • 40.7" Reach at full dump • 3200 lb ROC @35% of tipping • Very well balanced machine • 7961 lbs Bucket breakout force • 5869 lbs Lifting capacity • 12178 lbs Traction force • Air-conditioned and pressurized cab is optional and Radio-Ready • ISO joy stick control pattern • Hydraulic pilot controls • Closed Center Hydraulics with parallel loader control valve for Multiple & simultaneous hydraulic circuit operation • Standard auxiliary hydraulics are bi-directional and proportional 	<p>Sales Features (cont'd)</p> <ul style="list-style-type: none"> • Optional High Flow has 5 different flow presets available to better match hydraulic attachment • Cushioned loader cylinders • Large capacity oil cooler • Hydraulic connectors have a line pressure relief valve, allowing hoses to be connected & dis-connected with engine running. • Straight-travel circuit with shuttle valve • Control panel with gauges and indicator lights • Suspension seat standard and Air-Ride seat optional • Wide & spacious cab • Dial type & foot throttle control • Easy opening engine door for ground level serviceability • All grease fittings recessed and can be reached from ground level • Dual element air cleaner • Fuel / water separator • Self-bleed fuel system • Tool and grease gun storage • Float function in loader frame • Protected bucket cylinders • Tilt & Slide radiator & oil cooler • Great front, side & rear visibility <p>Track System</p> <ul style="list-style-type: none"> • Two travel speeds • Double reduction planetary final drives • Drive motors can be serviced from the outside of the machine • Undercarriage frame is an integral part of machine frame • Rubber track 17.7" standard • Grease tension track adjustment • 30° angle shaped track frame with large clean out opening • Five triple-flange bottom rollers per side; lifetime sealed & lubricated 	<p>Safety Equipment</p> <ul style="list-style-type: none"> • ROPS / FOPS & optional pressurized Cab • Retractable seat belt • 2 Gate Arms as secondary Operator Restraint • Grab handles for entry & exit • Non-slip entry & exit surfaces • Control lever safety locks • Electric key shutoff • Automatic parking brake spring applied & pressure released • Operator Presence Switch • HD Tie downs on 4 corners <p>Buckets & Attachments</p> <ul style="list-style-type: none"> • Quick coupler: manual/hydraulic • Buckets: Heavy Duty bucket: 80" inch wide; teeth or straight bolt-on edge, short or long floor, low or high profile, and high capacity • Rock Buckets • 4-in-1 Combo Buckets • Scrap, Claw, Rock, Root, & Manure Grapples • Pallet forks 4500 – 5500 lbs capacity • Auger Drives (2 models) • Auger Bits (Round & Hex Output Shafts) • Angle Brooms • Rotary Cutters • Skid Graders • Snow Blades, Blowers, & Pushers • Power-Rakes (2 models) • Tree Puller • Stump Grinder • Rotary Tillers • Skid Steer Hitch • Multi-Function Grips • Special Application doors with Polycarbonate glass
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SVL95-2s BID SPECIFICATIONS

BID SPECIFICATION	
SVL95-2s COMPACT TRACK LOADER	
KEY SPECIFICATIONS	
Operating Weight	11299 lb Open ROPS, and 11574 lb with Enclosed Cab & AC
Engine Horsepower (SAE J1995 gross)	96.4 hp
Lift arm cylinder break out force	6742 lbs
Bucket breakout force	7961 lbs
Reach at full lift and dump	40.7"
Hinge pin height at max lift	128.5"
Length X Width X Height	123.5" X 77" X 83.4" (length is without bucket)
Tipping Load	9143 lbs
Rated Operating Capacity @ 35% of Tipping Load	3200 lbs
Rated Operating Capacity @ 50% of Tipping Load	4572 lbs
ENGINE	
Engine make & model & EPA rating	KUBOTA, Model V3800 CR-TEIF, Certified Tier 4 Final
Horsepower Output (SAE J1995 gross)	96.4 hp @ 2400 rpm
Horsepower Output (SAE J1349 net)	87.0 hp @ 2400 rpm
Fuel Consumption at 100% Load (estimated)	5.960 gal/hr
Fuel Consumption at 75% Load (estimated)	3.795 gal/hr
Peak torque (lb-ft @ rpm)	256 @ 1500 rpm
Number of cylinders	4
Displacement	230 cu-in
Engine Anti Stall function	Electronic Travel Torque Management – engine stays @ 1500 rpm @ full load
Under hood muffler with DOC and DPF	Standard equipment (spark arresting muffler is not required with DPF)
Dual element cyclonic type air cleaner w/ dust cup	Standard equipment
Fuel / water separator	Standard equipment
Self-bleed fuel system	Standard equipment
Sound level @ Operator Ear	89 dbA Open ROPS and 83 dbA Enclosed Cab w/AC
OPERATING AREA	
Cab/ROPS/FOPS size and entry	35" wide door opening, easy access, 39" inch between the shoulders ROPS: meets OSHA-1926 – 1001 and ISO 3471 - 2008 FOPS: meets OSHA-1926 – 1003 and ISO 3449 - 2005
Suspension seat	Standard equipment – high back seat, for/aft & height adjustable.
Loader / Bucket Controls	Right hand joy stick control, ISO pattern, contains: Float-function, proportional and directional auxiliary oil flow and two buttons to stop/start hyd oil flow.
Directional Control	Left hand joy stick control, ISO pattern, contains: 2 nd speed switch, horn button, and two buttons to feed electrical power to attachment.
Engine throttle control	One foot and one dial type throttle knob for engine RPM control. Foot throttle is spring loaded and dial type throttle knob stays in chosen position.
Track control	Standard straight travel is assured with the "Shuttle Valve System"; adding to machine stability. Particularly needed when hooking up an attachment
Auxiliary hydraulic controls	Standard auxiliary hydraulics are activated by the On/Off switch in the right hand console. Units with Hi-Flow have five available flow settings on the instrument panel on the right side. Factory preset at 23 gpm and 40 gpm.
Control panel	Advanced features provide information that eases operation and maintenance. Integrates controllers with easy to read, backlit gauges and indicator lights. Includes visible and audible alarms and low-fuel alarm.



SVL95-2s BID SPECIFICATIONS

BID SPECIFICATION	
SVL95-2s COMPACT TRACK LOADER (Cont.)	
OPERATING AREA (Cont.)	
Engine controls	Required preheat period is automatically controlled according to the engine coolant temperature. Engine speed control by dial type electronic throttle control on instrument panel on the right side.
LOADER PERFORMANCE	
Lift arm path	Vertical
Tipping load	9143 lbs
Rated Operating Load @ 35% of Tipping Load	3200 lbs
Rated Operating Load @ 50% of Tipping Load	4572 lbs (note: 50% rule applies only to wheel loaders, or can only be used for CTLs when working on flat, horizontal, asphalt or concrete surfaces)
Loader Arm breakout force	6742 lbs
Bucket breakout force	7961 lbs
Hinge pin height at max lift	128.5"
Reach at max lift and dump	41.7"
Clearance at max lift and dump	97.3"
Maximum dump angle	43°
Maximum rollback angle on ground	27°
Self-leveling bucket at raise	Standard
HYDRAULIC SYSTEM	
Hydraulic pumps	2 ea. Variable Displacement Piston type HST Pumps. Brand: Sauer-Danfoss-Daikin for Kubota V3800 engines only, rated @ 47.0 cc/rev – 2.9 cu-in/rev, with 32.5 MPa / 4710 psi relief setting, 1 ea. Variable Displacement Piston pump. for lift, tilt, and auxiliaries with built-in Pilot Pump; Brand: Kawasaki, rated @ 65 cc/rev for both standard & high flow models.
Loader total flow capacity	40 gpm
Loader relief valve setting	3553 psi
Auxiliary hydraulics	24.1 gpm
Optional Auxiliary hydraulics Hi-Flow	40 gpm
Auxiliary relief setting	3553 psi
Hydraulic oil cooler	Standard equipment
Simultaneous arm and bucket operation	Standard equipment
Simultaneous travel and loader circuits	Standard equipment
Cushioned loader cylinder and circuit	Standard equipment
DRIVE SYSTEM	
Track type	Rubber Track, steel-embedded forged inserts, woven wire structure
Travel speed (2-speed is standard)	5.0 mph Low and 7.3 mph High
Drive motor type	Two speed axial piston with hydraulic brake
Type of reduction	Two stage planetary final drives
Traction force	12178 lbs.
Gradability	58% / 30 degree Climbing Angle
Track width	17.7"
Ground pressure	4.4 psi
Length of track on ground	65.6"
Grease adjusted track tensioner	Standard equipment



SVL95-2s BID SPECIFICATIONS

BID SPECIFICATION	
SVL95-2s COMPACT TRACK LOADER (Cont.)	
DRIVE SYSTEM (Cont.)	
Front & rear idler	Front idler is double flange, rear idler is single
Triple flange track rollers	5 rollers per side, (rollers & idlers are lifetime sealed & lubricated)
Ground Clearance	11.5"
DIMENSIONS	
Length (w/o bucket)	123.5"
Width (w/o bucket)	77.2"
Height to top of cab	83.3"
Ground pressure	4.4 psi
Length of track on ground	65.6"
Track Gauge	59.5"
COOLANT AND LUBRICANT CAPACITIES	
Fuel reservoir	28.8 gal
Diesel Exhaust Fluid	5.0 gal
Coolant	3.7 gal
Engine oil	2.9 gal
Hydraulic reservoir	10.1 gal
Hydraulic system	18.0 gal
Final Drive	0.4 gal
FILTERS	
	Engine oil, spin on type
	Fuel filter, in line and spin on type
	Cyclonic air filter, dual element (primary & secondary)
	Fuel / water separator and fuel tank clean out port
	Hydraulic filters: in-tank strainer & suction screen with high pressure filter and pilot system return filter.
ELECTRICAL	
Engine alternator	12 VDC, 115 amp
Battery	12 VDC, 85.3 AH (@ 5 HR), 900 CCA
Horn	Standard equipment
Work lights	Standard equipment – 2 front & 2 rear
Instrumentation	Battery charging warning light Coolant temperature gauge DPF Regen indicator light DEF Gauge & Status Lights Engine oil pressure warning light Fuel level gauge and low fuel warning light Fuel/Water separator Hi-Level indicator light Hour meter Pre-heat control light Bucket Float indicator light 2 nd speed indicator light Parking brake light & buzzer Auxiliary hydraulics engaged light High Flow pre-set position indicator light (if equipped)



SVL95-2s BID SPECIFICATIONS

BID SPECIFICATION	
SVL95-2s COMPACT TRACK LOADER (Cont.)	
OEM BUCKETS / PALLET FORKS	
	8 Bucket styles to choose from all are 80" wide; one Scrap Grapple is 76" wide. Long/short floor, low/high profile, BoE / tooth-, and Grapple- and 4-N-1 buckets Side Cutters are standard on tooth-buckets and on straight-edge buckets Pallet Forks with 48" and 60" tines
SAFETY EQUIPMENT	
Rollover Protective Structure (ROPS)	Meets OSHA 1926.1001 - ISO 3471 2008
Falling Object Protective Structure (FOPS)	Meets OSHA 1926.1003 - ISO 3449 2005
Grab handles for entry & exit	Standard equipment
Joystick and travel control lever lockout	Standard equipment
Engine – Anti Stall Device by ETTM system	Standard equipment
Non-slip surfaces for Cab/ROPS entry & exit	Standard equipment
Retractable seat belt	Standard equipment
Operator Presence Control	Standard equipment
Parking brake	Standard equipment
Auxiliary hydraulics on / off switch	Standard equipment
Covered control switch for Hyd quick coupler	Standard equipment
Tilt Cab hold bracket	Standard equipment
Loader Lock-out bracket	Standard equipment
Back Up Travel alarm	Standard equipment
MANUALS	
	Operator's instruction manual
	Illustrated parts list
	Work shop manual (maintenance)
WARRANTY	
Basic warranty	24 months or 2000 hours (whichever occurs first)
Rubber track warranty	12 months or 1000 hours (whichever occurs first)
OPTIONS	
	High Flow Hydraulic System with 5 Flow Settings
	Multifunction Grips
	8 Pin-14 Pin or 14-pin to 14-pin Adapter Harnesses
	14-PIN Connector
	Rear View Mirror
	Hoses Stay
	Engine Bonnet Lock Kit
	Radiator Screen Kit
	Radio OR Radio w/Bluetooth
	Hydraulically operated quick coupler
	Special Application Cab Polycarbonate Door (Both; Roll-Up- and Swing Door)
	3" Wide Seat Belt
	Red Tail Lights
	Orange Rotating Beacon or Strobe
	Air Ride seat, with built-in air compressor, height control and shock absorber



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Award for Lady's Island Airport Generator

Council Committee:

Public Facilities Committee

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Pamela Cobb, Disaster Recovery Coordinator

Issues for Consideration:

The Lady's Island Generator Grant project has been awarded under the 2016 Hazard Mitigation Grant Program by South Carolina Emergency Management Division. This project includes a trailered mobile generator unit to provide a contingency for the Lady's Island Airport for power needs. This unit can be used to provide back-up power to the emergency communication system, vertical lift doors, weather system, fuel farm and airfield lighting. Additional attaching wheel locks, hitch locks and an air hitch attachment point allows this piece of equipment to be airlifted and used as a resource for not county missions but also for adjacent counties.

A mobile fuel tank is also included into the project to lend operations to be more self-sufficient and not reliant on other county department for refueling needs. The generator will be secured at the T hanger of the Airport on a daily basis, but can be relocated previously to a storm.

Points to Consider:

The project must be completed no later than by November 11, 2020.

Funding & Liability Factors:

The cost of the project is \$55,105 with a Federal share of \$41,329 and a non-federal share of \$13,776. It is understood that if awarded, County Council will have to dedicate funding for the cost share.

Council Options:

Council's options are to either continue forward with grant or not to continue.

Recommendation:

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



BEAUFORT COUNTY PUBLIC WORKS/ DISASTER RECOVERY

**120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2721
pcobb@bcgov.net**

TO: Brian Flewelling, Chairman, Public Facilities Committee
FROM: Pamela Cobb, Disaster Recovery Coordinator
SUBJECT: Award for Lady's Island Airport Generator
DATE: January 24th, 2018

The Lady's Island Airport has been awarded by South Carolina Emergency Management Division under the 2016 Hazard Mitigation Grant Program under Hurricane Matthew.

This project will guarantee a contingency for Beaufort County Lady's Island Airport to be more capable of having continued operations, even in the event power goes down to the facility. By having a trailered mobile generator, this provides a more effective and efficient streamlined guarantee to not only benefit the mission of the airport, but also provides continuity to Air Operations for Beaufort County. This also affords outside agencies that may also need air operations the option to use this as a resource.

This unit can provide back-up power to the emergency communication system, vertical lift doors, weather system, fuel farm, and also airfield lighting. The generator will be secured at the T hanger of the Airport on a daily basis. With this piece of equipment being such a mission essential piece; attaching wheel locks, hitch locks and an air hitch attachment point will ensure that the equipment can be airlifted back to the airport after hazardous weather has cleared. By having the ability to airlift this equipment opens up the door for the County to be resource to adjacent counties and provide support to their operations as well.

Refueling operations have also been taken into account by additionally requesting a mobile fuel tank for the airport property. This will lend operations to be more self-sufficient and not reliant on other county department for refueling needs.

The cost of the project is \$55,105 with a Federal share of \$41,329 and a non-federal share of \$13,776. A funding source has not yet been identified for this project. The project must be completed no later than November 11, 2020.

County Staff recommend identify a funding source for this project and approving for this project to be implemented.

Cost of generator

Apr 2018
 \$39500
 Includes shipping
 and battery - no fuel

OSAN

G40WDO-3A-T4F

Diesel Rental Generator

Serial Code: G67



Key Features

- Designed and manufactured in an ISO9001-certified facility in Statesville, North Carolina, USA.
- Heavy duty mobile generator system designed for prime power operation in rental, construction and special events applications.
- Generator is CSA certified for electrical equipment per C22.2, No. 14.

Voltage Configuration	Frequency (Hz)	Power Factor	Prime Power Rating		
			kVA	kW	Current (A)
600/346V - 3Ø WYE	60	0.8	N/A	N/A	N/A
480/277V - 3Ø WYE	60	0.8	39	31	47
240/139V - 3Ø WYE	60	0.8	39	31	93
240/120V - 3Ø DELTA	60	0.8	N/A	N/A	N/A
208/120V - 3Ø WYE	60	0.8	39	31	106
240/120V - 1Ø ZIG ZAG	60	1.0	32	32	134
400/230V - 3Ø WYE	50	0.8	31	25	45

* Note: Not all listed voltages are available on standard product. Some voltages may require selection of optional features.

Skidbase and Enclosure

- Package foundation is a heavy duty, oilfield-ready skidbase equipped with four-point tie downs.
- The skidbase is a fully bonded, Environmental Containment design, sized to contain at least 110% of total oil and fuel volume, to prevent any leakage of hazardous fluids from the package.
- Ducted air intakes ensure near-zero water ingress into the containment area, even during operation in the heaviest rain conditions.
- The enclosure is constructed from corrosion-resistant galvanealed steel and coated with a 13 stage powder paint process for long life even in harsh environments.
- The enclosure panels are fitted with sound-absorbing acoustical material to help reduce noise for quiet operation in noise sensitive applications such as concerts, events and nighttime construction.
- Wide opening access doors are side hinged, providing easy access to service and maintenance points and are equipped with recessed, pad-lockable handles and safety latches to hold doors open during servicing.
- Package is equipped with a center-point lifting eye for safe, well-balanced hoisting, designed with a 5 x safety factor for the weight of a fully fueled unit with running gear.

Diesel Engine

- Heavy-duty Doosan diesel engine is emissions certified to EPA Tier 4-final standards and provides the optimum mix of performance and fuel economy.
- 49 Horsepower-rated engine meets California emissions regulations without the need to register the unit under the Portable Equipment Registration Program (PERP).
- The Diesel Oxidation Catalyst (DOC) aftertreatment system meet the stringent NOx and particulate limits without the use of a Diesel Particulate Filter (DPF).
- Dual frequency capability allows operation at 50 hertz or 60 hertz with the flip of a switch.
- Electronically controlled engine provides isochronous frequency control and advanced diagnostic monitoring and protection.
- The engine generator assembly is mounted on fail-safe vibration isolators.
- Coolant and oil drains are piped to bulkhead fittings mounted on the enclosure and all filters and maintenance points are easily accessed for safe and easy servicing.
- Engines are globally supported by Doosan Portable Power.

CoolBox Cooling System

- Doosan's CoolBox cooling system brings cool air into the enclosure through ducted inlet panels to ensure low noise levels.
- Cooling air flows through the package by an engine-driven pusher fan which moves airflow from the inlet panels, across the powertrain and through the heat exchangers before being exhausted through the roof outlets in the discharge plenum.
- The CoolBox solution balances performance in high-ambient conditions, low noise levels and minimum water engression with a cost effective package design.
- Doosan generators provide performance at the full prime power rating at ambient temperatures up to 104°F (40°C) without derating.

Alternator

- Marelli Motori alternators feature brushless excitation providing industry leading motor starting kVA and 300% overload capability.
- Mark V automatic voltage regulator provides precision control of voltage level and fast response to load changes.
- Class H insulation with upgraded environmental coating for ultimate resistance to high temperature and humidity.
- Three position Voltage Selector Switch (VSS) to easily configure the units for operation at most common voltages.

Control System

- An array of operator-preferred analog gauges provide at-a-glance monitoring of generator parameters.
- Solid state engine control module provides convenient, microprocessor-controlled startup at the push of a button and protects the generator system from an array of faults while providing the operator with indication of any faults on the LED display.
- Standard Run / Idle selector switch allows operators to start and warm up the generator at low engine speed to prevent excess engine wear when operating in cold climates.
- Engine Diagnostic Trouble Codes (DTCs) are displayed on the LCD screen, providing operators and technicians with a numeric and text explanation of the fault code, minimizing the need for expensive hand-held code scanners.
- Standard remote Auto Start / Stop capability via two wire, closed contact logic, allows for connection to automatic transfer

switchgear and other remote starting devices.

- Industry-leading Voltage Selector Switch (VSS) protection feature prevents switching the VSS while generator is operating.

