

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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COUNTY ADMINISTRATOR

SARAH W. BROCK  
CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE

Tuesday, September 03, 2019

3:30 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  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. **CALL TO ORDER – 3:30 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **INTRODUCTIONS**

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

4. **APPROVAL OF AGENDA**
5. **APPROVAL OF MINUTES** (backup)  
A. June 3, 2019
6. **CITIZEN COMMENTS** (Comments regarding agenda items only)
7. **ACTION ITEMS**

A. **Contract Award / IFB # 072619, Beaufort County Electronic Waste Transportation and Recycling Services to PowerHouse Recycling for \$68,000 – Dave Thomas, Purchasing Director** (backup)

B. **Transportation Impact Fee Credit Request – Eric Greenway, Community Development Director** (backup)

1. David Hornsby
2. Stokes Toyota

C. **MOU between Beaufort County and Bluffton Township Fire Department – Rob McFee, Division Director, Construction, Engineering & Facilities** (backup)



- D. An Ordinance authorizing the sale of real estate owned by Beaufort County known as the Bob Jones Fields – *Thomas J. Keaveny, II, County Attorney* ([backup](#))**
  - E. Resolution approving an impact fee reduction for Beaufort Memorial Hospital – *Thomas J. Keaveny, II, County Attorney* ([backup](#))**
  - F. Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk – *Rob McFee, Division Director, Construction, Engineering & Facilities* ([backup](#))**
  - G. Adoption of the US 278 Corridor Guiding Principles – ([backup](#))**
8. **DISCUSSION**
- A. Beaufort County Unpaved Road Evaluation – *Rob McFee, Division Director, Construction, Engineering & Facilities* ([backup](#))**
9. **ADJOURNMENT**

**MINUTES  
PUBLIC FACILITIES COMMITTEE**

**June 3, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**ATTENDANCE**

Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Joseph Passiment and Mark Lawson

Absent: Michael Covert

Ex-officio: Gerald Dawson, Stewart Rodman, Alice Howard, Lawrence McElynn and Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)

Staff: Eric Greenway, Community Development Director; Thomas J. Keaveny II, County Attorney; Dave Thomas, Purchasing Director; Phil Foot, Assistant County Administrator-Public Safety; David Wilhelm, Director of Public Works; Mark Roseneau, Director, Facilities Management; Rob McFee, ; Ashley Jacobs, County Administrator

Media: Joe Croley, Lowcountry Inside Track

**CALL TO ORDER**

Councilman Flewelling called the meeting to order at 4:00 p.m.

**APPROVAL OF AGENDA**

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Lawson to approve the agenda as presented. The vote: YAYS – Councilwoman Howard, Councilman Flewelling, Councilman Dawson, Councilman McElynn, Councilman Rodman, Councilman Passiment, Councilman Lawson and Councilman Sommerville. The motion passed.

**APPROVAL OF MINUTES**

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Lawson to approve the minutes of April 1<sup>st</sup> and May 6<sup>th</sup> as presented. The vote: YAYS – Councilwoman Howard, Councilman Flewelling, Councilman Dawson, Councilman McElynn, Councilman Rodman, Councilman Passiment, Councilman Lawson and Councilman Sommerville. The motion passed.

## **CITIZEN COMMENTS**

No Citizen Comments

## **INFORMATION ITEMS**

**Item: Update / 278 Corridor Committee** – David Johnson, Chairman of the 278 Corridor Committee

**Discussion:** Councilman McElynn stated this is an update on the 278 Corridor Committee that is operating in the Town of Hilton Head and has to do with construction and traffic congestion from Moss Creek to Squire Pope Road. The Town Council created a committee of 15 people that meet weekly to discuss this issue.

Mr. Johnson explained that any project that uses Federal Funds falls under the National Environmental Policy Act (NEPA) Process, which follows a very formal and detailed assessment and usually takes 2-2.5 years to complete. In addition, studies need to be completed including wetlands, endangered species, cultural issues, historical and archeological sites, social issues, and impacts on neighborhoods including noise. Mr. Johnson stated the next challenges involve coming up with a simple, easily understood way to think about, analyze and convey priorities on the alternatives the DOT gives as well as communicate the alternatives to the Hilton Head and regional communities and receive feedback about their priorities.