Power Connections

- All controls and connection points are grouped at the rear of the unit for safety and operator convenience.
- Power cables are connected at an oversized five lug (L1 L2 L3 N PE) terminal board capable of accepting bare end cable or terminated cables.
- Convenience receptacle panel includes individual branch circuit breakers.
- Optional camlock panel includes a panel mounted set of 400A female connectors to further expand connection capabilities.

FuelSystem

- Single fuel tank sized for 24 hour runtime at full load is mounted within the skid base, providing double wall protection.
- Fuel tank mounted low in frame and centered to ensure balanced lifting and low center of gravity.
- The fuel filler is located within the containment basin, minimizing possible spillage.
- Standard primary fuel / water separator and fine micron secondary fuel filter keep contaminants out of the system and increase reliability.
- The containment system features a three-inch drain plug for easy cleaning, and the fuel tank is equipped with a drain plug mounted behind the containment plug for easy cleaning.
- Leak-proof fuel vents eliminate the potential for fuel purge during out-of-level conditions during transport and load / unload.
- Low fuel shutdown ensures the engine will not lose prime if it runs out of fuel.

Running Gear

- Integrated running gear system mounts directly to generator skidbase providing an industry-best low center of gravity for safe, stable towing, on-road or off-road.
- Single axle torsion suspension with E-Z-Lube hub assemblies and electric brakes or optional hydraulic surge brakes.
- All models feature high quality, grommet-mount lighting and meet Federal Motor Vehicle Safety Standards for lighting and conspicuity.
- Trailer-to-vehicle connector is a 7-pole "RV"-style plug with a high quality, jacketed wiring harness.
- All units are equipped with a 3-inch pintle eye or optional 2-inch or 2-5/16" ball hitch, heavy duty safety chains and a high quality, heavy-duty jack stand.

Options

- Doosan models can be equipped with a broad array of optional equipment to meet the need of specific applications. Common selections include:
 - Cold start options including engine coolant heater, battery pad warmers, and heated crankcase breather systems
 - Three-way fuel valve for connection to a remote fuel tank
 - Battery charger
 - Automatic oil level maintainer
 - Running gear options including rear stabilizer jacks, drawbar-mounted tool box and spare tire.

Warranty

- All models are covered by a comprehensive limited warranty:
 - Package: 1 year / 2000 hours
 - Doosan Engine: 3 years / 3000 hours
 - Marelli Alternator: 2 years / 4000 hours

Operator Panel



Operator Panel Features

1. Tachometer: LCD Display
2. Oil Pressure: LCD Display
3. Coolant Temperature: LCD Display
4. Fuel Level: LCD Display
5. Control Power On / Off Switch
6. Alarm Silence Button (optional)
7. Voltage Adjustment Control
8. Run / Idle Control Switch
9. TG410 Controller
10. Frequency-meter: 45-65 Hz scale
11. AC Ammeter: Dual scale: 0-75 A @ 480V / 0-150A @ 208V
12. AC Voltmeter: 0-600 V scale

TG410 Automatic Start Stop Controller



TG410 Genset Controller Features

Functionality

- Automatic shutdowns and warnings
- Manual and remote autostart
- Engine speed adjustment
- Aftertreatment conditioning controls and status icons
Auto / Force / Inhibit
- SAE J1939 electronic engine communication
- Engine Fault Code Annunciation
SPN / FMI / OC
- 150 Event Fault Log
- Isolated RS 485 Modbus communication capable
- NFPA 110 Level 1 capable
- Maintenance counter
- Autostart on low battery capable
- Exerciser clock
- Automatic, inverse time delay overcurrent protection

Form Factor

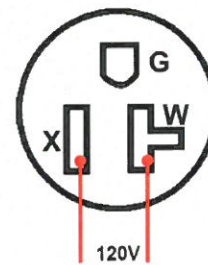
- 6-Button control
- 6-Line LCD Display with user adjustable contrast and temperature compensation from -4°F (-20°C) to 158°F (70°C)
- 1 Multicolor (Red/Yellow/Green) Status LED
- Front Gasket Seal for water ingress prevention to IP65 protection
- Conformal coated circuit board for protection against moisture and contaminants
- Rugged polycarbonate enclosure designed to survive extreme applications and abuse
- Controller functions in ambient conditions ranging from -40°F/C to 158°F (70°C)
- Meets or exceeds SAE J1113-11 with respect to electrical transients
- Meets or exceeds SAE J1455 with respect to vibration, thermal shock and cycling
- Meets or exceeds MIL-STD-461E with respect to electromagnetic compatibility
- Maximum 600V AC, true RMS sensing, +/- 1% full scale accuracy
- Current sensing, +/- 2% full scale accuracy

MANUAL RUN ... Genset Current A: 100 A B: 100 A C: 100 A	MANUAL RUN ... Genset Voltage A-B: 480.0V B-C: 480.0V C-A: 480.0V
MANUAL RUN ... Oil Pressure 75.0 PSI Fuel Level 95.3%	MANUAL RUN ... Engine Temp 180.5 F DEF Fluid Level 90.5%
MANUAL RUN ... Engine Speed 1800.0RPM Hold AUTO + ▼ / ▲ To Adjust RPM	MANUAL RUN ... Regen Status Auto Hold ENTER for 3s to change
MANUAL RUN ... Battery Voltage 13.6 V AC Frequency 60.0 Hz	MANUAL RUN ... Running Time 8.3 Hours Engine Hours 250.7 Hours

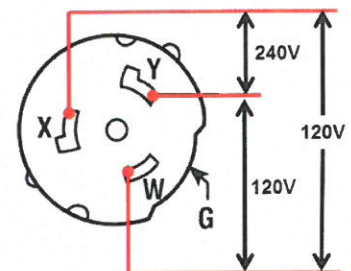
Engine Data			
Engine Manufacturer		Doosan	
Model Number		D24	
Prime Output @ 1800 RPM		48.8 bhp	36.4 kWm
Standby Output @ 1800 RPM		48.8 bhp	36.4 kWm
Prime Output @ 1500 RPM		40 bhp	29.8 kWm
Standby Output @ 1500 RPM		40 bhp	29.8 kWm
Engine Type		Four Cycle, Inline	
Engine Control		ECU	
Emissions Certification		EPA Tier 4 Final	
Number of Cylinders		4	
Aspiration		Turbocharged / Intercooled / cEGR	
Aftertreatment Technology		Diesel Oxidation Catalyst (DOC)	
Bore × Stroke		3.54 × 3.7 in	90 x 94 mm
Displacement		146 in ³	2.392 L
Compression Ratio		17.0:1	
Governor Type		Isochronous	
Speed Regulation Accuracy		+ / - 0.25% Steady State	
Single Step Load Acceptance		100%	
Cooling System		50% Glycol / 50% Water	
Charging Alternator Output		90A	
DC System Voltage		12 V	
Battery Size / Output		Group 31 / 700CCA	
Fluid Capacities		Gal	L
Engine Crankcase Lubricant Capacity		2.2	8.6
Cooling System Capacity		2.7	10.2
Usable Fuel Cell Capacity		110	397
Usable DEF Tank Capacity		N/A	N/A
60Hz Fuel Consumption	Gal / h	L / h	Runtime
@ 25% Load	0.95	3.6	115.8
@ 50% Load	1.6	6.1	68.8
@ 75% Load	2.4	9.1	45.8
@ 100% Load	3.0	11.4	36.7
DEF Runtime		N/A	
Reference Conditions			
Rated Ambient Temperature		-20°F—104°F	-29°C—40°C
Minimum Starting Temperature (Standard)		0°F	-18°C
Minimum Starting Temperature (w/ Cold Start Opt)		-20°F	-29°C
Maximum Altitude			

Alternator Data		
Alternator Manufacturer	Marelli Motori	
Alternator Model	MJB 200 SA4	
Alternator Type	Four Pole Revolving Field	
Number of Leads	12	
Insulation Class	H	
Winding Pitch	2/3	
Voltage Connection Method	Three Position Voltage Selector Switch	
Excitation Method	Brushless w/ Auxiliary Windings	
Voltage Regulator Model	Mark V Analog	
Voltage Regulation Accuracy	+/-1%	
Maximum Unbalance Load	25%	
Total Harmonic Distortion (THD)	<2% @ 0% Load	
Telephone Influence Factor (TIF)	<50	
Motor Starting Capability	480V	600V
SKVA @ 20% Voltage Dip	30	N/A
SKVA @ 25% Voltage Dip	41	N/A
SKVA @ 30% Voltage Dip	52	N/A
SKVA @ 35% Voltage Dip	65	N/A

Power Connections	
Main Circuit Breaker Thermal Trip Rating	150 A
Overcurrent Trip Setpoint (240V-1Ø)	135 A
Overcurrent Trip Setpoint (208V-3Ø & 240V-3Ø)	118 A
Overcurrent Trip Setpoint (240V-3Ø Delta)	N/A
Overcurrent Trip Setpoint (480V-3Ø)	52 A
Overcurrent Trip Setpoint (600V-3Ø)	N/A
20A—125V GFCI Duplex (NEMA 5-20R) Receptacles	2
50A—125/250V Temp Power (CS6369) Receptacles	3
400A-600V Camlock Connectors (Optional)	1 Set
Terminal Board Maximum Cable Size (Bare Wire)	AWG 6—350MCM
Terminal Board Maximum Cable Lug Size	7/16 in (11 mm)



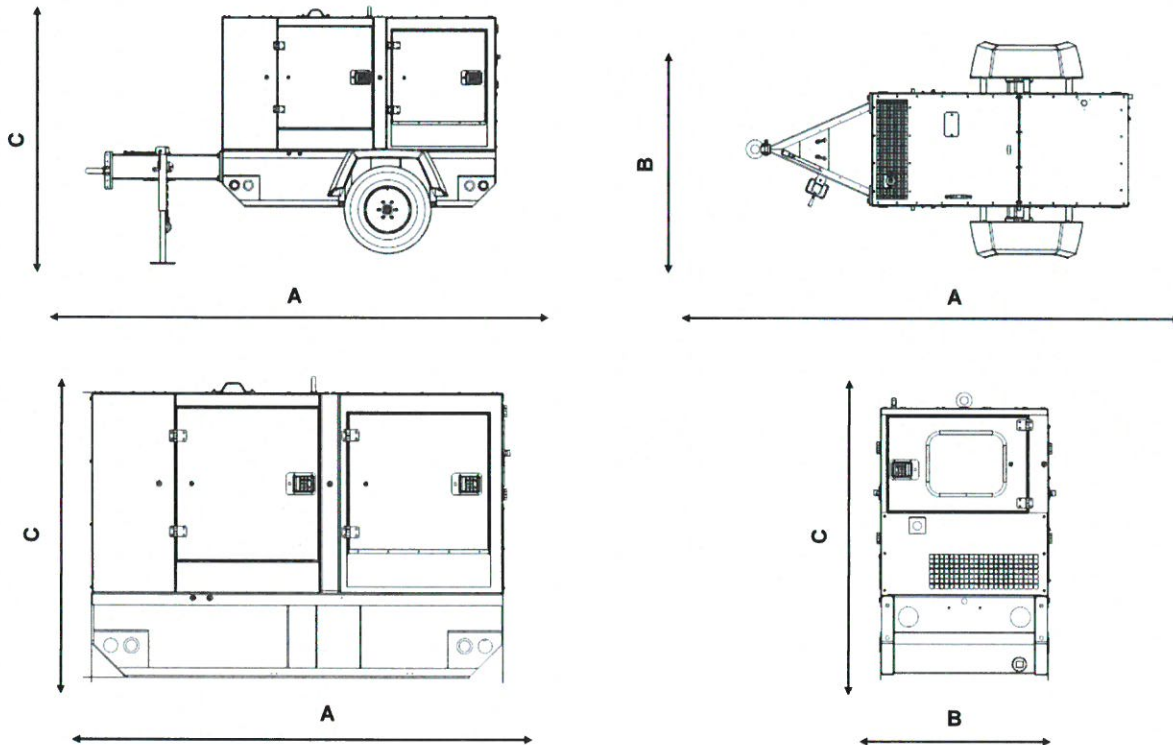
NEMA 5-20R Receptacle



CS6369 Receptacle

G40WDO-3A-T4F | Diesel Rental Generator

Running Gear	To 49CFR571 requirements			
Gross Vehicle Weight Rating (GVWR)	4230 lb		1918 kg	
Gross Axle Weight Rating (GAWR)	5080 lb		2304 kg	
Configuration	Single Axle			
Suspension	Torsion			
Standard Brake System Configuration	Electric			
Optional Brake System Configuration	Hydraulic Surge			
Tires	ST225/75D15, Bias Ply			
Wheels	15" x 6", 6 lug on 5.5" bolt circle			
Track Width	59 in		1499 mm	
Lighting and Reflectors	Meets Federal/Canada Motor Vehicle Safety Standard 571.108			
Electrical Connection to Towing Vehicle	7-Pole Round "RV" Blade Connector			
Standard Trailer Coupling	3" (78 mm) Pintle Eye			
Optional Trailer Coupling	2-Inch Ball Coupler or 2-5/16-Inch Ball Coupler			
Hitch Height	5-Position Adjustment 22 in—30 in			
Safety Chains	2 x 5/16" with slip hooks and safety latches			
Jack Stand Configuration	Trunion Mount, 5000 lb Capacity			
Package Data	With Running Gear		Skidmount	
Length (A)	130.5 in	3315 mm	87 in	2209 mm
Width (B)	72.8 in	1849 mm	38 in	965 mm
Height (C)	78.4 in	1992 mm	63.3 in	1608 mm
Weight (Shipping)	3080 lb	1397 kg	2780 lb	1260 kg
Weight (Ready to Run)	3870 lb	1755 kg	3570 lb	1619 kg
Sound Level @ 23ft (7m), 100% Load	64 dB(A)			



DOOSAN

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 Due to continuous product improvement, specifications are subject to change without notice
 REV 11/2016

Doosan Portable Power
 1293 Glenway Drive
 Statesville, NC 28625

(800) 633-5206
 DoosanPortablePower.com



John M. Ellsworth Co., Inc
 8700 W. Bradley Rd. Milwaukee, WI 53224
 P : 414-354-1414 F: 414-357-0227

E-Mail : info@jmesales.com
 Website : www.jmesales.com

Quotation

Quote Number: 0499138

Date: 5/29/2018

Company: Beaufort County Airport
 39 Airport Circle
 Beaufort, SC
 BEAUFORT, SC 29907

Ship To: Beaufort County Airport
 39 Airport Circle
 BEAUFORT, SC 29907

Attention: Joel Phillips
 jphillips@bcgov.net

Quoted By: Quinn Ellsworth

Qty	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	CT300DW1212UL39X60 - Certified Tank 300 Gallon 12 Gauge Double Wall UL142 Skid Tank	2,064.80	2,064.80
0.00	Gas Tank Kit double wall	0.00	0.00
1.00	MO7490100AV - 2" 8oz PRESSURE/VAC. VENT	71.00	71.00
1.00	KSD238 - 2"x38" AT-A-GLANCE D GAUGE	26.50	26.50
1.00	TCALF2 - 2" ALUM FEMALE NPT FILL CAP	8.68	8.68
1.00	MO5170100AC - 2"3.5gal AG SPILL CONTNR MNPT	172.00	172.00
1.00	TU112 - FR*ROTARY HAND PUMP W/ACCSRY	144.00	144.00
1.00	KSK238 - 2"x38" TYPE K LEAK GAUGE	40.00	40.00

Expires On: 6/28/2018

Net Order: 2,526.98

Freight:

Freight: 489.00

Terms CHARGE CARD

Sales Tax 0.00

Availability: 5 days ARO

Order Total 3,015.98

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

January 10, 2019

Mr. John L. Weaver
Interim County Administrator
Beaufort County
100 Ribaut Road
Beaufort, SC 29901

Reference: 4286-0086-F69 Beaufort County Lady's Island Airport Generator

Dear Mr. Weaver:

South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP).

The Recipient-Subrecipient Agreement must be signed by both organizations. Please sign both copies of the agreement and retain one for your records. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. If you have any questions or concerns, contact Allen Fountain, State Hazard Mitigation Officer, at 803-413-5242 or afountain@emd.sc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson
Director

Enclosures

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • (803) 737-8570



FEMA

September 10, 2018

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mr. Allen Fountain, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project: **4286-0086-F: 69—Beaufort County—Lady's Island Airport Generator**

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$55,105 with a Federal share of \$41,329 and a non-federal share of \$13,776. Financial approval documents for the award are enclosed for your records.

The following is the approved Statement of Work (SOW) for the above referenced project (from NEMIS):

“This project will guarantee a contingency for the Beaufort County Lady's Island Airport to be more capable of having operations continue even when power goes down to the facility. By having the unit be a trailered mobile unit provides a more effective and efficient streamlined guarantee to not only benefit the mission of the airport, but also provides continuity to Air Operations for Beaufort County and outside agencies that may also have air operations. This unit can provide back-up power to the emergency communication system, vertical lift doors, weather system, fuel farm, and also airfield lighting. With this piece of equipment being such a mission essential piece; attaching wheel locks, hitch locks and an air hitch attachment point will ensure that the equipment can be airlifted back to the airport after hazardous weather has cleared. This will provide a service to not only the Airport, but can become a resource to other agencies and county departments within the county. With having the capability to not only provide service to the airport but, also airlift this resource, opens up the door to be an asset to adjacent counties and provide support to their operations as well. This piece of equipment will be secured in a locked indoor storage T hanger at the Airport on a daily basis. This project is also taking into account refueling missions and is requesting a mobile fuel tank on the airport property, to be self-sufficient and not relying on other county departments for refueling. The current refueling plan would have to request for a Public Works crew to respond and provide fuel to the mobile back up power unit in the event fuel has run out after 5 days. This will require that the Public Works crew currently stop their mission and respond to the Lady's Island Airport to assist in their mission until sufficient fuel is available for the portable back up supply, which ultimately will take time, resources and man power.”

FEMA will not establish activity completion timeframes for individual sub-awards. Recipients are responsible for ensuring that all approved activities are completed by the end of the award's period of

performance (POP). The DR-4286 POP ends no later than November 11, 2020. The State must submit all financial, performance, and other reports required as a condition of the award prior to February 11, 2021. This project must adhere to all HMGP program regulations, guidance, and policy, including the following conditions:

Special Condition:

- EO 11988: The generator and all its attendant utilities are supporting a critical action and must be elevated or flood-proofed to the 500-year (0.2% annual chance) flood elevation. All new construction associated with the project must be elevated or flood-proofed to the 500-year flood elevation. Applicant must submit documentation to the State and FEMA documenting compliance with this condition.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

To close this project, the Governor's Authorized Representative (GAR) shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement, and this approval letter. A copy of the Recipient's final site inspection report must be included with the project closeout request. This report will contain, at minimum, all the data fields required for our HMGP final site inspection reports.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the sub-recipient. Upon completion of the HMGP project, the sub-recipient's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP sub-award's SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (Recipient) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per 2 CFR Part 200's Uniform Administrative Requirements:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional federal funds.
- A change in the SOW must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Any extensions of the award POP must be submitted to FEMA 60 days prior to the POP's expiration date.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from Division of Payment Management on sub-account number **4286DRSCP00000865**.

If you have any questions, please contact, of my staff, Jean Neptune of my staff at (770) 220-5474 and/or Carl Mickalonis at (770) 220-5628.

Sincerely,



Jessica Granell, PhD
Acting Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4286	86-F	0	105	1	44	SC	Statewide

Sub-Recipient: Beaufort (County)

Project Title : 069- Beaufort County Lady's Island Airport Generator

Sub-Recipient FIPS Code: 013-99013

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$41,328.75	\$41,328.75	\$0.00	\$0.00

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$41,328.75	\$0.00	\$0.00	\$41,328.75	09/13/2018	Accept	2018

Comments

Date: 09/13/2018 User Id: DVANDEW1

Comment: 4286-0086-F-HMGP (Aplcn 105) 69 Amendment 0, Action 1-Beaufort County Lady's Island Generator; sub-recipient is Beaufort Co; Fed-share=\$41,328.75; project reported on DR-4286 September Spend Plan, approved, HMO.

Date: 09/13/2018 User Id: CMICKALO

Comment: Obligation request for 4286-0086-F-HMGP (Aplcn 105) 69-Beaufort County Lady's Island Generator; sub-recipient is Beaufort Count; Fed-share=\$41,328.75; project reported on DR-4286 September Spend Plan

Authorization

Preparer Name: CARL MICKALONIS

Preparation Date: 09/13/2018

HMO Authorization Name: DAVID VANDEWATER

HMO Authorization Date: 09/13/2018



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

Hurricane Matthew (FEMA-4286-DR-SC)
Project 4286-0086-F: 69—Beaufort County—Lady’s Island Airport Generator
Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the “Recipient”), and the Beaufort County (hereinafter referred to as the “Subrecipient”). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on October 11, 2016 President Barack H. Obama issued a major disaster declaration designated FEMA-4286-DR-SC for the State of South Carolina as a result of Hurricane Matthew. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as “FEMA”), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as “HMGP”); and

WHEREAS, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall provide from Subrecipient’s funds the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$55,105 to be cost shared \$41,329 federal and \$13,776 local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) “Activities” shall be defined as stated in 44 CFR 206.431.
- b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.
- c) "FEMA-State Agreement" is the agreement dated October 11, 2016, between FEMA and

the State of South Carolina, for a presidential emergency declaration designated FEMA-4286-DR-SC.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated October 31, 2017 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

4) DUPLICATION OF BENEFITS PROHIBITION

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.

- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING & PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- b) Documentation must include all supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8) REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
 - ii) A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
 - iii) The sub recipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
 - iv) Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
 - v) The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.
 - vi) The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
 - vii) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.
 - viii) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - ii) Subrecipient shall have submitted the proper documentation;
 - iii) Recipient shall have performed a final inspection;
 - iv) The project listing and certification shall have been reviewed by Recipient;

- v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.
- b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

- a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

12) REPAYMENT BY SUBRECIPIENT

- a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.

- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
 - i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;
 - v) A response to all questioned costs, relating to this Grant and;
 - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.

14) NONCOMPLIANCE

- a) If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or that may otherwise be available.

15) MODIFICATION

- a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on October 10, 2017 and end November 11, 2020.
- b) Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:
 - i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty days prior to the expiration of the initial one-year period for completion. The time

extension request must be made in writing with a detailed justification for delay, the current status of the completion of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

17) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

- a) The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability

for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

- b) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
- d) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
- e) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.
- f) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii) Commence a legal action for the judicial enforcement of this Agreement;
 - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv) Take any other remedial actions that may otherwise be available under law.
- g) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- h) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- i) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other

determination by FEMA shall be addressed in accordance with the regulations of that Agency.

20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.

- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

- a) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participating in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.
- c) Subrecipient must abide by the maintenance plan included in their HMGP Application.
- d) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

23) ATTACHMENTS

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

24) TERM

- c) This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

24) NOTICE AND CONTACT

- a) All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

FOR THE SUBRECIPIENT:

25) AUTHORIZATION

The Subrecipient hereby authorizes _____ as its primary designated agent, and _____ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

Recipient: *K. Stenson*

Kim Stenson, Governor's Authorized Representative

South Carolina Emergency Management Division

Date 10 JAN 15

Subrecipient: _____
Signature

Printed

Title: _____

Date _____

Subrecipient's Federal Employer Identification No. (FEIN): 57-6000353

Subrecipient's Data Universal Numbering System (DUNS): 080775331

HMGP 4286-0086-F: 69—Beaufort County—Lady's Island Airport Generator

EXHIBIT A

Project Summary

Project Title: 4286-0086-F: 69—Beaufort County—Lady’s Island Airport Generator

Grant #: 4286-0086-F: 69

Award Date: October 1, 2018

Total Project Cost	55,105	100 %
Total Federal Share	41,329	75%
Total Non-Federal Share	13,776	25%

Brief Project Description:

The following is the approved Scope of Work (SOW) for the above referenced project: This project will guarantee a contingency for the Beaufort County Lady's Island Airport to be more capable of having operations continue even when power goes down to the facility. By having the unit be a trailered mobile unit provides a more effective and efficient streamlined guarantee to not only benefit the mission of the airport, but also provides continuity to Air Operations for Beaufort County and outside agencies that may also have air operations. This unit can provide back-up power to the emergency communication system, vertical lift doors, weather system, fuel farm, and also airfield lighting. With this piece of equipment being such a mission essential piece; attaching wheel locks, hitch locks and an air hitch attachment point will ensure that the equipment can be airlifted back to the airport after hazardous weather has cleared. This will provide a service to not only the Airport, but can become a resource to other agencies and county departments within the county. With having the capability to not only provide service to the airport but, also airlift this resource, opens up the door to be an asset to adjacent counties and provide support to their operations as well. This piece of equipment will be secured in a locked indoor storage T hanger at the Airport on a daily basis. This project is also taking into account refueling missions and is requesting a mobile fuel tank on the airport property, to be self-sufficient and not relying on other county departments for refueling. The current refueling plan would have to request for a Public Works crew to respond and provide fuel to the mobile back up power unit in the event fuel has run out after 5 days. This will require that the Public Works crew currently stop their mission and respond to the Lady’s Island Airport to assist in their mission until sufficient fuel is available for the portable back up supply, which ultimately will take time, resources and man power.”

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

- 1) It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
- 2) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
- 3) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
- 4) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
- 5) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
- 6) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
- 7) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 8) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the

subrecipient.

- 9) Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- 10) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 11) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 12) Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
- 13) It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14) It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- 15) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- 16) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 17) It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- 18) It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- 19) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing

by the EPA.

- 20) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 21) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 22) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 2898 (Environmental Justice).
- 23) With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f. Leave the demolished site clean, level and free of debris.
 - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
 - h. Obtain all required permits.
 - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
 - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l. Provide documentation of public notices for demolition activities.
- 24) It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 25) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- 26) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 27) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 28) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 29) It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
- 30) DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67
31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.

32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT C

Award conditions as noted in the FEMA award letter of September 10, 2018.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Potential Mitigation Grant Projects

Council Committee:

Public Facilities Committee

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Angel Marcinkoski, Assistant Disaster Recovery Coordinator

Issues for Consideration:

We have two grant projects that are pending approval. We have submitted an application for a third grant (Hazard Mitigation Plan). We are presenting potential grant ideas for the upcoming grant cycle.

Points to Consider:

The next grant cycles would be Hazard Mitigation for Hurricane Florence (due in April 2019) and Pre-Disaster Mitigation 2019 which will open up in fall.

Funding & Liability Factors:

Each grant will have a non-Federal share local match as notated in the memo. It is understood that if awarded, County Council will have to dedicate funding for the cost match.

Council Options:

Options would be to either continue forward with grants and submit for funding or not to continue. Council may choose to continue with one or multiple or none at all.

Recommendation:

Staff requests County Council action to recommend projects to be submitted for grant funding. If multiple grants are selected, staff will recommend prioritization to County Council.



BEAUFORT COUNTY PUBLIC WORKS/ DISASTER RECOVERY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2930
abowers@bcgov.net

TO: Brian Flewelling, Chairman Public Facilities Committee

FROM: Angel Marcinkoski, Assistant Disaster Recovery Coordinator

SUBJECT: Potential Mitigation Grant Projects

DATE: January 23, 2019

Currently, we have two grant projects that are pending approval. The Lady's Island Airport Generator Grant was submitted under Hazard Mitigation for Hurricane Matthew and as of January 7th has been approved by SCEMD for funding. The local match is \$13,775.25. The Buckwalter Generator Grant was submitted under Hazard Mitigation for Hurricane Irma and is in Federal review pending award. The local match is \$29,190.

An update to the Hazard Mitigation Plan was submitted under Pre-Disaster Mitigation 2018. This is for the 2020 update to the plan and will include Beaufort, Colleton, Hampton and Jasper County as well as the Town of Edisto Beach. The total project cost is estimated to be \$47,142.16 with a local match of \$8,080.64 for Beaufort County. The local match for the others is estimated to be between \$850 to \$1,630. This distribution of cost is based on population. Lowcountry Council of Government will be drafting a funding commitment letter for each county and the Steering Committee will meet again once the grant is awarded.

A potential mitigation grant idea is the elevation and acquisitions of homes in the Alljoy area. This area is designated as a Special Flood Hazard Area by FEMA and fall under Flood Zone A08. 16 homes have been identified as possible elevation projects. The estimated cost is \$6,530,380 with a local match of \$1,632,595. These cost estimates are based on a grant proposal submitted by an Alljoy resident under Pre-Disaster Mitigation 2017. 27 homes and 4 lots have been identified as possible acquisition projects. The estimated cost for this project is \$3,112,100 with a local match of \$778,025. An alternative project to acquire instead of elevating the 16 homes was also considered. This would change the estimated cost to \$3,223,300 with a local match of \$805,825.

Another potential mitigation grant idea is to add more warning sirens to the 12 already funded by a FEMA grant. There are two options for how to do it. The first is a solar option that would cost \$31,278.22 per siren with a local match of \$7,819.56. The other option is a hard-wiring option that would cost \$43,397.36 per siren with a local match of \$10,849.34.

The last potential grant idea is that there is a private homeowner who wants to elevate his home as he has had 3 insurance claims within the last 4 years. The estimated cost to elevate is \$195,000 with no local match except for the time required by administrative staff to submit grant.

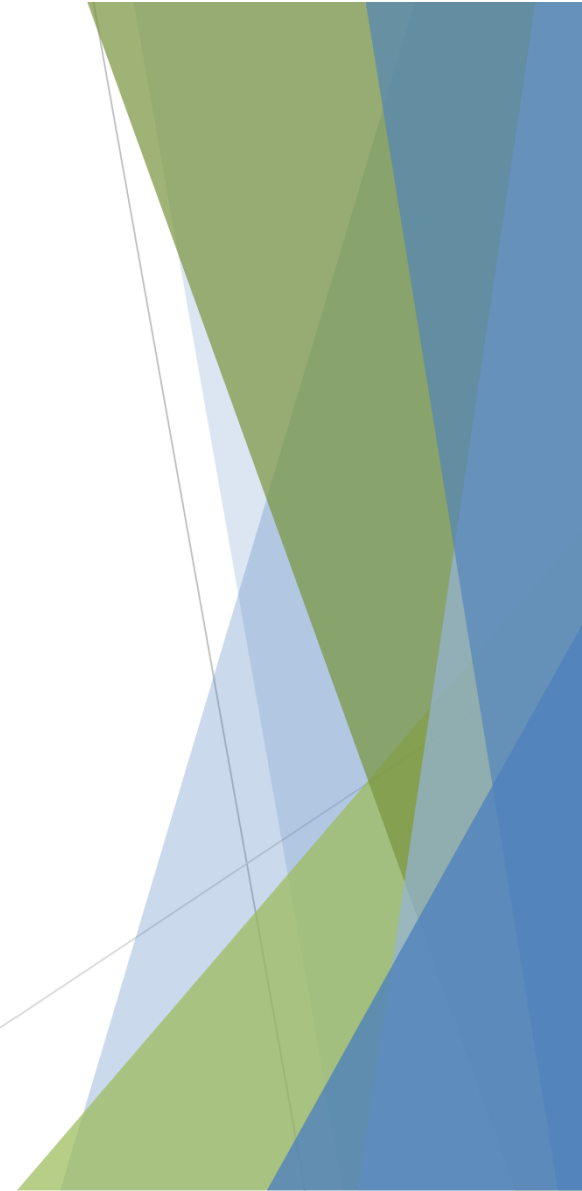
In conclusion, staff requests County Council action to recommend projects to be submitted for grant funding. It is understood that if awarded, County Council will have to dedicate funding for the cost match.



Potential Mitigation Grant Projects

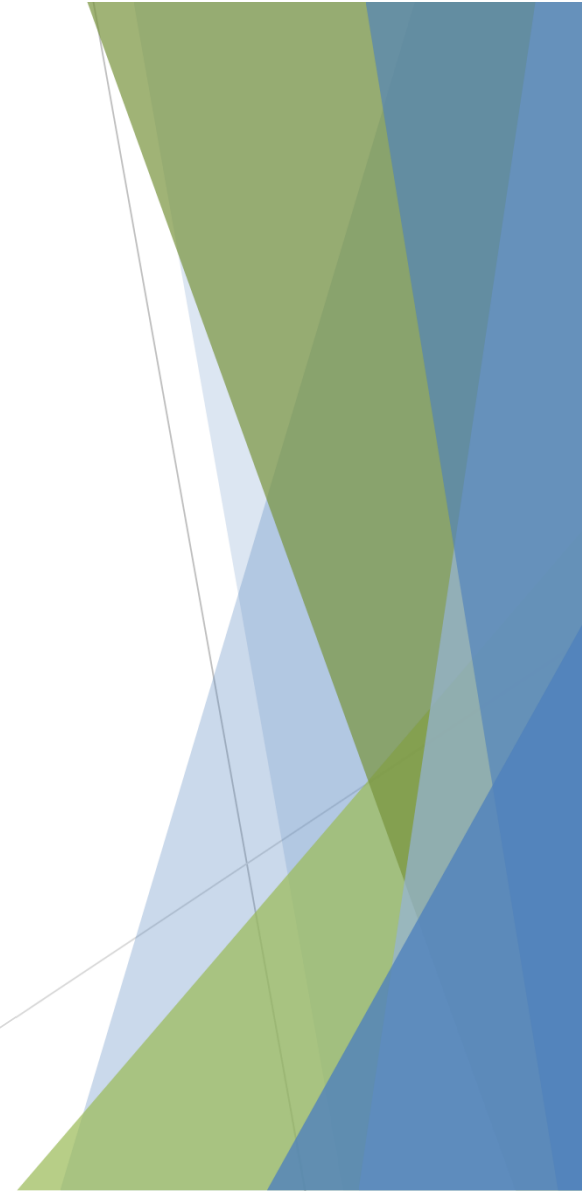
Projects Pending Approval

- ▶ Lady's Island Airport Generator Grant
 - ▶ Local Match: \$13,775.25
 - ▶ Hazard Mitigation under Hurricane Matthew
 - ▶ *Has been approved as of January 7th*
- ▶ Buckwalter Generator Grant
 - ▶ Local Match: \$29,190
 - ▶ Hazard Mitigation under Hurricane Irma
 - ▶ *In Federal review pending award*



Update to the Hazard Mitigation Plan

- ▶ Lowcountry Hazard Mitigation Plan Steering Committee
 - ▶ Met on October 2, 2018
- ▶ Counties/Municipalities in attendance
 - ▶ Beaufort County
 - ▶ Colleton County
 - ▶ Jasper County
 - ▶ Town of Edisto Beach
- ▶ This is for the 2020 update
- ▶ Regional plan to include Beaufort, Colleton, Hampton and Jasper
 - ▶ Beaufort will not be separate this time



Update to the Hazard Mitigation Plan

- ▶ Estimated Costs (distribution based on population)
 - ▶ Total Project Cost = \$47,142.16
 - ▶ Local match is 25%
 - ▶ Beaufort's Cost = \$8,080.64
 - ▶ Colleton, Hampton and Jasper = \$850-\$1,630 per county
- ▶ Next Steps
 - ▶ LCOG to draft funding commitment letter for each county
 - ▶ Steering Committee to meet again once the grant is awarded
 - ▶ Grant is in the application approval process

Alljoy Home Elevations & Acquisitions

- ▶ Identified as a Special Flood Hazard Area (SFHA) by FEMA
 - ▶ Defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year
 - ▶ Also known as the base flood or 100-year flood
- ▶ Potential Grant
 - ▶ One resident has already submitted a grant proposal
 - ▶ 16 homes identified as Elevation Projects
 - ▶ 27 homes and 4 lots identified as Acquisition Projects

Flood Zone A08

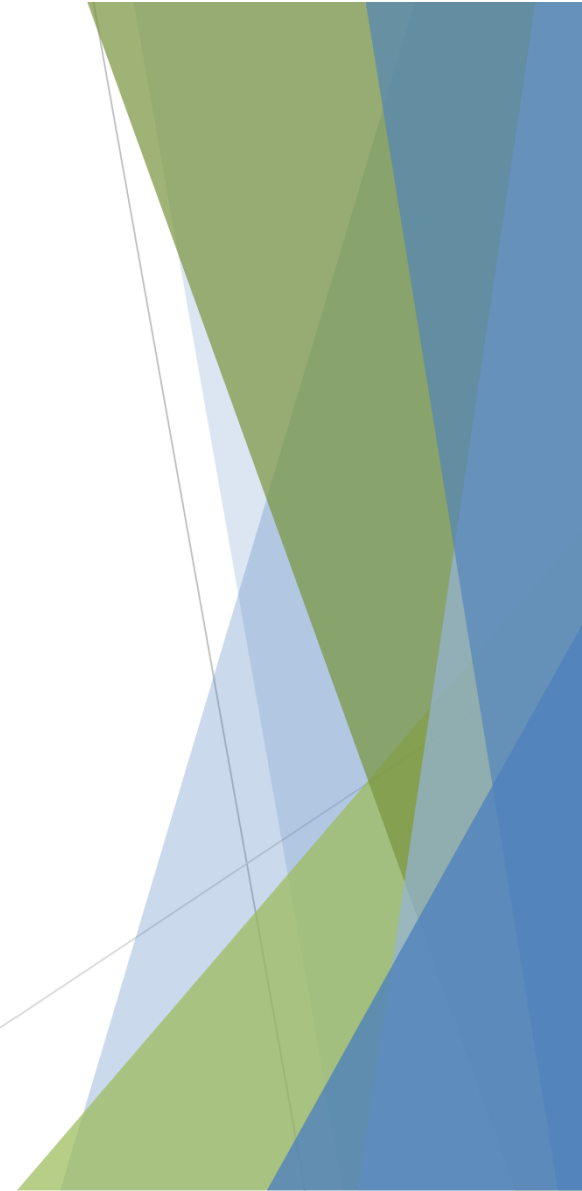


Alljoy Home Elevations & Acquisitions

- ▶ Elevation Estimated Cost = \$6,530,380
 - ▶ Local Match: \$1,632,595
 - ▶ Estimated cost based on grant proposal that was submitted in 2017
- ▶ Acquisition Estimated Cost = \$3,112,100
 - ▶ Local Match: \$778,025
- ▶ Alternate Project-Acquisition in lieu of Elevation
 - ▶ Estimated Cost = \$3,223,300
 - ▶ Local Match: \$805,825

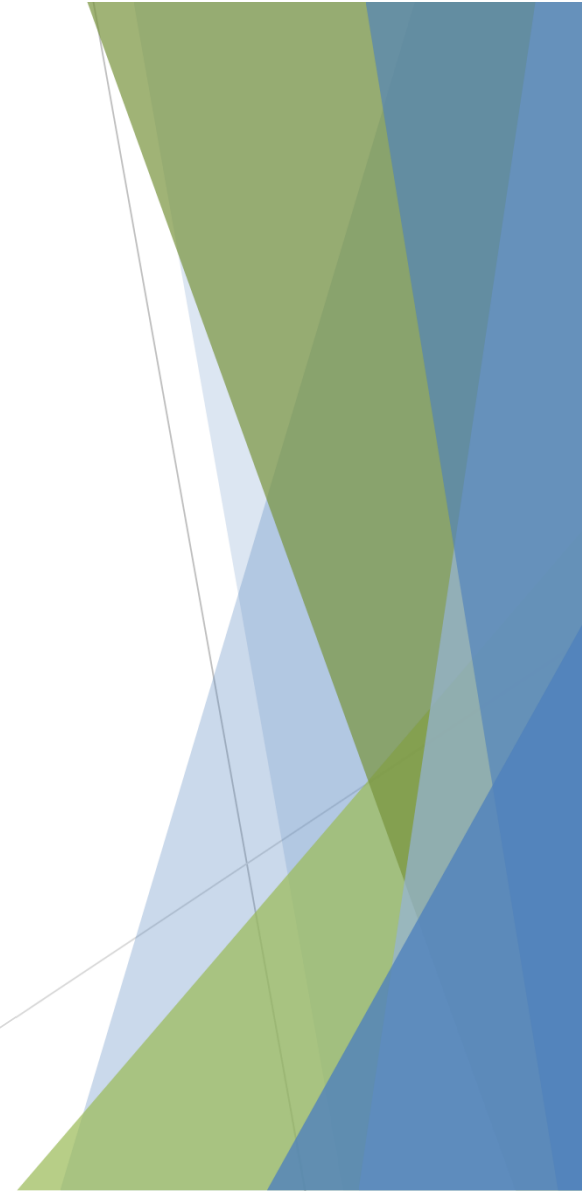
Additional Warning Sirens

- ▶ Same as the Warning Siren Grant already awarded
 - ▶ Would add additional warning sirens throughout County
- ▶ Estimated Project Cost-Solar Option
 - ▶ \$31,278.22 per siren
 - ▶ Local Match = \$7,819.56
 - ▶ Leaning towards solar option due to coordination with other agencies
- ▶ Estimated Project Cost- Hard Wiring Option
 - ▶ \$43,397.36 per siren
 - ▶ Local Match = \$10,849.34



46 Big Oak Street Home Elevation

- ▶ Private homeowner wanting to elevate his home
- ▶ 3 insurance claims within the last 4 years
- ▶ Estimated Cost to elevate = \$195,000
 - ▶ Local Match: \$0
 - ▶ Administrative help from staff to submit grant



County Council Recommended Action

- ▶ Staff requests County Council action to recommend projects to be submitted for grant funding.
- ▶ It is understood that if awarded, County Council will have to dedicate funding for the cost match.