Councilman Flewelling asked what efforts Mr. Johnson envisions to make sure everyone's voice is heard and their concerns are addressed.

Mr. Johnson stated they are having a meeting on June 12<sup>th</sup> at Mount Calvary Church to give their thoughts and have community members come to the meeting to be heard. Even if they just replace one span of the corridor, something has to be done for those communities. Mr. Johnson stated Mayor McCann has made it clear that this is the most important issue of his tenure.

Councilman Flewelling asked if the current iterations of those improvements are preserved in the alternatives.

Mr. Johnson stated they did not use the super streets model, but the DOT has been very consistent in saying they will consider existing structures.

Councilman Flewelling stated bridges are iconic and does not want a bland run of the mill bridge and asked for the message to be carried to those asking about aesthetics.

Mr. Johnson stated they have two landscape architects on the committee and they have been asked to lead that effort. SCDOT and the Federal Highway Department will not pay for aesthetics. During an evacuation, keeping some of the old structures could help get people out.

**Status:** For information only.

**Item: Update / Solid Waste and Recycling** – David Wilhelm, Director of Public Works



**Discussion:** Mr. Wilhelm stated they are working through the details of the council priorities given to his department. Mr. Wilhelm stated that the “Restart Strategy” has proven to be a lot of work as it involves a complete analysis of all options but he anticipates being able to present a list of preferred alternatives or options to this committee in the next month or so. As for the task of looking at transfer stations and how they tie into recycling options, cost are currently being explored and a recommendation will be made to this committee upon completion. As for the last task, Enterprise Fund and funding approval, it cannot start until his department knows what they are going to do with the prior mentioned task.

Councilman Flewelling stated recycling options may need to be separated definitively because of potential issues. He also stated the Enterprise Fund option would have to be delayed because the committee won't be able to find an option for the recycling until late December / early January.

Mr. Wilhelm stated the recycling markets right now are very volatile. There are some meetings this week that may help define what the course of action will be.

Councilman Flewelling asked if the funding for the consultant is in their FY 2020 budget.

Mr. Wilhelm confirmed it is in the FY 2020 budget and stated the staff has been going to landfills and material recovery facilities and they will now begin to have discussions with municipal leaders to come up with the best solutions and explore the possibility of a regional approach. Mr. Wilhelm stated the county is going to hire a consultant to evaluate the Convenience Centers regarding misuse, which has been very costly. Another big problem with the Convenience Centers is they are not in compliance with the Stormwater Regulations and it's an estimated cost of \$2 million to improve them.

Councilwoman Howard stated when they meet with the municipalities she hopes they discuss some of the more densely urban areas in the County getting the chance to have curbside pickup.

Mr. Wilhelm stated 3 of the 4 municipalities have curb side collection as part of their fee. They are hoping to find a way to incorporate all the municipalities and unincorporated Beaufort County as well.

**Status:** For information only.

### **ACTION ITEMS**

**Item: Presentation / Beaufort County Unpaved Road Evaluation – Rob McFee, Director Facilities & Construction Engineering**

**Discussion:** Mr. McFee stated 8 months ago Beaufort County hired a consultant to help his team work through the issues of grading dirt roads. About every 5 years Beaufort County evaluates all the dirt roads and his team created a priority matrix with the purpose being to provide consistent, objective data based approach to ranking unpaved roads for the purpose of prioritizing them for paving. Ranking involves looking at the number of dwellings on a road, the cost to maintain the dirt road, the cost to pave the road, the length of time the road has been in county system, and the right of way status of the road. Mr. McFee stated the county enlisted the help of Johnson, Mirmiran & Thompson, Inc. to collect the ranking criteria data on 184 unpaved county roads.

Councilman Dawson asked when year 1 of 5 starts.

Mr. McFee stated that this 5 year plan is being brought forward for the committee to review and approve. Upon approval his team will begin by doing a design/build approach for the contract which shaves a couple months off the time and about 20% overall in cost.

Councilman Glover stated he has an issue with the ranking criteria due to urban areas falling far down on the list and rural areas getting paved.

Councilman Flewelling stated they need to reevaluate how to rank the unpaved roads and the criteria starting for year 2.

Councilman Passiment stated since the 2<sup>nd</sup> day he has been on County Council the residents of Harrison Island Road have been coming to him about how they have been trying to get their road paved for a long time.