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Project Cost Change for Daufuskie Island Fire Department Grant

Council Committee:

Public Facilities Committee

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Angel Marcinkoski, Assistant Disaster Recovery Coordinator

Issues for Consideration:

There has been a change in the estimated project cost for the Daufuskie Island Fire Department grant which changes the non-Federal cost share for the Daufuskie Island Fire Department and Beaufort County.

Points to Consider:

Daufuskie Island Fire Department would be responsible for 70% of the non-Federal cost share. Beaufort County would be responsible for 30%.

Funding & Liability Factors:

The previous cost share amount for Beaufort County was \$6,209. The new cost share will be \$8,072.83. This is an increase of \$1,863.83. This would come from County Council's general fund.

Council Options:

Options for this would be to either approve the change in cost or deny it. Denial of the change will require the D.I. Fire District to assume the increased cost or cancel the project.

Recommendation:

Staff recommend approval of new cost share.



BEAUFORT COUNTY PUBLIC WORKS/ DISASTER RECOVERY

**120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2930
abowers@bcgov.net**

TO: Brian Flewelling, Chairman Public Facilities Committee

FROM: Angel Marcinkoski, Assistant Disaster Recovery Coordinator

SUBJECT: Project Cost Change for Daufuskie Island Fire Department Grant

DATE: January 16, 2019

The Daufuskie Island Fire Department Retrofit Project was awarded by South Carolina Emergency Management Division under the 2017 Pre-Disaster Mitigation Grant Program. This project will install protective shutters to the Daufuskie Island Fire Department and auxiliary building's windows, doors and bay doors. With the shutter system installed, not only will Daufuskie Island Fire personnel and Beaufort County EMS personnel be able to shelter-in-place, but in the event a disaster befalls the island and does not allow islanders and visitors to evacuate by ferry, the Fire Station will be the safest place for people to shelter, and could therefore result in preservation of human lives.

The estimated cost of the project was \$82,787.41 with a Federal share of \$62,090.56 and a non-federal share of \$20,696.85. The non-federal share will be split between the Daufuskie Island Fire Department and Beaufort County. The estimated cost was based on a quote in September 2017 and the FEMA grant was awarded in late 2018. Because of the amount of time passed and change in steel tariffs, when the project went out for bids, the cost of the project was \$89,000 (only received one bid). The Federal share will not change despite this increase in cost. The new non-Federal share would be \$26,909.44 with the Daufuskie Island Fire Department covering 70% (\$18,836.61) of the share and Beaufort County covering 30% (\$8,072.83) of the share. The Beaufort County 30% would come from the County Council's general fund. The project must be completed within a 26 weeks' time period and completed no later than March 22, 2021. County Council previously approved a cost share match of \$6,209. Based on the bid amount, the increased match request is \$8,072.83.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Disaster Recovery Ordinance

Council Committee:

Public Facilities Committee

Meeting Date:

2-4-19

Committee Presenter (Name and Title):

Pamela Cobb Disaster Recovery Coordinator

Issues for Consideration:

Many of the proposed edits to the Disaster Recover Ordinance are administrative changes. Many of these changes are a reflection of lessons learned from recent events and procedure changes as a result to provide true representation of the process dealing with federal officials and county departments.

(Resolution 2018/17) is reflected in changes and includes the departments mentioned in this resolution.

Points to Consider:

Sec. 22-105 (3) gives the Task Force Director more direct interaction with the Policy group to provide this information to council.

Sec. 22-109 4d - is being removed because this does not correctly represent the process of the Building Codes Department during damage assessment procedures.

Funding & Liability Factors:

Council Options:

To amend or not to amend this ordinance.

Recommendation:

County Council to vote to amend the Disaster Recovery Ordinance as outlined in the memo.



BEAUFORT COUNTY PUBLIC WORKS
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2721

INTEROFFICE MEMORANDUM

TO: Brian Flewelling, Chairman, Public Facilities Committee
FROM: Pamela Cobb, Disaster Recovery Coordinator
SUBJECT: Status Report for the Disaster Recovery Ordinance
DATE: January 22th, 2019

The Disaster Recovery Ordinance, along with the Disaster Recovery Plan are reviewed on an annual basis. The changes below are a reflection of lessons learned from recent events and procedure changes as a result to provide a true representation of the process dealing with federal officials and county departments.

Summary of Changes:

Sec. 22-103: Administrative changes, and additional county departments have been added, to recognize those departments as First Responders, passed by ordinance. (Resolution 2018/17)

Sec. 22-104: Administrative change: change to definition of *Disaster Recovery Center, Event, Major Disaster, Project Worksheet*. The definition for *Exempt individuals* was expanded on to add county departments that are now recognized as First Responders through ordinance.

Sec. 22-105: (1) Titles of recovery functions have been updated to reflect the Disaster Recovery Plan.
(3) Gives the Task Force Director more direct interaction with the Policy group to provide this information to Council.
(8) A master list has now been created to showcase all of the action items, rather than individual checklists.

Sec. 22-106 (2e) temporary and permanent housing was changed to emergency housing
(4) Department name was changed from Human Resources to Employee Services

Sec. 22-109 (1),(3), (4a), (5a,e), (7b,c), (12h,i), (13), (17c) Administrative change
(4d) being removed; Temporary permits are not issued. A placard is placed on a home to identify damage level, during damage assessment. Directions based on damage level are provided to the resident.

Sec. 22-111 (1), (2), (3) Title change from Temporary Housing to Emergency Housing and Infrastructure, which reflects the title change for the recovery function.
(1) Change from temporary to emergency housing
(2) Title position has changed from Building Codes Director to Community Development Director. Temporary is changed to emergency housing units.
(3) Emergency is added to temporary or permanent replacement housing

Recommended Action:

County Council to vote to amend the Disaster Recovery Ordinance as outline above.

ORDINANCE 2019 / ____

AN ORDINANCE OF COUNTY OF BEAUFORT, SOUTH CAROLINA AMENDING CERTAIN SECTIONS UNDER BEAUFORT COUNTY CODE CHAPTER 22, CIVIL EMERGENCIES, ARTICLE IV, DISASTER RECOVERY AND RECONSTRUCTION

Whereas, Standards that are underscored shall be added text and Standards ~~lined through~~ shall be deleted text.

Adopted this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

ARTICLE IV. - DISASTER RECOVERY AND RECONSTRUCTION

Sec. 22-101. - Authority.

- (1) This article is adopted by the Beaufort County Council acting under authority of the South Carolina General Assembly, the Home Rule Act, South Carolina Code of Regulations 58-1, Local Emergency Preparedness Standards, and all applicable federal laws and regulations.
- (2) The provisions of this article shall become and be made part of the Code of Laws and Ordinances of Beaufort County, South Carolina. Any laws or ordinances in conflict with the Ordinance that Beaufort County is authorized to repeal are hereby repealed.
- (3) Nothing herein shall supersede the powers, duties, and authorities of the Federal Emergency Management Agency (FEMA) and/or South Carolina's Emergency Management Division (SCEMD). If any section, paragraph, sentence, clause and/or phrase or word of this article is, for any reason, held or declared by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this article.

Sec. 22-102. - Purposes and objectives.

- (1) *Purposes.* It is the intent of the Beaufort County Council under this article to:
 - (a) Authorize creation of an organization to plan and prepare in advance of a major disaster for orderly and expeditious post-disaster recovery and to direct and coordinate recovery and reconstruction activities;
 - (b) Direct the preparation of a pre-event plan for post-disaster recovery and reconstruction to be updated on a continuing basis;
 - (c) Authorize in advance of a major disaster the exercise of certain planning and regulatory powers related to disaster recovery and reconstruction to be implemented upon declaration of a local emergency; and,
 - (d) Identify means by which Beaufort County will take cooperative action with other governmental entities (local, state and federal) in expediting recovery; and implement means by which Beaufort County will consult with and assist citizens, businesses, and community organizations during the planning and implementation of recovery and reconstruction procedures.
- (2) *Objectives.* The County has established the following general objectives for county recovery policy:
 - (a) Adopt improved and more comprehensive recovery policies and procedures that will facilitate county rebuilding after a disaster;
 - (b) Adopt improved and more comprehensive recovery policies and procedures that will facilitate meeting FEMA (Federal Emergency Management Agency)

(and other state and federal programs) requirements for rebuilding and redevelopment funding;

(c) Improve county policies and procedures for future hurricane seasons and all other disasters.

(3) *Statement of concurrent obligations.* This article is enacted to set out and clarify the authority of Beaufort County and its officers and employees with regard to emergency and disaster situations. It is intended to grant as broad a power as permitted by statutory and constitutional authority. It is further intended that the powers granted and procedures established in this article shall apply concurrently to emergency, post-emergency, recovery and reconstruction operations.

Sec. 22-103. - Definitions.

As used in this article, the following definitions shall apply:

Curfew. A curfew is a regulation requiring the withdrawal from any person not otherwise exempt from this article from appearing in certain public areas during specified hours.

Damage assessment team. The primary role of the damage assessment team is to assess losses to property. Assessment will be used to determine type of permit required for repair or reconstruction, dollar amount of destruction or damage, and to determine qualifications for federal or state disaster relief assistance.

Detailed damage assessment. Follows the initial impact assessment and includes conducting on-site visits by the damage assessment teams for each affected property. This process may take weeks to complete and will culminate in a summary damage estimate in dollars of the total loss to all property in Beaufort County, including: real, personal, agricultural, utility, infrastructure, business, etc.

Development moratorium. A temporary hold, for a defined period of time, on the issuance of building permits, approval of land-use applications or other permits and entitlements related to the use, development, redevelopment, repair, and occupancy of private property in the interests of protection of life and property.

Director. The director of the recovery task force or an authorized representative.

Disaster recovery centers (DRCs). A multi-agency center ~~organized by FEMA~~ facilitated by FEMA, organized by county staff for coordinating assistance to disaster victims.

Emergency. A local emergency which has been declared by the governor or recognized as same by the Beaufort County Council through the enactment of an emergency ordinance for a specific disaster and has not been terminated.

Event. Any natural weather-related or other condition causing damage or destruction of property. Types of events shall include, but not limited to hurricanes, northeasters, tornadoes, earthquakes, and/or other natural man-made disasters.

Exempt individuals. Unless otherwise specified herein, exempt individuals include those persons engaged in the provision of designated, essential services, such as fire, law enforcement, public works, stormwater, solid waste and recycling, traffic engineering, engineering and infrastructure, grounds, facility management, disaster recovery, emergency medical services, and hospital services, military services, utility emergency repairs. The resolution of a curfew may, in the discretion of the governing authority, also exempt regular employees of local industries traveling to and from their jobs with appropriate identification, news media employees, building and repair contractors who are properly registered with the county and who are actively engaged in performing activities related to construction, repair, renovation, or improvement of buildings and other structures damaged during the disaster or emergency.

Flood Insurance Rate Map (FIRM). An official map of the community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Hazard mitigation grant program. A federal program that assists states and local communities in implementing long-term hazard mitigation measures following a major disaster declaration.

Historic building or structure. Any building or structure listed or eligible for listing on the National Register of Historic Places, as specified by federal regulation, the state register of historic places or points of interest, or a local register of historic places, and any buildings and structures having historic significance within a recognized historic district.

Individual assistance program. A federal disaster program that brings funding to disaster victims for housing and other needs in order to expedite the victims' recovery from disaster.

Initial impact assessment. The initial impact assessment (windshield assessment, disaster assessment) is used to determine the extent of the disaster and to determine whether or not outside assistance will be needed. This assessment is generally performed within 24 or 48 hours after passage of an event, depending on severity and scope.

In-kind. The same as the prior building or structure in size, height and shape, type of construction, number of units, general location, and appearance.

Interagency hazard mitigation team. A team of representatives from FEMA, other federal agencies, state emergency management agencies, and related state and federal agencies, formed to identify, evaluate, and report on post-disaster mitigation needs.

Joint field office (JFO). A center established by FEMA for coordinating disaster response and recovery operations, staffed by representatives of federal, state, and local agencies as identified in the National Response Framework (NRF) and determined by disaster circumstances.

Major disaster. Any natural catastrophe (including any hurricane, tornado, high water, wind-driven water, earthquake, winter storm, drought, etc.), or, regardless of cause, any fire, flood, or explosion, or manmade disaster which in the determination of the President of the United States causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, jurisdictions, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

National response framework (NRF). A plan to coordinate efforts of the government in providing response to natural disasters, technological emergencies, and other incidents requiring federal assistance under the Stafford Act in an expeditious manner.

Project worksheet (PW). A claim by a local jurisdiction for financial reimbursement for work completed, repairs or replacement of a public facility damaged in a major disaster, as authorized under the Stafford Act and related federal regulations, plans, and policies.

Public assistance program. FEMA's Public Assistance (PA) Grant Program is designed to provide assistance to states, local governments, and certain nonprofit organizations to alleviate suffering and hardship resulting from major disasters or emergencies declared by the President. Through the PA Program, FEMA provides supplemental federal disaster grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain private nonprofit (PNP) organizations. The federal share of assistance is not less than 75 percent of the eligible cost for emergency measures and permanent restoration. The grantee (usually the state) determines how the non-federal share (up to 25 percent) is split with the subgrantees (eligible applicants).

Reconstruction. The rebuilding of permanent replacement housing, construction of large-scale public or private facilities badly damaged or destroyed in a major disaster, addition of major community improvements, and full restoration of a healthy economy.

Recovery functions. The categories of activities and programs that the County and its citizens are likely to need following a disaster.

Recovery task force. An interdepartmental organization that coordinates Beaufort County staff actions in planning and implementing disaster recovery and reconstruction functions.

Recovery plan. A pre-event plan for post-disaster recovery and reconstruction, composed of policies, plans, implementation actions, and designated responsibilities related to expeditious and orderly post-disaster recovery and rebuilding, with an emphasis on mitigation.

Recovery strategy. A post-disaster strategic program identifying and prioritizing major actions contemplated or under way regarding such essential recovery functions as business resumption, economic reinvestment, industrial recovery, housing replacement, infrastructure restoration, and potential sources of financing to support these functions.

Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended).

Sec. 22-104. - Recovery management structure.

The primary recovery task that shall be completed in times of a disaster is assuring that all continuity of government procedures are in place and being carried out according to previously established plans. This includes having lines of succession ~~for in place for county council members and~~ all essential Beaufort County staff (especially department heads).

The second task should be implementing a management structure that defines how recovery procedures will be managed by the county. The following structure is hereby created for the purpose of coordinating Beaufort County actions in planning and implementing disaster recovery and reconstruction activities.

- (1) *Recovery task force.* A recovery task force is hereby established that is comprised of the following officers and members, should any of the directors be unable to perform the tasks the subsequent individual shall fall within that position and the line of succession shall adjust accordingly.
 - (a) The county administrator who shall be chair; and as chair of the recovery task force shall appoint the recovery director and three deputy directors to oversee all recovery functions and to form a line of succession. Each deputy director shall provide management of recovery functions as assigned by the director;
 - (b) The director of environmental engineering and land management shall be the recovery director and first vice-chair of the disaster recovery taskforce.
 - (c) The director of public works shall be the second vice-chair.
 - (d) The Building Codes Director shall be the third vice chair.
 - (e) The Director of Civil Engagement & Outreach Area shall be the fourth vice-chair
 - (f) The Beaufort County Attorney and staff shall be legal advisor and staff of the recovery task force.
 - (g) Other members, shall include county council, facilities and construction, engineering, traffic engineering, planning, fire chief, emergency management, sheriff, together with representatives from such other departments and offices as the alliance for human services, assessor, economic development, EMS, GIS,

parcs and leisure services, zoning, department of social services/emergency welfare services, municipal representatives, private sector and nonprofit organizations etc., and others that may be deemed necessary by the chair or recovery director for effective recovery operations.

- (2) *Powers and duties.* The recovery task force shall have such powers as enable it to carry out the purposes, provisions, and procedures of this chapter, as identified in this chapter.
- (3) *Operations and meetings.* The director or his/her designee shall have responsibility for recovery task force operations. When an emergency declaration is in force (whether declared by the governor or through the enactment of an emergency ordinance adopted by Beaufort County Council), the county administrator shall authorize activation of the recovery task force and disaster recovery plan. After a declaration and/or determination that a local emergency exists, and while such declaration or determination is in force, the recovery task force shall meet daily or as frequently as determined by the director. When an emergency declaration or determination is not in force, the recovery task force shall meet monthly or more frequently, upon call of the chair or director.
- (4) *Succession.* In the absence of the director, the deputy director shall serve as acting director and shall be empowered to carry out the duties and responsibilities of the director. The director shall name a succession of department managers to carry on the duties of the director and deputy director, and to serve as acting director in the event of the unavailability of the director and deputy director.
- (5) *Organization.* The recovery task force may create such standing or ad hoc committees as determined necessary by the director.
- (6) *Relation to County Sheriff's Office Emergency Management Division.* The recovery task force shall work in concert with the Emergency Management Division that has interrelated functions and similar membership.
- (7) *Short-term recovery objectives.* The emergency management director is in charge of overseeing all short-term recovery activities. Beaufort County's objectives to be accomplished during short-term recovery can be found in the Beaufort County Recovery Plan, Appendix ~~C~~ B. This checklist is to be used to determine that short-term recovery activities have been completed properly.
- (8) *Long-term recovery objectives.* The director of Environmental Engineering and Land Management is responsible for overseeing all long-term recovery activities. Beaufort County's objectives to be accomplished during long-term recovery can be found in the Beaufort County Recovery Plan, Appendix ~~C~~ B. This checklist is to be used to determine that long-term recovery activities have been completed properly.
- (9) *Ending recovery operations.* Recovery operations shall continue until the county administrator has notified staff to return to normal operations. Normal operations will not resume until either the emergency management director (for short-term emergency activities) or the director of Environmental Engineering and Land Management for long-

term recovery activities) has notified the county administrator that recovery activities have been completed.

Sec. 22-105. - Recovery plan.

Beaufort County has developed a pre-event plan for post-disaster recovery and reconstruction, referred to as the Beaufort County Recovery Plan, which is comprised of pre-event and post-disaster policies, plans, implementation actions, and designated responsibilities related to expeditious and orderly post-disaster recovery and rebuilding, and incorporates hazard mitigation in all elements of the plan.

- (1) *Recovery plan content.* The recovery plan addresses policies, implementation actions and designated responsibilities for such subjects as impact assessment (disaster assessment), continuation of government, public information/community relations, human services (short-term), individual assistance, volunteers and donations, debris management, re-entry security, health and human safety, repair and restoration of public infrastructure and buildings, building inspections and permits, ~~rebuilding, construction, repairs, restoration~~ regulatory licensing, temporary emergency housing, redevelopment (planning and zoning ordinance enforcement)(recovery plan/policies, building codes, community development ordinance enforcement), economic preservation and ~~restoration~~ development, environmental preservation and restoration mitigation, recovery administration and finance, county employees, mortuary operations, mutual aid protocols, pre-disaster heavy equipment and facilities deployment and such other subjects as may be appropriate to expeditious and wise recovery.
- (2) *Coordination of recovery plan with county and regional plans, FEMA, and other agencies.* The recovery plan identifies relationships of planned recovery actions with those of adjacent communities and state, federal, or mutual aid agencies involved in disaster recovery and reconstruction, including but not limited to the Federal Emergency Management Agency (FEMA), the American Red Cross, the Department of Housing and Urban Development (HUD), the Small Business Administration (SBA), the Environmental Protection Administration (EPA), the Department of Transportation (DOT), the South Carolina Emergency Management Division (SCEMD), the South Carolina Department of Health and Environmental Control (DHEC) and other entities that provide assistance in the event of a major disaster. A draft copy of the plan shall be sent to the South Carolina Emergency Management Division on an annual basis for review in sufficient time for comment prior to action on the recovery plan by the Beaufort County Council.
- (3) *Recovery plan implementation.* The director and recovery task force shall be responsible for implementation of the plan both before and after a major disaster, as applicable. Before a declaration of emergency, the director, or his/her authorized representative, shall prepare and submit reports annually, or more frequently as necessary, to fully advise the Beaufort County Council on the progress of preparation or implementation of the recovery policy. After a declaration of emergency in a major disaster, the director

shall participate in Policy Group meetings, interact with the Emergency Management Director, report to the Beaufort County Council as often as necessary on implementation actions taken in the post-disaster setting, identify policy and procedural issues, and receive direction and authorization to proceed with plan modifications necessitated by specific circumstances.

- (4) *Recovery plan training and exercises.* The recovery task force shall organize and conduct periodic training and exercises annually, or more often as necessary, in order to develop, convey, and update the contents of the recovery plan. Such training and exercises will be conducted in coordination with similar training and exercises related to the emergency operations plan.
- (5) *Recovery plan consultation with citizens.* The recovery planning committee is comprised of representatives of business, volunteer and community organizations that represent Beaufort County citizens. Other efforts to inform the public about the recovery plan will be coordinated by the public information officer.
- (6) *Recovery plan amendments.* During implementation of the recovery plan, the director and the recovery task force shall address key issues, strategies and information bearing on the orderly maintenance and periodic revision of the plan. In preparing modifications to the plan, the recovery task force shall consult with county departments, business, and community organizations and other government entities to obtain information pertinent to possible recovery plan amendments.
- (7) *Recovery plan coordination with related plans.* The recovery plan has been prepared and shall be updated to be in coordination with related elements of the comprehensive general plan and emergency operations plan, or such other plans as may be pertinent. Such related plan elements shall be periodically amended to be consistent with key provisions of the recovery plan, and vice versa.
- (8) *Recovery plan validation.* The recovery plan shall be validated annually and/or following a disaster event. In order to facilitate an organized and comprehensive review of the plan, ~~review checklists have been created for each of the recovery functions~~ a master checklist of action items have been created to encompass all recovery functions. The ~~master checklists include action items that~~ master checklists include action items that should be reviewed and completed each year by the agency/department responsible for implementing the recovery function, in conjunction with the support agencies assigned to that recovery function. Once the review ~~checklists~~ of action items have been completed, they should be turned in to the director of environmental engineering and land management who will then make a report to county council regarding the status of recovery operations for the year.
(Appendix A)

Any changes to be made to the recovery plan, identified either by the annual review, or in an after action report, will be made at the discretion of the recovery task force and shall not require county council review and/or action.

Sec. 22-106. - General provisions.

The following general provisions shall be applicable to implementation of this article:

- (1) *Powers and procedures.* Following the disaster declaration and/or determination that a local emergency exists, and while such declaration or determination is in force, the director of the recovery task force (the director of environmental engineering and land management) and the deputy director of the recovery task force (the director of public works) shall have authority to exercise powers and procedures authorized by this article, subject to extension to the other appointed deputy directors, and/or, modification, or replacement of all or portions of these provisions by separate ordinances adopted by the Beaufort County Council. The emergency management director shall have oversight and control of issuing any curfews (section 22-107), coordinating re-entry procedures (section 22-108), and all other short-term emergency matters.

In the absence of any declaration of emergency by the governor of the State of South Carolina, nothing shall prohibit Beaufort County Council, in its discretion, from exercising any powers necessary to protect the health, safety and welfare of its citizens. If such an emergency exists within Beaufort County, and immediate action is needed, council shall convene to declare an emergency and shall implement the provisions of this article in part or in full force. If the situation is such that council cannot convene, the declaration of local emergency shall be made by the Beaufort County Administrator or his designee. Such a declaration shall be subject to ratification, alteration, modification or repeal, by council, as soon as council can convene. Subsequent actions of council shall not affect the validity of prior actions taken by the county administrator, or his designee.

- (2) *Post-disaster recovery operations.* The director of the recovery task force (director of environmental engineering and land management) shall have duties in directing and controlling post-disaster recovery and reconstruction operations, including but not limited to the following:
 - (a) Activate, mobilize and deploy local law enforcement to respond to any situations necessary to promote recovery and redevelopment within Beaufort County;
 - (b) Activate and deploy damage assessment teams to identify damaged structures and to determine further actions that should be taken regarding such structures;
 - (c) Activate and deploy hazard evaluation teams to locate and determine the severity of natural or technological hazards that may influence the location, timing, and procedures for repair and rebuilding processes;
 - (d) Maintain liaison with the Beaufort County Emergency Operations Center and other public and private entities, such as FEMA, the American Red Cross, and the South Carolina Emergency Management Division in providing necessary information on damaged and destroyed buildings or infrastructure, natural and technological hazards, street and utility restoration priorities, temporary housing needs and similar recovery concerns;
 - (e) Establish "one-stop" field offices located in or near impacted areas where appropriate, staffed by trained personnel from appropriate departments, to

provide information about repair and rebuilding procedures, issue repair and reconstruction permits, and provide information and support services on such matters as business resumption, industrial recovery, and ~~temporary and permanent emergency~~ housing;

- (f) Activate streamlined procedures to expedite repair and rebuilding of properties damaged or destroyed in the disaster;
- (g) Make recommendations regarding moratoriums on buildings, land use regulations and permits, subject to Beaufort County Council ratification, as provided under subsection 22-109(22);
- (h) Recommend to the Beaufort County Council and other appropriate entities necessary actions for reconstruction of damaged infrastructure;
- (i) Prepare plans and proposals for action by the Beaufort County Council for redevelopment projects, redesign of previously established projects or other appropriate special measures addressing reconstruction of heavily damaged areas;
- (j) Formulate proposals for action by the Beaufort County Council to amend the comprehensive general plan, emergency operations plan, and other relevant plans, programs, and regulations in response to new needs generated by the disaster;
- (k) Such other recovery and reconstruction activities identified in the Recovery plan or by this article, or as deemed by the director as necessary to promote recovery, public health, safety, and well-being of the citizens of Beaufort County.

All County employees should be aware that in times of disasters, normal county operations are suspended and personnel may be reassigned during portions of task force operations.

- (3) *Coordination with FEMA and other agencies.* The director and the recovery task force shall coordinate recovery and reconstruction actions with those of state, federal, or mutual aid agencies involved in disaster response and recovery, including but not limited to the Federal Emergency Management Agency (FEMA), the American Red Cross, the Department of Housing and Urban Development (HUD), the Small Business Administration (SBA), the South Carolina Emergency Management Division and other entities that provide assistance in the event of a major disaster. Intergovernmental coordination tasks including but not limited to the following:
 - (a) Assign trained personnel to provide information and logistical support to the FEMA Joint Field Office, if needed;
 - (b) Supply personnel to provide information support for FEMA Disaster Recovery Centers (DRCs), if needed;
 - (c) Participate in damage assessment surveys conducted in cooperation with FEMA and other entities;
 - (d) Participate in the development of hazard mitigation strategies with the Interagency Hazard Mitigation Team (when activated) with FEMA and other entities;

- (e) Cooperate in the joint establishment with other agencies of one-stop service centers for issuance of repair and reconstruction options and permits, business resumption support, counseling regarding temporary and permanent housing, and other information regarding support services available from various governmental and private entities;
- (f) Coordinate within county government the preparation and submission of supporting documentation for Project Worksheets (PWs) to FEMA;
- (g) Determine whether damaged structures and units are within floodplains identified on Flood Insurance Rate Maps (FIRMs) and whether substantial damage has occurred;
- (h) Implement such other coordination tasks as may be required under the specific circumstances of the disaster.

(4) *Additional staffing needs.* In times of disaster, it may be necessary to hire additional staff members to perform various recovery-related duties (for example, additional administrative support for various departments). All additional hiring will be coordinated through the ~~human resources~~ employee services department at the direction of the county administrator. Whenever possible, funding for filling such positions will be provided by sources other than Beaufort County funding from state and federal programs (grant funds, federal programs). If no additional funding sources are available, emergency funds may need to be spent to fill additional staffing needs. Authorization of the expenditure of emergency funds may only be approved by the county administrator.

(5) *Consultation with citizens.* Activities undertaken by the recovery task force that require notification of, or are of interest to the Beaufort County citizenry will be presented to the public through the public information officer.

Sec. 22-107. - Imposition of curfews during times of emergency and recovery.

(1) *Purpose.* Beaufort County Council may impose a curfew during periods of emergency or disaster to protect the health, safety, and welfare of the citizens and property of Beaufort County during an emergency, disaster, or imminent threat thereof. The curfew will be used to protect citizens and property from the potential presence of looters, vandals, thieves and others who would take advantage of the confusion and devastation associated with such an event.

(2) *Institution of curfew.* Upon the declaration of a state of emergency by the Governor, or upon the determination by Beaufort County Council, or its emergency manager or successor, of the existence of an emergency or disaster, county council, may adopt a resolution instituting a curfew when it is determined necessary to protect and safeguard the people and property of Beaufort County. All of the territory of the unincorporated county shall be subject to the terms of the curfew, unless otherwise

specified in the resolution. The resolution instituting the curfew shall include the dates and hours that the curfew shall be in effect.

- (3) *Enforcement.* The provisions under this section shall be enforced by the Beaufort County Sheriff's Office.
- (4) *Prohibition.* It shall be prohibited for any person, other than exempt individuals, to appear in public in the territory subject to the curfew, including, but not limited to, streets, highways, alleys, sidewalks, vacant lots, parks, public buildings or any other public places in all or a delineated part of unincorporated Beaufort County during the stated hours of the curfew. Violators, if convicted, will be subject to any and all penalties allowed for in this article.

Sec. 22-108. - Re-entry into areas affected by disasters.

- (1) *Purpose.* It may be necessary, following an evacuation, natural or manmade disaster, or otherwise, to restrict entry into portions or all of Beaufort County by the Beaufort County Sheriff's Office. Restricted access shall occur only when absolutely necessary to protect the lives and property of its citizens. In the absence of state and/or federal oversight, Beaufort County recognizes the need to locally restrict access to areas by the general public during times of disaster and post recovery and reconstruction.
- (2) *Re-entry procedures.* It is anticipated that re-entry will occur in a tiered manner based on key roles in restoring normal operations after a disaster. It is understood that events may occur within specific areas of the county that will dictate, based on local needs and factors, what personnel will need access into the affected areas. Safety, with regard to public health, travel accessibility and rescue operations will be paramount and of crucial importance in determining access.

Immediate and unrestricted access will be granted to search and rescue agents, including agents from county and municipal fire-rescue departments, state, local, and federal law enforcement, fire/EMS, National Guard (Military) and emergency response agencies in support of the affected area.

- (3) *Re-entry passes.* Beaufort County Sheriff's Office Emergency Management Division is responsible for the assignment of re-entry passes. Federal, state and local government agencies and law enforcement officials agree to recognize specific identification from critical infrastructure owners and operators, their contractor(s), subcontractors and others as they seek access into a restricted disaster area. Relying parties (e.g. law enforcement) will require constant communications with local emergency operations centers so that proper admittance is granted. Once identity and attributes are authenticated, access is granted at the discretion of the relying parties. Falsification or the forgery of any re-entry or access passes issued in due

course by the emergency management division or like state or federal agency shall be considered a violation of this article and shall be punishable in accordance with the applicable provisions of this article.

- (4) *Re-entry for citizens and public.* Upon the determination that an affected area is deemed to be safe, the emergency management division, at its discretion, may allow for re-entry for citizens of Beaufort County, or the general public at large.

Sec. 22-109. -Emergency permitting, zoning policy and zoning procedures

(1) *Goals and purposes.* The goal of the building codes ~~and codes enforcement~~ department in a disaster is to allow rebuilding, repair and reconstruction of damaged structures in an orderly, safe and timely manner. Although speed of reconstruction is critical, the overall quality of the reconstruction process as it relates to federal, state and local building codes is a paramount issue. The purpose of these administrative procedures is to establish an emergency permitting system to be used following a declared disaster to expedite repair, restoration, or rebuilding of safe habitable structures.

(2) *Scope.* The scope of this section includes:

- (a) An overview of the emergency permitting process comprised of damage assessment, determination, notification, permitting and inspection.
- (b) Description of damage categories and corresponding types of emergency permits, based upon the degree of damage.
- (c) Procedures to determine compliance with the county's development standard ordinance.
- (d) Procedures describing emergency permitting and inspection requirements.
- (e) The purpose and authority of the construction board of adjustments and appeals.
- (f) Fee structure and requirements.

(3) *Post-disaster procedures.* The building codes ~~and codes enforcement~~ department will implement the following series of procedures to expedite the building permit review and permit issuance process immediately following declaration of an emergency. The building codes ~~and codes enforcement~~ department ~~are~~ is managed by the Beaufort County Building Official. In a recovery operation the county building official is hereby authorized to make minor adjustments to these policies and procedures to meet the objectives of county recovery actions as unforeseen situations arise.

The provisions of section 22-109 shall be in effect for a period of six months from the date of a local emergency declaration following a major disaster or until termination of a state of local emergency, whichever occurs later, or until these provisions are extended, modified, replaced by new provisions, or terminated, in whole or in part, by action of the Beaufort County Council through separate ordinances.

(4) *Operational procedures.*

- (a) The building codes ~~and codes enforcement office~~ will reopen immediately upon proper notice at the current office location, or at an alternate location if the current location is damaged.
- (b) Upon re-entry all inspectors and code enforcement staff must contact the county building official, or the deputy county administrator, to receive work assignments and return to work schedules.
- (c) Inspectors will be assigned to areas of the county to monitor construction activity.
- ~~(d) Inspectors will issue temporary permits for repair to prevent further damage in accordance with these policies: the international codes, FEMA Substantial Damage Estimation software.~~
- (e) Inspectors will notify owners of need to comply with construction permit requirements and to advise all concerned parties on reconstruction issues in a post-disaster situation.
- (f) Damage assessment teams shall be activated. Team will be comprised of one building inspector, one tax appraiser and other professionals, as deemed necessary to assist with structural analysis of severely damaged buildings.
- (g) If emergency staffing requirements are beyond current staff capability, staffing will be added through mutual aid agreements with surrounding and/or units of government and volunteer groups with proper qualifications.

(5) *Damage assessment procedures.*

- (a) The initial impact assessment (windshield assessment, disaster assessment) is used to determine the extent of the disaster and to determine whether or not outside assistance will be needed. This assessment is coordinated by the ~~emergency management division of the Sheriff's Office~~ Disaster Recovery Department and is generally performed within 24 or 48 hours after passage of an event, depending on severity and scope.
- (b) The detailed damage assessment follows the initial impact assessment and includes conducting on-site visits by the damage assessment teams for each affected property. This process may take weeks to complete and will culminate in a summary damage estimate in dollars of the total loss to all property in Beaufort County, including: real, personal, agricultural, utility, infrastructure, business, etc. The county building official and the assessor will determine when damage assessment teams will be assembled for conducting detailed damage assessments and make assignments to areas of the county.
- (c) Assessment teams are to establish dollar amount assessments of damage to all structures within their area of responsibility.
- (d) Each team will have values of structures from the most recent tax records.
- (e) Assessment team decisions will be symbolized by ~~the use~~ using color-coded assessment cards at each structure.
- (f) Cards will address information as to what percent of the structure has sustained damage, and what process the owner will be required to follow to correct the damage to property. Colored card system detail is found below.

(6) *Detailed damage assessment procedures.* The county building official or an authorized representative shall direct damage assessment teams having authority to conduct field surveys of damaged structures and post color-coded placards designating the condition of such structures as follows:

- (a) Green card—No restrictions. A green card denotes minor damage to property. Card information will include permission to make these minor repairs without having to obtain a zoning or building permit. Structures with minor damage can be made habitable in a short period of time with minimal repairs. Damage may include doors, windows, floors, furnaces, air conditioners, water heaters and other repairable damages.
- (b) Yellow card—Limited entry. A yellow card denotes major damage to the property. Card information will include instructions on how to apply for a zoning and building permit. Owner will not be allowed to occupy the structure, occupancy will be allowed only when structure is classified with a green card with no restrictions. Structures with moderate damage can be made habitable with extensive repairs. This category may include damage to the following portions of a structure: foundation, roof structure, wall sections and any other major components of the property.
- (c) Red card—Unsafe. A red card denotes that the property has been destroyed. Card information will include that the structure is unsafe and may not be occupied. Buildings posted with this placard shall not be entered under any circumstances except as authorized in writing by the department that posted the building or by authorized members of damage assessment teams. The individual posting this placard shall note in general terms the type of damage encountered. This placard is not to be considered a demolition order. Structures with major damage are considered destroyed and a total loss, meaning that damage is determined to be of such an extent that repair is not feasible.

Beaufort County Field inspectors will complete the appropriate card and post in a conspicuous location. Inspector must keep a log of all structures posted in this category. Log will include date, time, location and a damage description/justification of designation.

- (d) This article and section number, the name of the department, its address, and phone number shall be permanently affixed to each placard.
- (e) Once a placard has been attached to a building, it shall not be removed, altered or covered until done so by an authorized representative of Beaufort County or upon written notification from Beaufort County. Failure to comply with this prohibition will be considered a misdemeanor punishable by a \$300.00 fine.

(7) *Staff review team procedures.*

- (a) After an initial damage assessment is completed, the county staff review team (SRT) for development shall convene to determine what areas of the county are impacted and discuss permitting procedures under current emergency conditions.

- (b) The SRT will discuss conditions, including the following matters in determining how to proceed: plan review requirements, ~~temporary~~ emergency housing needs, ordinance enforcement, abatement of unsafe or unrepairable structures, emergency repairs and flood damage control regulation enforcement.
- (c) The SRT shall make determinations as to what areas within the county are in need redevelopment, or in the alternative, which areas are eligible for reconstruction. When a determination has been made that an area has been damaged to such an extent that redevelopment is appropriate, the director of ~~planning~~ community development shall coordinate the process of organizing meetings with the municipalities to determine how the affected areas are to be redeveloped. Redevelopment plans should be based on the most recent comprehensive plan.

(8) *Permitting procedures.*

- (a) The permitting process will be determined by the extent of damage that a property has sustained. Each property will be treated individually consistent with county ordinances and the international building codes requirements. Property sustaining minor damage may not require a permit based on the type of damage.

Major damage will, in most cases, require a permit. The amount of information needed to satisfy the permitting process will be determined by the type and amount of damage that the structure has received. In most situations where a property has sustained major damage, the owner or contractor conducting the repair will be required to submit a full plan of reconstruction.

- (b) During damage assessment, the inspector will leave a colored-coded placard at the site in a conspicuous location. The placard will provide instructions to the owner if a zoning or building permit is required. The color codes are discussed above in subsection 22-107(6).

(9) *Emergency nonconforming permitting procedures.* In an emergency it may be necessary to allow existing nonconforming uses to rebuild. Building owners will only be allowed to rebuild nonconforming uses under these conditions:

- (a) Owner has official copy of building plans that include overall size and dimensions of structure.
- (b) Owner has recent photographs of the structure that supply construction and appearance detail of the structure.
- (c) In addition to meeting the conditions as stated above, building owners are also required to comply with the requirements set forth within subsection 22-109(27) with regard to the rebuilding of nonconforming structures.

(10) *Joint county-municipal permitting.* In a large scale disaster, joint permitting by all governmental permitting bodies would greatly improve effectiveness and speed of post-disaster reconstruction. County staff will pursue implementation of a joint system with all permitting bodies.

(11) *Administrative and clerical staff duties and roles in a disaster.*

- (a) Normal daily business routine procedures will be employed unless adjusted by the county building official.