Councilman Flewelling asked if the priority list will look to be changed as year 2 approaches.

Mr. McFee answered it will be brought to this committee for updates.

Councilman Rodman asked if the next thing the committee will see from him is a proposed contract.

Mr. McFee stated the proposed contract would be the next step if this is approved.

Councilman Flewelling stated Davis Road and Wright Place are in the municipality of Hilton Head and asked why it is Council's responsibility.

Mr. McFee stated there is currently not a policy in place that addresses this hence the reasoning behind these items being presented before this committee.

Councilman Passiment stated Tom Keaveny and John Weaver have said they should pursue a declaratory judgement giving Council a legal reason to say it will not do something in a municipality.

Councilman Rodman stated when they had the discussion about the Sheriff's budget, they agreed they would take up these kinds of issues with Hilton Head in the 3<sup>rd</sup> quarter. Councilman Rodman asked where this money is coming from.

Mr. McFee stated there are 2 pots of money. CTC funds, which have been traditionally used in the past, and TAG funds. Each contract they put together would run through CTC and this committee.

Councilman Flewelling asked if the municipalities had access to direct CTC and TAG fund money separately from what the County does.

Mr. McFee stated CTC has in the past, consistent with their transportation plan, taken project solicitations from municipalities.

Councilman Flewelling asked if there was any paving.

Mr. McFee stated there was resurfacing in the Town of Hilton Head on Pope Avenue and resurfacing in the City of Beaufort on Joshua Court off of Battery Creek.

Councilman Sommerville asked if the municipality could apply to the CTC on their own to have it done.

Mr. McFee stated yes they could.

Councilman Lawson asked if each year was broken down into about \$3 million dollars for a reason.

Mr. McFee stated it is because of the revenue stream in the past.

Councilman Dawson asked if the CTC receives State funds for the County to do resurfacing of SCDOT secondary roads.

Mr. McFee stated State Law requires CTC to spend 25% of its allotment on the State System. Generally, that has taken the form of resurfacing.

Councilman Rodman asked if they have another path to get money other than the CTC to pave roads out of this State funding.

Mr. McFee stated it is possible they could pursue Community Development block Grant or something like that but as far as other significant pots of money, he does not know of any.

Councilman Flewelling asked what the committee thinks about keeping Davis Road and Wright Place in the 5 year plan even though they are in the municipalities.

Craig Gordon, Chairman of the CTC, stated the inter-transportation plan has a requirement to submit to the SCDOT annually how they are going to operate that year. The transportation plan currently states in January and February, municipalities can submit to them for their consideration to have projects funded through the CTC.

Councilman Dawson stated the committee needs to make a decision and develop policy guidelines for the staff and asked if the CTC would give them guidance for dealing with this situation.

Councilman Flewelling stated he has been hearing ideas from the CTC that it might be time for them to reevaluate paving versus graveling these roads.

Councilman Passiment asked why they own roads in a municipality.

Councilman Sommerville stated to answer the question of why they own roads in a municipality, when annexation takes place they intentionally exclude annexing the road.

**Motion:** It was moved by Councilman Glover, seconded by Councilman Passiment to forward group 1A (Rice Road, Salicornia Drive, Wards Landing Road and George Williams Lane) and group 1B

(Davis Road, Wright Place and Wickecliff Place) to Public Facilities to continue the process. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilman Dawson, Councilman Glover, Councilman Lawson, Councilman Passiment, Councilman Sommerville and Councilwoman Howard. The motion passed.

**Recommendation:** To forward group 1A (Rice Road, Salicornia Drive, Wards Landing Road and George Williams Lane) and group 1B (Davis Road, Wright Place and Wickecliff Place) to Public Facilities to continue the process.

**Item:** **Contract Award / To Sourcewell for New 200KW Cummins Gen Set from Cummins Sales and Service** – Dave Thomas, Purchasing Director

**Discussion:** Mr. Thomas stated Sourcewell supports many local and State government agencies. This is to replace the old 1988 200KW electrical/gas generator which provides backup power to the Sheriff's Office Law Enforcement Center, Emergency Management and the 911 Dispatch Center located at 2001 Duke Street. The cost is \$72,283.57 which includes equipment, delivery, installation, SC sales tax, 5 year or 2,500 hour warranty or in a 3 year service agreement and manuals.