- (b) Telephone duty assigned to two staff members for all incoming calls.
 - (c) Screening of walk-ins by one staff person. The assigned and designated FEMA Coordinator will notify the county building code and code enforcement divisions of substantially damaged buildings requiring building services approval prior to permit release.
 - (d) All records will be retained.
 - (e) Combined staffs from these county divisions and departments: buildings, planning and zoning departments (and others if required) will perform needed clerical and related processing as needed.
- (12) *Ready information/materials/equipment (for damage assessment teams).*
- (a) Digital cameras and additional memory.
 - (b) Temporary permit forms.
 - (c) Building damage assessment forms/building tags/noncompliance forms.
 - (d) Handheld GPS equipment.
 - (e) Safety vests
 - (f) Steele toe boots
 - (g) Flash lights
 - ~~(h) Dust face masks~~ Contamination protection
 - ~~(i) Field Duty Laptop~~
 - (j) Tablets with collector app loaded
 - (k) Jet pack for tablets
 - (l) Alternative power source to charge devices
- (13) *Issuing emergency zoning and building permits.* When an emergency is officially declared, the following procedures will be implemented when issuing permits:
- (a) No restriction on use or occupancy. No plans are required, no permit is required, and no inspection activity other than damage assessment is required.
 - (b) Use and occupancy restriction. A plan may be required for repairs or a detailed list of work to be done may be required. Development plan review is not required if there is no change in footprint of the building.
 - (c) Emergency building permit(s) is required. An affidavit stating that the owner or his/her authorized agent shall comply with all county codes will be required. Building inspections are required prior to work beginning and during construction.
 - (d) Use and occupancy restriction. Flood regulation standards shall be implemented. This standard is based upon Beaufort County Flood Map standards adopted by the County to qualify for FEMA disaster planning and reconstruction funding. Flood mapping in place at the time of the disaster will be the standard for decisions. County building official, or other designated representative, may review decisions, where information is incomplete, and/or in conflict with reality, or in error.
 - (e) General requirements: Plans may be required for repairs. If pre-existing structure is in compliance with zoning, and structure is not located in a flood zone or it is elevated to the proper base flood elevation, there is no change in the use or

occupancy and there will be no expansion, plans will not be required. The building must be brought into full compliance with all applicable codes: zoning, building and flood regulations. Development plan review is not required. Building plan review is not required. An emergency building permit is required. An affidavit stating the owner or his/her agent will comply with all county codes is required. Building inspections are required prior to and during construction.

(f) Unsafe. If structure is not demolished, plans are required. A structural engineer report is required. Zoning and development permits are required. A building permit is required.

(g) General requirements: Plans and structural analysis may be required for repairs. If pre-existing structure is in compliance with zoning, and structure is not located in a flood zone or it is elevated to the proper base flood elevation and there is no change in the use or occupancy and there will be no expansion, the building may be repaired after obtaining the building permit; or the building must be brought into full compliance with all applicable codes: zoning, building and flood regulations. Development plan review may not be required. Building inspections are required prior to and during construction.

(14) *County permit fees.* The county will continue to collect permit fees. If conditions warrant revision of this policy, recommendations will be presented to county council.

(15) *Contractor licensing.*

- (a) The county will heighten monitoring and oversight of licensing requirements during emergencies.
- (b) Contractors and subcontractors are likely to respond to construction needs from all parts of the United States.
- (c) State contractor licensing requirements will be the same as during normal operations (e.g., only contractors with appropriate credentials will be issued licenses to work in Beaufort County).
- (d) No preliminary licensing will be allowed.
- (e) High likelihood that Beaufort County, and state contractor licensing authorities, will establish offices in Beaufort County to administer contractor exams, and to manage the paperwork related to the procedure.

(16) *Zoning operations.*

- (a) Zoning permits will be required as described above.
- (b) A site plan or plat will not be required unless the house was moved from its foundation or it is being expanded.
- (c) Field inspectors will judge extent of damage both residential/commercial structures.

(17) *Flood regulations.*

- (a) Beaufort County's flood regulations requires that all pre-FIRM buildings (FEMA definition - a building for which construction or substantial improvement occurred on or before December 31, 1974, or before the effective date of an initial Flood Insurance Rate Map (FIRM)) located in the 100-year floodplain be elevated to the required base flood elevation if the building sustains ≥ 50 percent damage of its market value.

- (b) Replacement value is determined before improvements are made to the structure.
- (c) In cases where there are questions regarding extent of damage or flood zone designation, the ~~inspector~~ owner and/or contractor shall complete FEMA substantial damage form to ~~make~~ facilitate the determination.

(18) *Electrical and gas connections.*

- (a) Electrical and gas safety inspection procedures. All buildings with a damaged electric and/or gas meter, damaged electrical service weather head, and/or with water submersion inside of the structure up to the elevation of electrical receptacles, will require an electrical safety inspection prior to electrical service being restored.
- (b) Gas lines in buildings that have experienced a fire must be inspected prior to gas service being restored.
- (c) Stop work orders (red tags) are to be conspicuously placed near utility meters that are not to be reconnected without prior inspection and release.
- (d) Records of structures deemed unsafe for utility reconnection are to be maintained and released to the applicable electrical or gas utility as quickly as possible after the determination is made.

(19) *Mutual aid building inspectors.* Mutual aid building inspectors will assist with performing substantial damage determination inspections, complete applicable forms, input data into FEMA substantial damage determination software, and perform other related duties as assigned.

(20) *Beaufort County Board of Adjustment and Appeals.*

- (a) The Beaufort County Board of Appeals will handle disputes directly associated with disaster-related reconstruction and construction.
- (b) The board will act on all matters resulting from matters in dispute. Likely areas of deliberation are: decisions related to degree of damage, new codes, floodplain issues, and other matters that may develop.
- (c) Additional responsibilities may be assigned to the board to meet needs as they develop.
- (d) Decisions will be made by majority vote, minutes and all other meetings requirements will be met as the board functions during disaster, including: open meetings requirements, accessibility requirements and Freedom of Information requirements.

(21) *Applications and forms (to be used by county staff).* Habitable Repair Approval, Unsafe Do Not Enter, Limited Entry - Permit Required for Repairs, Damage Checklist.

(22) *Development moratorium.* The director shall have the authority to make recommendations to county council regarding moratoriums on the issuance of building permits, approval of land use applications or other permits and entitlements related to the use, development, and occupancy of private property authorized under other chapters and sections of the Code of Ordinances. The recommendations will be based on the opinion of the director, that such action is reasonably justifiable for protection of life and property. County council shall be authorized to issue moratoriums in accordance

with the provisions of this article. County council shall be authorized to issue a moratorium with regards to the requirements under this section.

- (a) *Posting.* Notice of the moratorium shall be posted in a public place and shall clearly identify the boundaries of the area in which a moratorium is in effect as well as the exact nature of the development permits or entitlements that are temporarily held in abeyance.
 - (b) *Duration.* The moratorium shall be in effect from the earliest possible time following a disaster, and shall remain in effect until such time that the Beaufort County Council can take action to extend, modify, or terminate such moratorium by separate ordinance.
- (23) *One-stop center for permit expediting.* The county building official shall oversee establishment of a one-stop center, staffed by representatives of pertinent departments, for the purpose of establishing and implementing streamlined permit processing to expedite repair and reconstruction of buildings, and to provide information support for provision of temporary housing and encouragement of business resumption and industrial recovery. The director shall establish such center and procedures in coordination with other governmental entities that may provide services and support, such as FEMA, SBA, HUD, or the South Carolina Emergency Management Division.
- (24) *Temporary use permits.* The director shall have the authority to issue permits in any residential, commercial, industrial, or other zone for the temporary use of property that will aid in the immediate restoration of an area adversely impacted by a major disaster, subject to the following provisions:
- (a) *Critical response facilities.* Any police, fire, emergency medical, or emergency communications facility that will aid in the immediate restoration of the area may be permitted in any zone for the duration of the declared emergency;
 - (b) *Other temporary uses.* Temporary use permits may be issued in any zone, with conditions, as necessary, provided written findings are made establishing a factual basis that the proposed temporary use:
 1. Will not have a long-term detrimental impact on the immediate neighborhood;
 2. Will not adversely affect the comprehensive plan; and
 3. Will contribute in a positive fashion to the reconstruction and recovery of areas adversely impacted by the disaster.

Temporary use permits may be issued for a period of one year following the declaration of local emergency and may be extended on an annual basis for a maximum of five years from the declaration of emergency, provided such findings are determined to be still applicable by the end of the first year. If, during the first or any subsequent four years, substantial evidence contradicting one or more of the required findings comes to the attention of the director, the temporary use permit shall be revoked.

- (c) *Single-family residence repair or replacement.* A temporary use permit shall also be granted subject to the provisions of subsection 22-111(4) to allow the

property owner of a single-family residence that has been deemed as having "no restrictions on use or occupancy" pursuant to subsection 22-109(13) to live on his or her property until such time as the damaged house can be repaired or rebuilt. This temporary housing permit shall be good for one year and may be renewed each year for a maximum of five years.

(d) *No grandfathered or nonconforming status acquired.* No use initiated pursuant to the provisions of this section may claim grandfathered or nonconforming use status. Any use initiated under this section must terminate after five years, if not before.

(25) *Temporary repair permits.* Following a disaster, temporary emergency repairs to secure structures and property damaged in the disaster against further damage or to protect adjoining structures or property may be made without fee or permit where such repairs are not already exempt under other chapters of the Code of Ordinances. The building official must be notified of such repairs within ten working days, and regular permits with fees may then be required.

(26) *Deferral of fees for reconstruction permits.* Except for temporary repairs issued under provisions of this chapter, all other repairs, restoration, and reconstruction of buildings damaged or destroyed in the disaster shall be approved through permit under the provisions of other chapters of this Code. Fees for such repair and reconstruction permits may be deferred until issuance of certificates of occupancy.

(27) *Nonconforming buildings and uses.* Buildings damaged or destroyed in the disaster that are legally nonconforming as to use, yards, height, number of stories, lot area, floor area, residential density, parking, or other provisions of the zoning and development standards may be repaired and reconstructed in-kind, provided that:

- (a) The building is damaged in such a manner that the structural strength or stability of the building is appreciably lessened by the disaster and is less than the minimum requirements of the International Building Code for a new building;
- (b) The cost of repair is less than 50 percent of the replacement cost of the building;
- (c) All structural, plumbing, electrical and related requirements of the International Building Code are met at current standards;
- (d) Any local, state or federal natural hazard mitigation requirements are met;
- (e) Reestablishment of the use or building is in conformance with the National Flood Insurance Program requirements and procedures;
- (f) The building is reconstructed to the same configuration, floor area, height, and occupancy as the original building or structure, except where this conflicts with National Flood Insurance Program (NFIP) provisions;
- (g) No portion of the building or structure encroaches into an area planned for widening or extension of existing or future streets as determined by the comprehensive general plan or applicable specific plan; and
- (h) Repair or reconstruction shall commence within two years of the date of the declaration of local emergency in a major disaster and shall be completed within two years of the date on which permits are issued.

- (i) In addition to the provisions contained herein, building owners are also required to comply with the provisions of subsection 22-109(9) with regard to the rebuilding of nonconforming structures.

Nothing herein shall be interpreted as authorizing the continuation of a nonconforming use beyond the time limits set forth under other sections of the zoning and development standards that were applicable to the site prior to the disaster.

Sec. 22-110. - Demolition of damaged buildings.

The director shall have authority to order the condemnation and demolition of buildings and structures damaged in the disaster under the standard provisions of the Code of Ordinances, except as otherwise indicated below:

- (1) *Condemnation and demolition.* In dealing with historic buildings, the building official shall notify the state historic preservation officer within 60 days after the disaster, that one of the following actions will be taken with respect to any historic building or structure determined by the building official to represent an imminent hazard to public health and safety or to pose an imminent threat to the public right-of-way:
 - (a) Where possible, within reasonable limits as determined by the building official, the building or structure shall be braced or shored in such a manner as to mitigate the hazard to public health and safety or the hazard to the public right-of-way;
 - (b) Whenever bracing or shoring is determined not to be reasonable, the building official shall cause the building or structure to be condemned and immediately demolished. Such condemnation and demolition shall be performed in the interest of public health and safety without a condemnation hearing as otherwise required by the building code. Prior to commencing demolition, the building official shall photographically record the entire building or structure.
- (2) *Notice of condemnation.* If, after the specified time frame noted in subsection 22-108(1) of this chapter and less than 30 days after the disaster, a historic building or structure is determined by the building official to represent a hazard to the health and safety of the public or to pose a threat to the public right-of-way, the building official shall duly notify the building owner of the intent to proceed with a condemnation hearing within 30 business days of the notice in accordance with the building code; the building official shall also notify FEMA, in accordance with the National Historic Preservation Act of 1966, as amended, of the intent to hold a condemnation hearing.
- (3) *Request to FEMA for approval to demolish.* Within 30 days after the disaster, for any historic building or structure which the building official and the owner have agreed to demolish, the building official shall submit to FEMA, in accordance with the National Historic Preservation Act of 1966, as amended, a request for approval to demolish. Such request shall include all substantiating data.
- (4) *Historic building demolition review.* If, after 30 days from the event, the building official and the owner of a historic building or structure agree that the building or structure

should be demolished, such action will be subject to the review process established by the National Historic Preservation Act of 1966, as amended.

Sec. 22-111. - ~~Temporary housing~~ Emergency Housing & Infrastructure

- (1) Purpose. It is understood that FEMA will be responsible for all temporary housing activities following a disaster; however, it is in Beaufort County's best interest to have a plan in place for guiding where ~~temporary~~ emergency housing is located, the types of temporary housing brought in and how long the housing is allowed to stay on-site.
- (2) Pre-disaster site planning. Each year, as part of the recovery plan update process, the ~~Building Codes Director~~ Community Development Director will be responsible for overseeing a planning process to determine the best sites for the placement of potential ~~temporary~~ emergency housing units. The county will focus on using county-owned property and perhaps existing mobile home parks for locating temporary housing developments. This site identification will take place on an annual basis. This process will be coordinated with the affordable housing, community development, building codes, GIS and other departments as deemed necessary. The results of this annual planning process will be compiled in a selection report and presented to county council by the county administrator.
- (3) Post-disaster policies and procedures. Upon declaration of an emergency, the county administrator shall assign staff to work with FEMA, HUD, the South Carolina Emergency Management Division, and other appropriate governmental and private entities to identify special programs by which provisions can be made for emergency/temporary or permanent replacement housing that will help avoid undue displacement of people and businesses. Such programs may include deployment of manufactured housing and manufactured housing developments under the temporary use permit procedures provided in subsection 22-107 of this article and available section 22-108 and community development block grant funds to offset repair and replacement housing costs, and other initiatives appropriate to the conditions found after a major disaster.
- (4) The county will issue temporary use permits to residents which will allow for the placement of one temporary housing unit on property owned by them in the event that the property owner's house has been damaged but has been deemed as "having no restriction on use or occupancy" as set forth in subsection 22-109(13) above. This will allow the property owner and his or her family to live on-site until such time that the damaged house can be repaired or rebuilt. This temporary housing unit shall only be occupied by the property owner and his or her family.

Sec. 22-112. - Hazard mitigation program.

The county has established a comprehensive hazard mitigation program that includes both long-term and short-term components.

(1) *Hazard mitigation plan.* Beaufort County has adopted by resolution a hazard mitigation plan for the purpose of enhancing long-term safety against future disasters. The hazard mitigation plan identifies and maps the presence, location, extent, and severity of natural hazards, such as:

- (a) Flooding;
- (b) Dam failure;
- (c) Drought;
- (d) Wind: thunderstorms and tornadoes;
- (e) Earthquakes;
- (f) Fire;
- (g) Tsunamis;
- (h) Hazardous materials.

The hazard mitigation plan determines and assesses Beaufort County's vulnerability to such known hazards and proposes measures to be taken both before and after a major disaster to mitigate such hazards. It contains linkages between its own provisions and those of other comprehensive plan elements including, but not limited to, land use, transportation, housing, economic development, and historic preservation, and any other pertinent element so that development and infrastructure decisions will incorporate considerations of natural hazards.

(2) *Short-term action program.* A short-term hazard mitigation program is included in the recovery plan. It is comprised of hazard mitigation program elements of highest priority for action, including preparation and adoption of separate ordinances dealing with specific hazard mitigation and abatement measures, as necessary. Such ordinances may require special site planning, land use, and development restrictions or structural measures in areas affected by flooding, urban/wildland fire, wind, seismic, or other natural hazards, or remediation of known technological hazards, such as toxic contamination.

(3) *Post-disaster actions.* Following a major disaster, the director shall participate in developing a mitigation strategy as part of the interagency hazard mitigation team with FEMA and other entities, as called for in Section 409 of the Stafford Act and related federal regulations. As appropriate, the director may recommend to the Beaufort County Council that Beaufort County participate in the state's hazard mitigation grant program, authorized in Section 404 of the Stafford Act, in order to partially offset costs of recommended hazard mitigation measures.

(4) *New information.* As new information is obtained regarding the presence, location, extent, and severity of natural or technological hazards, or regarding new mitigation techniques, such information shall be made available to the public, and shall be incorporated as soon as practicably possible within the comprehensive plan and the recovery plan through amendment.

Sec. 22-113. - Protection of critical county public records policies and procedures.

- (1) *Purpose.* Effective and productive management of county business requires that critical public records be protected and stored for reuse as normalcy is reestablished within the county.
- (2) *Identification of critical records.*
 - (a) County staff will conduct meetings with appropriate county departments to access the volume and types of material.
 - (b) Recommendation report will be made and presented to the county administrator.
- (3) *Adoption of safe storage policy.*
 - (a) County staff will make recommendations as to appropriate protection and storage procedures.
 - (b) Recommendation report will be made and presented to the county administrator.

Sec. 22-114. - Disaster emergency refuse collection and disposal policies and procedures.

- (1) *Objectives.*
 - (a) Timely and effective refuse removal and disposal are critical factors in enabling quicker cleanup and rebuilding.
 - (b) Refuse removal and disposal are also health and safety issues.
- (2) *Procedures.* The director of public works shall be responsible for managing the removal from public rights-of-way debris and rubble, trees, damaged or destroyed cars, trailers, equipment, and other private property, without notice to owners, provided that in the opinion of the director of public works such action is reasonably justifiable for protection of life and property, provision of emergency evacuation, assurance of firefighting or ambulance access, mitigation of otherwise hazardous conditions, or restoration of public infrastructure. The director of public works shall also have the authority to secure emergency waivers of environmental regulations from state and federal authorities and to call upon outside support from such agencies for debris clearance, hazardous materials spills, and restoration of ground access. Debris clearance shall be conducted by pre-selected contractors. Other debris clearance regulations and procedures can be found in the Beaufort County Debris Management Plan.
- (3) *Identification of areas suitable for refuse, reduction and disposal.*
 - (a) The county shall designate suitable refuse reduction and disposal sites throughout the county prior to an event to facilitate emergency response. Sites will be recommended and evaluated by county staff for recommendation to the county administrator.

Sec. 22-115. - Recovery and reconstruction strategy.

At the earliest practicable time following the declaration of local emergency in a major disaster, the director and the recovery task force shall prepare a strategic program for recovery and reconstruction based on the pre-disaster plan and its policies.

- (1) *Functions.* To be known as the recovery strategy, the proposed strategic program shall identify and prioritize major actions contemplated or under way regarding such essential functions as business resumption, economic reinvestment, industrial recovery, housing replacement, infrastructure restoration, and potential sources of financing to support these functions.
- (2) *Review.* The recovery strategy shall be forwarded to the Beaufort County Council for review and approval following consultation with other governmental agencies and business and citizen representatives. The recovery strategy shall provide detailed information regarding proposed and ongoing implementation of initiatives necessary to the expeditious fulfillment of critical priorities and will identify amendment of any other plans, codes, or ordinances that might otherwise contradict or block strategic action. The director shall periodically report to the Beaufort County Council regarding progress toward implementation of the recovery strategy, together with any adjustments that may be called for by changing circumstances and conditions.

Sec. 22-116. - Penalties for offenses.

Any person, firm, company or corporation who fails to comply with this article, or the emergency measures made effective pursuant to this article, is guilty of a misdemeanor of the second degree, and upon conviction for such offense, may be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days in the Beaufort County Jail, or both, in the discretion of the court hearing the case. Each day of continued noncompliance or violation will constitute a separate offense.

In addition, any construction licensee of Beaufort County or the State of South Carolina who violates any provision of this article or the emergency measures which are effective as a result of this article may be charged with a violation and the matter will be heard before the appropriate board, in a state administrative proceeding or a court of law.