**Motion:** It was moved by Councilman Glover, seconded by Councilman Passiment for Committee to approve the contract award of \$73,283.57 to Cummins Sales and Service, Inc., for one new 200KW Cummins Generator Set. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Passiment, Councilman Lawson and Councilman Glover. Councilman Dawson did not vote. The motion passed.

**Item:** **Discussion / Lease of Bob Jones Property to Holy Trinity** – Thomas J. Keaveny II, County Attorney

**Discussion:** Mr. Keaveny stated this is a piece of property that is the Bob Jones Park ball field and playground and Holy Trinity would like to expand the use of the mobile classrooms because they need some additional space. Mr. Keaveny stated they cover their own insurance and all the costs associated with these leases.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to approve the 12 month lease of the Bob Jones Property to Holy Trinity. The vote: YAYS – Councilman Dawson, Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Passiment, Councilman Lawson and Councilman Glover. The motion passed.

**Recommendation:** Approve the 12 month lease of the Bob Jones Property to Holy Trinity.

**Item:** **Discussion / Possible purchase of Buckwalter Place Land Encroachment, BMH** – Thomas J. Keaveny II, County Attorney

**Discussion:** Mr. Keaveny stated this concerns the purchase of a right of way at the intersection of Buckwalter and Bluffton Parkway. When the roads were constructed, the turn lane was put on property that was not purchased for that purpose. At the end of last year, Beaufort Memorial Hospital purchased that property on the corner to turn it into a facility. It is before the committee today to discuss the

County getting an appraisal of the land that the right of way sits on and offer to purchase it from Beaufort Memorial for the appraised value.

Councilman Flewelling asked Mr. McFee if Road Impact Fees would be correct.

Mr. McFee stated Road Impact Fees or TAG Fees would be appropriate.

Councilman Flewelling asked if there was enough balance to cover this cost.

Mr. McFee confirmed this.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to take the \$32,500 appraised value of the land from the Road Impact Fees to purchase the right of way. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Sommerville, Councilman Passiment, Councilman Lawson and Councilman Glover. Councilman Dawson did not vote. The motion passed.

**Recommendation:** Take the \$32,500 appraised value of the land from the Road Impact Fees and purchase the right of way.

**Item:** Discussion / Consideration of three (3) Lease Agreements – Stefanie M. Nagid, Passive Parks Manager

**Discussion:** Ms. Nagid stated the Lucky Property lease is currently month to month, entered into on December 1, 2005 and approved January 9, 2006. There is a \$650 a month rental fee with a 30 day termination notice. Things to consider are it has been in place for 13+ years with no change in rental fee, house and grounds appear in disrepair from casual exterior observation and property is under MCAS Restrictive Easement with MCAS representatives having filed several noncompliance reports during annual inspections. Staff recommendation is to terminate the lease agreement and include the structures on the passive parks demolition plan which will be brought for consideration at a future committee meeting.

Councilwoman Howard asked if it is used as farming anymore.

Ms. Nagid stated the only thing they noticed were food plots for deer.

Councilman Lawson asked if the house is inhabitable.

Ms. Nagid stated they are inhabiting the house but from the outside it does not seem to be maintained very well.

Councilman Sommerville asked if MCAS complained about the aesthetics.

Ms. Nagid stated they complained because they were in violation of the restrictive easement.

Councilwoman Howard stated there is supposed to be a limited amount of time someone can live there and it has been 13 years now.

Ms. Nagid stated because the lease started before she got here, her understanding of it was someone was living on the property when it was purchased and they were allowed to live there until she passed and then the son or nephew decided to inhabit the building and the lease was signed with Gene Bardo.

Councilman Flewelling asked what Ms. Nagid would do with the property beside remove the structures on it.

Ms. Nagid answered it is a suitable property for passive recreation, trails and is attached to another property the county owns that has deep-water access.

Councilman Glover stated he believes it should be terminated.

Councilman Rodman asked if we signed a lease with this person, do we have the right to terminate it.

Ms. Nagid stated she will have to discuss it further with Chris but the lease says they have to provide a 30 day termination notice that would be sent by the administrator and if they don't vacate, they would have to go through eviction proceedings.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to begin termination proceedings for Lucky Property Lease Agreement and adding this to the Passive Parks Demolition Plan. The vote: YAYS – Councilman Dawson, Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Sommerville, Councilman Passiment, Councilman Lawson and Councilman Glover. The motion passed.

**Recommendation:** To begin termination proceedings for Lucky Property Lease Agreement and add the property to the Passive Parks Demolition Plan.

Ms. Nagid stated the Chechessee Property lease agreement terms are month to month, entered into on July 12, 2013 and does not appear to have been approved by the ordinance process. There is a \$200 a month rental fee and would need a 30 day termination notice. Considerations are 2,400 square foot building and 0.5 acres of grounds, 6 year lease with no change to rental fee and structures and grounds appear to in good condition and maintained. Unsure if still being used as a congregation space or just storage. Staff recommendation is to determine if structure is still used as a place of worship or for storage. If used for storage, terminate lease and include the property structures on the passive parks demolition plan. If used as a place of worship, increase the lease agreement monthly rental rate to \$300 and enter into an ordinance approved 12-month lease with the option for 4 additional 12-month extensions by mutual written agreement.

**Status:** Get more information about the use of the property and come back to the Committee.

Ms. Nagid stated the Olsen Property lease agreement terms are original 3 year lease from December 15, 2016 to December 15, 2019. In 2018 it was extended for an additional 5 years but does not appear to have been approved by the ordinance process. The rental fee is \$1.00 a month with property maintenance provided by tenant. Considerations are Mr. and Mrs. Olsen sublet to a caretaker of unknown identification and the property needs to be inspected to determine if maintenance is being performed. Structures need to be inspected to determine any disrepair, evaluate need to increase monthly rental fee and needs to be passed via ordinance.

Councilman Flewelling stated there is more work to do for this property before they can make a decision. They should inspect the building, see if it is within their rights to ask for a renegotiation on the lease they have including an increase on the fee, whether they can add on to the property or whether they added it inappropriately and needs to be taken down. Within the next 2-3 years, the purpose for that property is to have trails behind the animal shelter.

**Status:** Get more information about the leasing and subleasing of the property and come back to the Committee.

**Item: RFP for Facilities Master Plan** – Dave Thomas, Purchasing Director

**Discussion:** Mr. Thomas stated this is a draft RFQ for a Master Plan that would capture the real estate needs, space needs and capital improvement needs. There are 114 buildings on the list and the study would take about 6-9 months to do. The ballpark estimate that was received from one of the architect firms that did this was about \$250,000.

Ashley Jacobs, County Administrator, stated this would probably be funded in parts.

Councilman Glover stated in light of what is happening, will the firm look at security as well in the study.

Mr. Thomas stated they can ask them to, but they are mainly looking at the heat and air controls, the roofs, condition of the building itself, traffic and landscaping. Safety can be put in the contract.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to forward the RFP to County Council. The vote: YAYS – Councilman Dawson, Councilman Glover, Councilman Lawson, Councilman Passiment, Councilman Sommerville, Councilwoman Howard, Councilman Flewelling and Councilman Rodman. The motion passed.

## **CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS**

**Item: Beaufort County Transportation Committee / (1) vacancy (Luana Graves Sellars)**

**Motion:** It was moved by Councilman Glover, seconded by Councilman Passiment to appoint Luana Graves Sellars to the Beaufort County Transportation Committee. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilwoman Howard, Councilman Sommerville, Councilman Passiment, Councilman Lawson and Councilman Glover. The motion passed.

### **Adjournment**

The meeting adjourned at 6:04 p.m.

Ratified by Committee:



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Contract Award Recommendation for IFB # 072619, Beaufort County Electronic Waste Transportation and Recycling Services

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

#### Issues for Consideration:

Beaufort County issued an Invitation for Bid (IFB) to solicit bids from qualified firms to provide electronic waste transportation and recycling services for the Beaufort County Public Works Department Solid Waste and Recycling Section. Electronics are collected from residents during four (4) advertised County events hosted simultaneously in Beaufort (140 Shanklin Road) and Bluffton (9 Benton Field Road). IFB #072619 was posted through Vendor Registry, the Island Packet, South Carolina Business Opportunities Magazine, and was opened on July 26, 2019.