Nothing contained in this section prevents Beaufort County from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any failure to comply with, or violation of, this article or the emergency measures which may be made effective according to this article. Other lawful action will include, but is not limited to, an equitable action for injunctive relief or an action at law for damages.

Sec. 22-117. - Severability.

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions that can be implemented without the invalid provision and, to this end the provisions of this article are declared to be severable.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE conveying real property (right of way) from Beaufort County to SCDOT - For the widening of SC HWY 170

Council Committee:

Public Facilities

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Rob McFee

Issues for Consideration:

none

Points to Consider:

none

Funding & Liability Factors:

2006 approved Transportation Sales and Use tax referendum. Need to convey to SCDOT to reduce liability to county.

Council Options:

convey the land or not to convey the land.

Recommendation:

Convey the land to SCDOT

ORDINANCE NO. 2019 / _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY WIDENING OF SC HIGHWAY 170

WHEREAS, in 2006, Beaufort County voters approved an ordinance authorizing the imposition of a Transportation Sales and Use Tax to finance transportation-related projects in Beaufort County; and

WHEREAS, the Transportation Sales and Use Tax funds were used for the acquisition of certain real property; and

WHEREAS, Beaufort County now owns certain real properties along SC Route 170 from Highway 46 to US Highway 278 that were obtained with funds from the 2006 Transportation Sales and Use Tax; and

WHEREAS, the area the County now wishes to convey to South Carolina Department of Transportation (SCDOT) is generally demonstrated on the attached **Exhibit A** and more particularly described in the quit claim deed formally granting the real properties to the SCDOT; and

WHEREAS, Beaufort County believes that it is in the best interests of its citizens to forever relinquish any claim of right it may have over the properties along SC Route 170 from Highway 46 to US Highway 278 and convey these lands to the SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby authorize the County Administrator to execute the necessary documents to convey to the South Carolina Department of Transportation the properties along SC Route 170 from Highway 46 to US Highway 278 as shown on the attached **Exhibit A** and more particularly described in the attached quit claim deed.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

INDEX OF SHEETS

NO.	DESCRIPTION	QTY.
1	TITLE SHEET	1
1A	R/W TITLE SHEET (FOR SIGNATURES ONLY)	1
2	SUMMARY OF ESTIMATED QUANTITIES	1
2A	MOVING, REMOVING, & DISPOSAL ITEMS	1
3-3H	TYPICAL SECTIONS AND MISCELLANEOUS DETAILS	9
4-4B	RIGHT-OF-WAY DATA SHEETS	3
4C-4K	PROPERTY STRIP MAP	9
5	GENERAL CONSTRUCTION NOTES	1
5A-5E	REFERENCE DATA SHEETS	5
6-25	PLAN & PROFILE SHEETS	20
26-43N	DRAINAGE/EROSION SHEETS	32
EC1	EROSION CONTROL PLANS	1
44-75	CURB PROFILES	32
TC1-TC45	TRAFFIC CONTROL SHEETS	45
T1-T10	TREE PRESERVATION PLAN	10
PM1-PM10	PAVEMENT MARKING SHEETS	10
SN1-SN10	SIGNING PLANS	10
TS1-TS2	TRAFFIC SIGNAL PLANS	2
S1-S4	ROADWAY STRUCTURE PLANS	4
U1-U21	UTILITY PLAN SHEETS	22
X1-X120	CROSS SECTION SHEETS (SC170)	120
TOTAL		339

BEAUFORT COUNTY



PLAN AND PROFILE OF PROPOSED STATE HIGHWAY WIDENING OF SC 170 FROM SC 46 TO US 278 WEST BOUND RAMP BEAUFORT & JASPER COUNTIES

FILE NO: 07.036938A



SOUTH CAROLINA ROUTE 170-FILE 07.036938A
STA 0+59.27 TO STA 240+60.00
SEE PLAN SHEETS 6 THRU 25

LOCATION MAP
N.T.S.

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

CALL 811



LAYOUT
SCALE = N.T.S.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

County-Graves Barn Site Lease Agreement

Council Committee:

Public Facilities

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Department Director

Issues for Consideration:

A lease agreement and ordinance for 2.9 acres of the County-owned Okatie River Park.

Points to Consider:

1) A barn/house are located on the County-owned park property and are currently being occupied by a Graves family member. 2) No lease agreement is currently in effect. 3) The County has approved a Development Agreement with Robert Graves, which states said family member may occupy the building until such time as construction for park improvements begin.

Funding & Liability Factors:

1) The leasee provides \$1 per year to the County and will maintain the identified property in Exhibit A. 2) This funding will be deposited in the Passive Parks operating/maintenance account (#45020001).

Council Options:

1) Approve the lease agreement to be heard by County Council. 2) Suggest edits to the lease agreement prior to hearing by County Council. 3) Do not approve the lease agreement.

Recommendation:

Approve the lease agreement to be heard by County Council.

ORDINANCE 2019 _____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO LEASE A PORTION OF THE OKATIE RIVER PARK PROPERTY COMMONLY KNOWN AS THE BARN SITE.

WHEREAS, Beaufort County is the owner of Parcel Number R603 021 000 004A 0000 and also known as the Okatie River Park; and

WHEREAS, a portion of the above referenced parcel includes a 2.9 acre portion with a barn commonly referred to as the Barn Site; and

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 8th day of January, 2014, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R603 021 000 004A 0000 from Robert L. Graves, Sr., and;

WHEREAS, Beaufort County and Robert L. Graves, Sr. entered into a Development Agreement approved by County Council on December 10, 2018, and;

WHEREAS, as part of the consideration of the above referenced Development Agreement, the parties agreed that a portion of the purchased parcel of land would be leased back to Robert L. Graves, Sr. until the County commences construction of the Okatie River Park, and;

WHEREAS, in consideration of leasing the Barn Site back to Robert L. Graves, Sr., he has agreed to continue to maintain the Okatie River Park site by providing regular mowing; and

WHEREAS, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Barn to Robert L. Graves, Sr. until such time as improvements to the Okatie River Park begin.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a 2.9 acre portion of the Okatie River Park, Parcel Number 603 021 000 004A 0000, the portion known as the Barn Site.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, Interim County Administrator/County Attorney

ATTEST:

Connie Schroyer, Clerk to Council

Chronology

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

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 8th day of January, 2014, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R603 021 000 004A 0000 from Robert L. Graves, Sr., and;

WHEREAS, Beaufort County and Robert L. Graves, Sr. entered into a Development Agreement approved by County Council on December 10, 2018, and;

WHEREAS, as part of the consideration of the above referenced Development Agreement, the parties agreed that a portion of the purchased parcel of land would be leased back to Robert L. Graves, Sr. until the County commences construction of the Okatie River Park, and;

WHEREAS, the parties hereto are desirous of memorializing the Lease Agreement and to agree to the terms as set forth below.

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (hereinafter referred to as "Lease") is made and entered into on this ____ day of _____, 2019, between Beaufort County, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and Robert L. Graves, Sr., hereinafter referred to as "Tenant" and having a mailing address of P.O. Box 5818, Hilton Head Island, SC 29938.

Whereas Landlord leases to Tenant the following described premises:

DESCRIPTION OF LEASED PREMISES

Property Description attached hereto as "Exhibit A", which is a 2.9 acre portion (including a barn) of Parcel R603 021 000 004A 0000.

TERM

The term of this Lease shall commence on the __ day of _____, 2019 and terminate upon ninety (90) days written notice from either party.

RENT

Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per year, in exchange for considerations and obligations as outlined heretofore.

HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES

Tenant shall be responsible for arranging for and paying all utility services required on the premises.

COMPLIANCE WITH LAWS

Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

CONDITION OF THE LEASED PREMISES

Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

USE OF PREMISES

The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and presentation of the demised premises, during the term of this Agreement.

TENANTS OBLIGATIONS

Except as may result from and/or being prevented by force majeure, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
2. Keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean.
3. Dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner.

4. Keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Tenant's permission or who is allowed access to the premises by the Tenant.
7. Conduct her/himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises.
8. Dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord.
9. Comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520.
10. Keep and maintain the land surrounding the premises owned by Beaufort County, specifically the lawn and landscaping between the house/barn, stormwater pond, and fence/gate, in the same condition that exists at the time of the signing of this Lease including, but not limited to mowing, debris removal, bush hogging, etc.

QUIET ENJOYMENT/ PERMITTED OCCUPANTS

Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

MAINTENANCE AND REPAIRS

Tenant will, at her/his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted.

If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

ALTERATIONS AND IMPROVEMENTS

Tenant shall have the option and the right, at her/his expense, to improve the decor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

LOCKS

Tenant agrees not to change any locks on any door, mailbox, gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

LOCKOUT

If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

ASSIGNMENT AND SUBLETTING

Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a

consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Lease.

RIGHT OF INSPECTION

Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

INSURANCE

Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Tenant's negligence.

INDEMNIFICATION

Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the demised premises.

HOLDOVER BY TENANT

Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

NOTICE OF INTENT TO VACATE

This paragraph applies only when this Lease is or has become a month-to-month Agreement. Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

SURRENDER OF PREMISES

At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

DEFAULT

In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

ABANDONMENT

If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

TERMINATION

Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in the Terms section above, upon thirty (30) days' notice from Landlord to Tenant or upon the occurrence of any default event.

BINDING EFFECT

This Lease is to be construed as a South Carolina lease; is to take effect on the aforementioned date; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

SEVERABILITY

If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

NOTICES

All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's

address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

WITNESSES

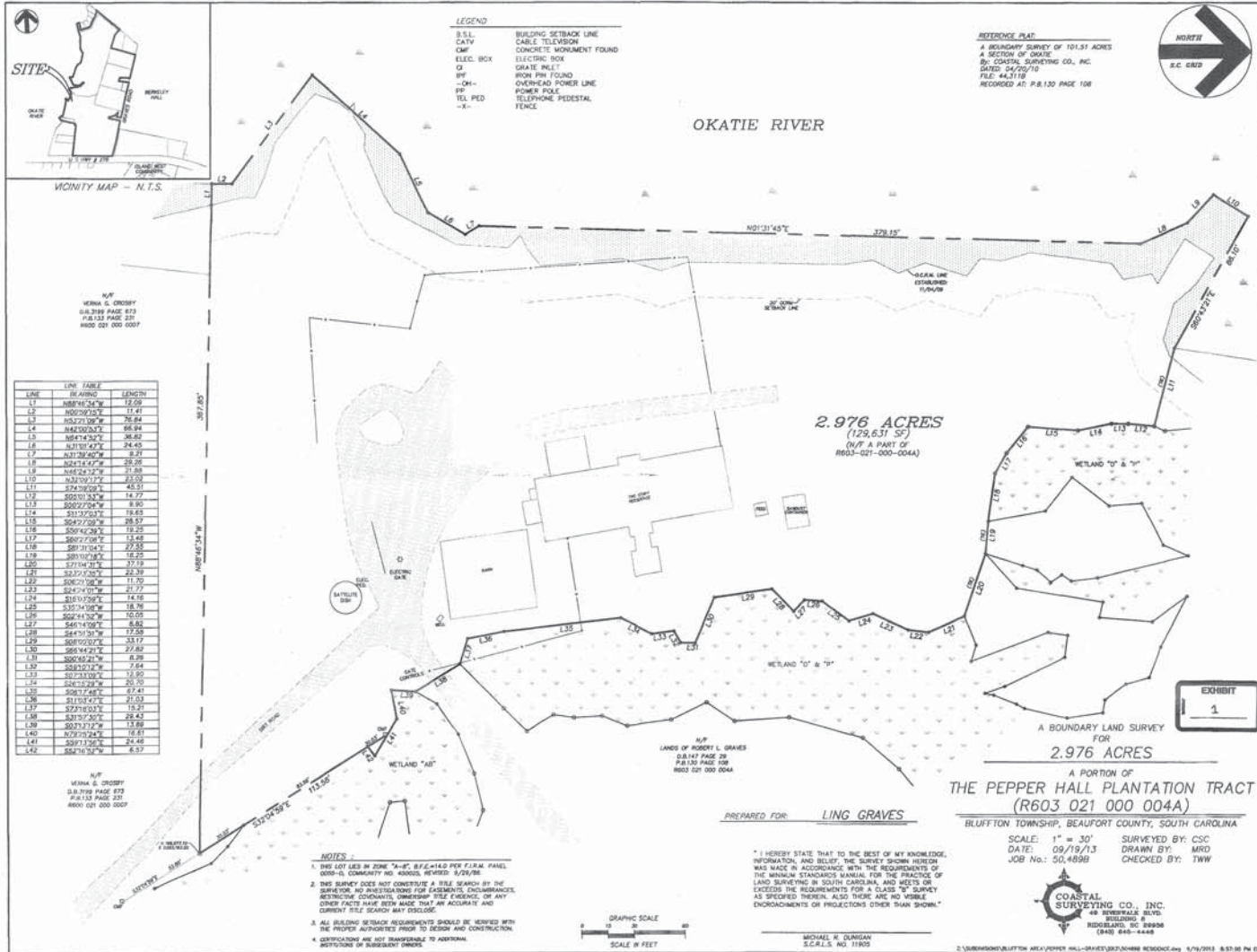
LANDLORD

John Weaver, Beaufort County
Interim County Administrator

TENANT

Name: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth in Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



NEIGHBORHOOD MAP - N.T.S.

LINE	BEARING	LENGTH
L1	N88°46'34"W	12.09
L2	N00°09'32"E	11.41
L3	S53°21'00"W	76.84
L4	N42°00'27"E	86.84
L5	S84°18'20"E	38.43
L6	N13°01'42"E	24.43
L7	N31°29'40"W	8.20
L8	N84°14'47"W	22.25
L9	N45°24'37"W	21.80
L10	N33°19'17"E	22.02
L11	S74°18'22"E	45.31
L12	N00°09'32"E	14.27
L13	S00°07'04"W	8.90
L14	S11°37'03"E	18.43
L15	S04°17'20"W	28.57
L16	S09°42'28"E	12.25
L17	S09°17'08"E	24.48
L18	S09°10'24"E	27.58
L19	S09°10'24"E	18.25
L20	S77°18'17"E	37.19
L21	S23°17'52"E	22.39
L22	S08°01'08"E	11.20
L23	S24°14'01"W	21.77
L24	S18°17'32"E	14.16
L25	S35°14'08"W	18.26
L26	S04°41'32"W	10.05
L27	S41°14'08"E	8.80
L28	S44°31'30"W	17.58
L29	S08°02'07"E	23.17
L30	S06°49'21"E	27.86
L31	S00°40'21"W	8.29
L32	S02°03'17"E	7.64
L33	S07°33'08"E	12.80
L34	S06°10'28"E	20.20
L35	S08°14'48"E	17.41
L36	S11°04'47"E	21.03
L37	S23°19'03"E	19.41
L38	S31°07'30"E	28.43
L39	S07°17'17"E	13.88
L40	N79°29'24"E	18.81
L41	S07°13'26"E	24.40
L42	S54°19'32"W	8.57

N.P.
VERNA C. CROSSY
S.B. 2108 PAGE 872
P.B. 133 PAGE 221
R603 021 000 0007

- NOTES**
1. THIS LOT LIES IN ZONE "A-B", 8-FEET-1/4 PER F.I.R.M. PANEL 0009-B, COMMUNITY NO. 4000, REVISED 3/28/98.
 2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, COVENANTS, CONVEYANCE FILE ENTRIES, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. ALL BUILDING SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION.
 4. ENCUMBRANCES ARE NOT TRANSFERABLE TO ANY OTHER METHODS OF SUBSEQUENT OWNERS.



- LEGEND**
- B.S.L. BUILDING SETBACK LINE
 - CATV CABLE TELEVISION
 - CMF CONCRETE MONUMENT FOUND
 - ELEC. BOX ELECTRIC BOX
 - G GRATE INLET
 - HPF IRON PIN FOUND
 - OH- OVERHEAD POWER LINE
 - PO POWER POLE
 - TEL. PED TELEPHONE PEDESTAL
 - X- FENCE

REFERENCE PLAT
A BOUNDARY SURVEY OF 101.51 ACRES
A SECTION OF OKATIE
BY COASTAL SURVEYING CO., INC.
DATED: 04/29/10
P.L.C. 44,2118
RECORDED AT: P.B.130 PAGE 108



OKATIE RIVER

2.976 ACRES
(129,631 SQ)
(N/P A PART OF
R603-021-000-004A)

2.976 ACRES

A PORTION OF
THE PEPPER HALL PLANTATION TRACT
(R603 021 000 004A)

BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'
DATE: 09/19/13
JOB No.: 50,489B

SURVEYED BY: CSC
DRAWN BY: MRD
CHECKED BY: TWW



PREPARED FOR: LING GRAVES

* I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

2. VERIFICATION OF BLUFFTON AREA PEPPER HALL PLANTATION SURVEY RECORD NO. 476/2013 & 52/05 PM 011



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Passive Park Facility Rental Policy

Council Committee:

Public Facilities

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

Review the draft passive park facility rental policy and provide feedback and/or recommendation to full Council for adoption.

Points to Consider:

Passive park properties are under the Community Development Department purview. There is currently no CDD policy for the rental of passive park property, structures, or rooms. As passive parks are developed, there is a need to generate revenue for maintenance and operations. Additional properties will be added to the policy over time as they become available to the public.

Funding & Liability Factors:

This policy will provide a revenue generating opportunity for the maintenance and operations of passive parks.

Council Options:

1) Adopt the policy as written; 2) Adopt the policy with recommended edits; 3) Do not adopt the policy

Recommendation:

Recommend the policy as written to County Council for adoption as a Resolution.

RESOLUTION 2019/___

A RESOLUTION TO ADOPT THE PASSIVE PARKS FACILITY RENTAL POLICY

WHEREAS Beaufort County has acquired over 13,000 acres of fee-simple properties with Rural and Critical Land Preservation funding, and anticipates acquiring additional fee-simple properties with Land Preservation funding, and;

WHEREAS Beaufort County foresees the development of many of the Rural and Critical properties into passive parks for the public's use and enjoyment, and;

WHEREAS Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens, and;

WHEREAS Beaufort County desires the Passive Park Program to be sustainable and generate revenue for maintenance and operations of the passive park properties, and;

WHEREAS Beaufort County desires to provide the rental of passive park property, structures, buildings, rooms, and other appropriate amenities to the public, and;

WHEREAS Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA adopts the Passive Park Facility Rental Policy and directs the County Administrator, or his/her designee, to approve any future revisions to the Policy.

Adopted this ___ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council



Beaufort County Community Development Department

Passive Parks Facility Rental Policy

Applicability

This facility rental policy applies to all **buildings, structures, pavilions, and passive park property** owned by Beaufort County as listed herein, and will be updated as new facilities become available. All rental requests for meetings, conferences, gatherings, or events on passive park properties are subject to this policy and its associated Exhibits. Any questions can be directed to the County's Community Development Department at (843) 255-2140.

Eligible Applicants

Nonprofit, non-political organizations and associations, or government entities and departments, may apply to use Beaufort County Passive Park facilities. Verification of nonprofit status will be required at the time of application submittal. Depending on the event details and facility requested, the application and/or rental fees **may** be waived by the County's Passive Parks Manager. If the rental fee is waived, in the event of damage, the Applicant will be responsible for costs associated with replacement, repair, and/or cleaning of the facility.

Individuals and for-profit, non-political organizations and associations may also apply to use Beaufort County Passive Park facilities and will be subject to the application and rental fees as described herein.

Applicants wishing to use a passive park facility on a reoccurring basis may request to do so at a maximum of once a month per calendar year (January 1 – December 31), subject to availability, and will be required to provide a meeting schedule with their application.

Application Process

The passive park facility rental process begins with the submittal of a completed Facility Rental Application (Exhibit A) to the County Community Development Department's Passive Parks Manager. Receipt of an application should in no way be construed as final approval or confirmation of the request. The Passive Parks Manager will contact the Applicant upon receiving the application and thereafter will serve as the primary point of contact. Applicants are responsible to contact all affected County departments and/or public agencies with regard to related permits or licenses that may be required for the requested event. Please carefully review this policy and the application for contacts needed based on the type of requested event.

Applications will be approved on a first-come, first-serve basis and are required to be submitted **at least thirty (30) working days prior** to the date of the event. If applicable to the requested event, all required documents (i.e. certificate of insurance, secondary permits, etc.) **must** be submitted at the same time as the facility rental payment.

Payment and Cancellation

A **\$20.00** non-refundable processing fee will be required for all submitted applications. The Passive Parks Manager will provide an email notice to the Applicant of approval, or not, **fifteen (15) working days prior** to the date of the event.

The facility rental payment must be received **ten (10) working days prior** to the date of the event. Cash, check, or credit card in the form of Master Card, Visa, or Discover Card is accepted. A fee of 2.5% will be applied to all credit card transactions.

Any and all cancellations and/or event changes must be in writing, signed by the same person who signed the application and paid the rental fee, and must be given to the Passive Parks Manager no less than **five (5) working days prior** to the event date. Refund of the rental fee, less a 25% service charge, will be made to the Applicant if notice is provided within the allocated time frame. Refunds are by check from the Beaufort County Finance Department and will be delivered by mail within 3 weeks. **No refunds will be issued up to five (5) working days before the event date.** The County reserves the right to deny any use or Facility Rental Application. Rental approval will be revoked by the Passive Parks Manager in the case of facilities abuse.

Facility Conditions

Beaufort County provides limited internet and audio-visual equipment, as described in the facility descriptions. Applicants will need to provide their own electronic and/or audio-visual requirements if not otherwise provided as described.

Beaufort County does not provide amenities such as portable restrooms, hand washing stations, sound systems, tents, canopies, chairs, tables, or other equipment not previously disclosed in the facilities descriptions. Applicants are responsible for providing all amenities necessary for the requested event. All anchoring and signage must be accomplished with weights (i.e. sandbags, concrete/water filled barrels, etc.). Ground disturbance, fastening, or attaching to any tree, shrub, or park feature is strictly prohibited.

Food and beverages are allowed in all of the passive park facilities. Beaufort County does **not** provide any food and beverage service. If food and beverages will be catered or provided by the Applicant, all leftover food, beverages, and serving implements must be removed from the premises and disposed of by the Applicant. Tablecloths must be used if Applicant plans on serving food on County provided furniture. Alcohol **may** be allowed on passive park properties by permit only and must follow the compliance requirements detailed in Exhibit B.

Beaufort County recommends one (1) portable toilet for every 250 people who attends the whole, or portion of, an Applicant's event. Ten percent (10%) of provided toilets should be ADA accessible. This figure is based upon the maximum number of attendees at your event during **peak** time. Portable sinks will be required at portable toilet locations if the event has four (4) or more food vendors and/or at a

sink to toilet ratio of 1:10. Beaufort County may determine the total number of required toilets and sinks on a case-by-case basis.

Applicants may be required to contract with the Beaufort County Sheriff's Office, or a private security firm, to provide security to insure public safety. Security deputies should be graduates of the South Carolina Law Enforcement Academy, have a working knowledge of Beaufort County Sheriff Department procedures, and be approved by the Chief Deputy. Contact the Beaufort County Sheriff's Office for special event information and charges at (843) 255-3200. Private security firms must be South Carolina Law Enforcement Division (SLED) certified.

Applicants are responsible for the set-up, clean up, and reset of the facility within their requested time frame. The end time designated on the application is when all event attendees must leave the premises, and all clean up and reset must be completed by the Applicant, as facilities may be rented back-to-back. Applicants must place all trash in designated receptacles; clean up all food, beverages, serving implements, and supplies; and reconfigure the facility to its original condition before leaving the premises. The cost of any employee time incurred because of an Applicant's failure to clean and/or reset the facility following the event will be borne by the Applicant.

The County's passive park facilities are smoke-free environments and the use of illegal substances is strictly prohibited at any passive park facility.

Facility Descriptions and Rental Fees

The following County Passive Park facilities are available for rental:

- **Crystal Lake Park**
 - Location: 124 Lady's Island Dr., Lady's Island
 - Type: Interior standard conference room
 - Configuration: 20 chairs, six 5' tables, and one 4'x2' media table
 - Max Capacity: 20
 - A/V Equipment: 60" Smart TV connected to 2 HDMI cords; conference phone; wireless internet
 - Hours of Availability:
 - Monday through Friday: 8:00am-5:00pm
 - Saturday: 9:00am-2:00pm
 - Fees: \$50.00 (up to 4 hours)
\$100.00 (4-8 hours)

Insurance and Liability

Applicants requesting to serve alcohol, food, or entertainment are all required to provide Liability Insurance coverage. Where required, the Applicant, or, if applicable, the organization hosting the event, must maintain insurance in the amount of \$1,000,000 General Liability (for food and entertainment requests) and \$1,000,000 Liquor Liability (for alcohol requests) to cover the entire duration of the event. The Applicant must submit to the Passive Park Manager a Certificate of Insurance verifying the required

coverage and specifically identifying “Beaufort County” as an **Additional Insured**. Beaufort County does not sell insurance. This type of insurance policy can be acquired from most private insurance carriers. The insurance certificate must be submitted **at the same time** as the facility rental payment is provided.

Ethical Standards

The County presumes that all Applicants hosting events at County passive park facilities will uphold high ethical standards without regard to race, color, religion, sex, sexual orientation, age, national origin, and/or disability. Passive park facilities will not be approved for rental by any group that advocates unconstitutional or illegal acts, or whose activities may be contrary to the best interests of the County. No use shall be allowed for an event that presents obvious danger to the safety of persons and property.

Hold Harmless Clause

Applicant/Organization hereby assumes all risks incident to or in connection with the permitted event and shall be solely responsible for damage or injury of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted event or the conduct of Applicant’s/Organization’s operation. Applicant/Organization hereby expressly agrees to defend and to save the County harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted event or conduct of its operation or resulting from the negligence or intentional acts or omissions of Applicant/Organization or its officers, agents, and employees.

Exhibit A

Facility Rental Application

Fully complete the entire application and submit 30 working days prior to the event date via mail or hand delivery, with the \$20.00 processing fee, to the Beaufort County Community Development Department at:

Beaufort County Administration Building
Community Development Department
Facility Rental Application
c/o Passive Parks Manager
100 Ribaut Road, Room 115
Beaufort, SC 29901-1228

Permit# _____



Approval Date _____

BEAUFORT COUNTY

FACILITY RENTAL APPLICATION

APPLICANT INFORMATION		
Applicant/Contact Name:		
Organization Name:		
Street Address:		
City/State/Zip:		
Phone Number:		
Email Address:		
EVENT INFORMATION		
Event Name:		
Purpose of Event:		
Primary Event Activities:		
Event Date(s):		
Start Time:	End Time:	Total Time:
Set-Up Begins:	Clean-Up Ends:	
Estimated Attendance:		
Charge of Admittance:		
Private or Public Event:		
Facility Requested:		
Non-profit Organization Fee Waiver Requested: _____ Yes / _____ No <i>If "Yes", non-profit status documentation is required with application.</i>		

<p>Will tents be used for this event? _____ Yes / _____ No If "Yes", how many and what size:</p>
<p>Will any signs or banners be hung for this event? _____ Yes / _____ No If "Yes", how many and what size:</p>
<p>Will there be any musical entertainment for this event? _____ Yes / _____ No If "Yes", describe type of music and band needs:</p> <p><i>If approved, Applicant understands Law Enforcement may order musical entertainment to cease if determined it may incite a crowd to become unruly and risk injury.</i></p>
<p>Will amplified sound be used for this event? _____ Yes / _____ No <i>If "Yes", Applicant understands amplified sound can only be conducted during the hours of 8:00 a.m. to 10:00 p.m. If approved, this application is not a "noise permit". Law Enforcement may determine that noise during an approved event is offensive to others and may require Applicant to stop the noise.</i></p>
<p>Will portable toilets be used for this event? _____ Yes / _____ No If "Yes", how many and what company (name and telephone number):</p>
<p>Will vendors be included for this event? _____ Yes / _____ No <i>A "vendor" is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise, or services. If "Yes", contact the Beaufort County Business License Department at (843) 255-2270 for a Vendor Permit.</i></p>
<p>If the event will have food vendors, select all that apply: _____ Served / _____ Sold / _____ Catered / _____ Prepared Outdoors <i>For any food preparation or service, Applicant must contact the Department of Health and Environmental Control at (843) 522-9097 for approval. Applicant is responsible for arranging health inspections and providing a plan for clean-up and grease removal. Fire Code requires a fire extinguisher at each cooking location.</i></p>
<p>Will beverages be served or sold at this event? _____ Yes / _____ No</p>
<p>Will alcoholic beverages be served? _____ Yes (<i>Exhibit B applies</i>) / _____ No</p>
<p>Will alcoholic beverages be sold? _____ Yes (<i>SC ABCA permit required</i>) / _____ No</p>
<p>What type of alcohol will be served? _____ Beer / _____ Wine / _____ Liquor</p>
<p>Who will be serving the alcohol?</p>

What are the times alcohol will be served?
What locations within the event site will alcohol be served?
Have you applied for a South Carolina temporary ABCA Permit (State Statute 61-4-550)? <input type="checkbox"/> Yes / <input type="checkbox"/> No
Will any upright tanks (i.e. helium, propane, etc.) be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>If "Yes", all tanks must be secured in a manner to prevent being knocked over and all tanks not being used will be capped/closed appropriately.</i>
Will any portable heaters be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No
Will any deep fryers be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No
Will any lasers, torches, fireworks, or candles be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>If "Yes", an application must be submitted to the jurisdictional Fire Department for a County and State Fireworks permit at least 30 days prior to the event.</i>
Will generators or electrical service be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>If "Yes", restrictions may apply and generators cannot be refueled within the event site during event operating hours.</i>
Will security be provided at this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <u>If "Yes", select all that apply:</u> <input type="checkbox"/> Alcohol Security / <input type="checkbox"/> Event Area Security / <input type="checkbox"/> Overnight Security <input type="checkbox"/> Stage Security / <input type="checkbox"/> Gate Security / <input type="checkbox"/> Money Handling Security <input type="checkbox"/> Other: _____ <u>If "Yes", list dates and times security will be on site:</u> _____
On a separate sheet, provide a site plan map sketch of the entire event venue, including all event amenities requested (i.e. tents, signs, music stages, toilets/sinks, vendors, alcohol service, first aid station, garbage receptacles, barricades, generators, security, etc.).

I hereby stipulate that I have read and understand all the rules and regulations as set forth by the Facility Rental Application, its instructions, and associated Exhibits and the governing body of Beaufort County for the use of the requested facility and will abide by same and understand that if any required chaperones and/or law enforcement personnel are not present the function will be terminated. I also understand that proof of sufficient insurance may be required at the discretion of the County.

Applicant Signature

Date

For Office Use Only			
Staff Approval (Print Name):			
Staff Approval (Signature):			
Processing Fee	Due: \$20.00	Date Paid:	Payment Type:
Rental Fee	Due: \$	Date Paid:	Payment Type:
Final Inspection			
Staff Initials:		Date:	

Damage/No Damage Notes:

Exhibit B

Alcohol Policy Compliance Requirements

If approved, the Facility Rental Application will permit the Applicant/Organization to have and consume alcohol at the named facility provided the following rules, regulations, and conditions are understood and adhered to:

- Approval is only valid on the day requested and only for the hours that the facility is reserved. The County reserves the right to revoke or cancel permit approval for any violation of compliance requirements or abuse of privilege, without rental fee refund.
- The service of alcoholic beverages shall be in compliance with all applicable state and local laws and an approved Facility Rental Application **must** be on site with the event coordinator. The County reserves the right to remove, or have removed, from the facility any person deemed objectionable.
- The facility will be used in a safe manner, with all members of the named Organization complying with all the facility rules and regulations as established by Beaufort County and all applicable laws of the State of South Carolina, including the Alcoholic Beverage Control Act. It shall be the obligation of the Applicant/Organization, and all members of such, to be aware of said rules, regulations, and laws.
- The Alcoholic Beverage Control Act may require the Applicant/Organization to apply to the State of South Carolina for a temporary alcohol permit under certain conditions. It is the Applicant's/Organization's responsibility to determine if a temporary alcohol permit is required under state law. Information on how to receive a temporary alcohol permit can be received from the South Carolina Department of Revenue at (843) 852-3600 or on-line at www.sctax.org.
- Applicant/Organization assumes liability for all damages to County property caused by any member of the event, whether accidental, willful, or the result of carelessness or negligence.
- Applicant/Organization assumes all risk and responsibility for regulating the consumption of alcohol. The Applicant/Organization contact person is responsible for informing all vendors of alcoholic beverage application rules, regulations, and conditions. The County assumes no responsibility for incidents that arise as a result of the consumption of alcoholic beverages.
- Applicant/Organization shall be prepared to provide transportation through a designated driver or commercial taxi/transportation service in the event that there is reason to believe any person has consumed alcoholic beverages in excess of the legal limits and intends to operate a motor vehicle.
- The event may be inspected at any time by County staff or any public authority, including law enforcement, to ensure compliance with all legal requirements. The County reserves the right to require security officers for groups consuming alcohol, the direct cost of which will be the responsibility of the Applicant/Organization.

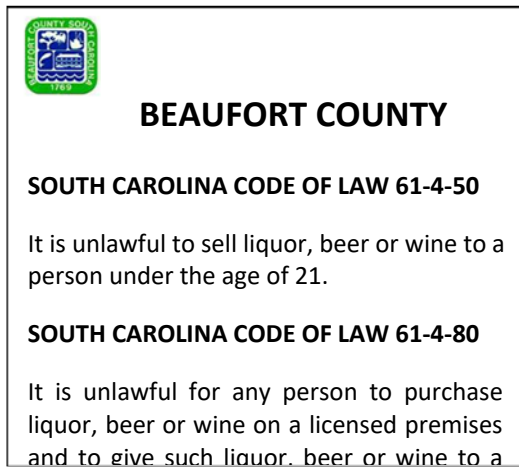
- Alcohol shall be consumed only in the immediate area of the rented facility. Applicant/Organization **must** fence or restrict the event area to prevent participants from leaving the area with alcoholic beverages.
- The serving of alcoholic beverages shall not begin before the designated event start time. There shall be no open containers of alcohol on site before this designated time. All alcohol **must** be removed from the facility by the conclusion of the event.
- Applicant/Organization and all participating vendors **must** discontinue alcohol distribution at a minimum of **15 minutes prior** to the end of the event. All alcohol **must** be cleared from the facility at the end of the event. At no other time may alcohol be present, possessed, served and/or consumed in the public area.
- Serving hours **must** be posted at all serving locations.
- Signs at least 11" x 17" informing participants that alcoholic beverages are prohibited on County streets and sidewalks beyond the boundary of the event permit area **must** be posted.
- Any consumption of alcohol by employees, workers, volunteers, etc. selling the alcohol is strictly prohibited.
- There shall be no glass/plastic bottles or cans served during the event. The contents of any alcohol served or sold in bottles or cans **must** be poured into plastic or paper cups. Alcoholic beverages shall be served in readily identifiable cups distinct from those used for non-alcoholic beverages.
- No more than 2 alcoholic beverages can be sold to a customer at a time. If 2 alcoholic beverages are sold at one time, the vendor **must** ask if the second beverage is going to someone previously ID'd.
- It is a violation to sell liquor, beer, or wine to an intoxicated person (State Code: 61-4-580(A)(2)). Applicant/Organization shall not serve or provide any alcoholic beverages to any person who appears to be intoxicated or to have consumed an excess amount of alcohol.
- It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer, or wine (State Code: 61-4-580(A)(1)). Applicant/Organization shall ensure that no persons under 21 may have access to alcohol and shall require the presentation of valid identification and proof of ownership or retain an independent security agent to comply with this provision.
- Applicant/Organization **must** follow the following Wristband Distribution Guidelines:
 - Applicant/Organization will issue specific colored wristbands to the vendors within the event site and make the Passive Parks Manager aware of the type and color of the wristband used each day for alcohol sales.
 - For multi-day events, a different color wristband will be used each day. Wristband colors must match identically to the wristband distribution log for each day of the event.
 - Anyone 21 years of age or older wishing to consume alcohol at the event on the facility must be wearing the colored wristband assigned to the event on that day in order to be served alcohol.
 - Patrons 21 years of age or older wishing to consume alcohol, must present a valid state ID card or a valid driver's license to receive a valid wristband. Event wristband sellers will be asked to ID the person; however, the final responsibility for abiding the state and local laws lies with the alcohol server.

- All wristbands must be sold by the event Organization and participating vendors at the uniform price of one dollar (\$1.00).
- Identification checking/wristband distribution stations must be available throughout the event site.
- Event patrons who are not wearing a valid colored wristband assigned to the event on that day and who are in possession and/or consuming alcoholic beverages will be charged with a violation.

- The following signs **must** be posted as follows:

At each alcoholic beverage service location:

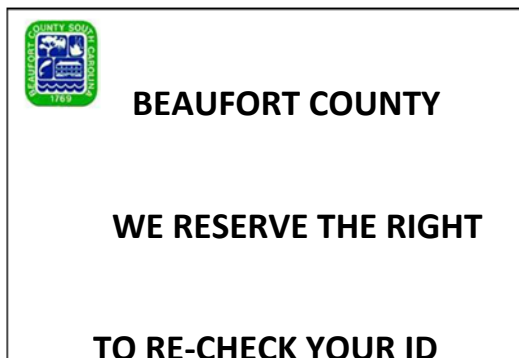
A) SC Must be 21 Sign



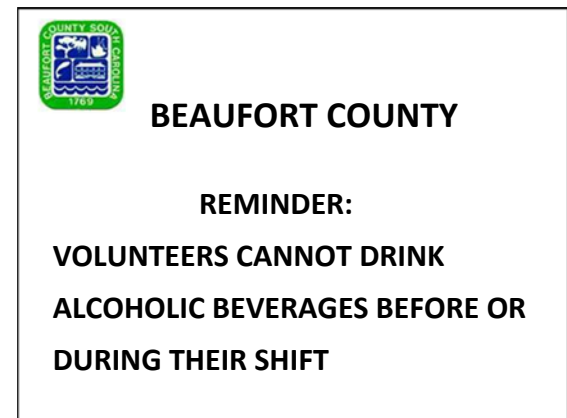
B) Sales Times Sign




C) ID Check Sign



D) Volunteers Sign



E) Wristbands Sign



BEAUFORT COUNTY

WRISTBAND POLICIES

Anyone 21 years of age or older wishing to consume alcohol on public property must wear a County of Beaufort approved wristband.


All individuals consuming alcohol on public property will be required to purchase a wristband for \$1.00 from the event or any participating vendor in the event permit area.

Event patrons who are not wearing a valid wristband, and who are in possession and/or consuming alcoholic beverages, will be charged with a violation of the alcohol policy.

Any consumption of alcohol by employees, workers and volunteers selling alcohol is strictly prohibited

No more than two (2) alcoholic beverages shall be

At each entrance/exit to the event:



BEAUFORT COUNTY

NO

ALCOHOL

ALLOWED

F) No alcohol beyond Sign



BEAUFORT COUNTY

SMOKING,

PETS,

BICYCLES &

SKATING ARE

PROHIBITED

G) Prohibited Sign (*inside buildings*)



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Beaufort County Transportation Committee - Board Appointments

Council Committee:

Public Facilities

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

N/A

Issues for Consideration:

(6) reappointments
(1) vacancy

Points to Consider:

Reappointments: Robert Arundell, Afif Combs, Joe DeVito, Craig Forrest, Kraig Gordon, Mark McCain

Fill 1 vacancy. Applicant list attached.
Appointment must reside in Council District 5.

Funding & Liability Factors:

N/A

Council Options:

N/A

Recommendation:

Make 6 reappointments.
Fill 1 vacancy.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Solid Waste and Recycling Board - Board Appointments

Council Committee:

Public Facilities

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

N/A

Issues for Consideration:

(1) reappointment
(1) vacancy

Points to Consider:

Reappointment: Sally Dennis

Fill 1 vacancy. Applicant list attached.

Appointment must reside in Solid Waste District 9 (Bluffton Township).

Funding & Liability Factors:

N/A

Council Options:

N/A

Recommendation:

Make 1 reappointment.
Fill 1 vacancy.

PUBLIC FACILITIES COMMITTEE MISSION STATEMENT

- The Public Facilities Committee fosters adequate and efficient services for county infrastructure in the areas of facilities, facilities maintenance, engineering, construction, road maintenance, and management of solid waste/recycling. It is also this committee chairman's responsibility to recruit and submit names of candidates for the boards, agencies, commissions and authorities within its auspices.
- Information Technology periodically reviews the use of technology throughout Beaufort County government, including approval of request for proposals and contracts.