#### Points to Consider:

The staff evaluation committee reviewed the bids for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel selected PowerHouse Recycling, Inc. as the lowest responsive/responsible company. PowerHouse Recycling provided the lowest responsive/responsible bid-see the attached recommendation memo.

#### Funding & Liability Factors:

Solid Waste and Recycling Account 10001340-51164, with current balance of \$110,000.  
Total estimated cost per year: \$68,000.00

#### Council Options:

Committee approve or disapprove the bid recommendation.

#### Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,000 to PowerHouse Recycling, Inc.





COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Contract Award Recommendation for IFB #072619  
Beaufort County Electronic Waste Transportation and Recycling Services

DATE: August 20, 2019

**BACKGROUND:** Beaufort County issued an Invitation for Bid (IFB) to solicit bids from qualified firms to provide electronic waste transportation and recycling services for the Beaufort County Public Works Department Solid Waste and Recycling Section. Electronics are collected from residents during four (4) advertised County events hosted simultaneously in Beaufort (140 Shanklin Road) and Bluffton (9 Benton Field Road). IFB #072619 was posted through Vendor Registry, the Island Packet, South Carolina Business Opportunities Magazine, and was opened on July 26, 2019.

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

**BIDDER INFORMATION:**

**COST:**

1. PowerHouse Recycling, Inc, Salisbury, NC See the attached pricing sheet  
PowerHouse Recycling, Inc provided a higher revenue stream and lower charges per ton.
2. Strickland Electronic Recycling, North, SC  
Strickland charges an event fee, their revenue stream is lower, and charges are higher per ton.

Total estimated cost per year: \$68,000.00

**FUNDING:** Solid Waste and Recycling Account 10001340-51164, with current balance of \$110,000.

**FOR ACTION:** Public Facilities Committee on September 3, 2019

**RECOMMENDATION:** The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,000 to PowerHouse Recycling, Inc.

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

Attachment: 1.-Pricing Sheet



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Mr. David Hornsby Transportation Impact Fee Credit Request

#### Council Committee:

Public Facilities

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

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

#### Issues for Consideration:

Section 82.88.-Credits (a) of the Beaufort County Code of Ordinances provides that any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP. Section 82.88. -Credits (b) (2) provides that a "Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County." These credits must be approved by the County Council (see attached). In 2016 Mr. Hornsby was notified by the City of Beaufort's Technical Review Committee that his Traffic Impact Analysis for the Phase I construction of Home 2 Suites by Hilton, located at the intersection of Trask Parkway, Parris Island Gateway and County Shed Road, was acceptable so long as he platted " an access easement for the driveway that connects County Shed Road to US21 ..." (See Attached). Mr. Hornsby is requesting that the County authorize an impact fee credit equal to the cost of construction.

#### Points to Consider:

These improvements are not detailed in the Beaufort County CIP, as a system improvement ,as required by Section 82.88 of the Impact Fee Ordinance even though some relief at the Trask Parkway, Parris Island Gateway, and County Shed Road intersections may occur for individuals entering and exiting the site.

The recommendation from A&R Engineering was that off-site improvements not be required "... but that sufficient access from the property be provided to other routes for use during peak hours...". The platted access easement was an apparent solution to achieve this recommendation.

A multi-modal under-pass (tunnel) was required to protect the safe passage of citizens who use the Spanish Moss Trail at a cost of \$747,785.00.

A decel lane on Trask Parkway, at the curb cut for the platted easement, was installed at a cost of \$210,000.

#### Funding & Liability Factors:

The request, if approved, could equal \$957,785 in credits against future transportation impact fee collections for the remaining phases of construction on this site.

#### Council Options:

Approve the Credit in the amount of up to \$957,785.00.

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

#### Recommendation:

Staff recommends denial of the credit request due to the fact that the improvements do not meet the requirements of Section 82.88 (a) which provides for impact fee credits in cases of "...any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP." These improvements are directly related to private development and are not system improvements identified in the CIP.



WILLIAM PROKOP  
City Manager

LIBBY ANDERSON  
Director of Planning  
and Development Services

CITY OF BEAUFORT  
DEPARTMENT OF PLANNING  
AND DEVELOPMENT SERVICES  
1911 BOUNDARY STREET  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7011  
FAX (843) 986-5606  
[www.cityofbeaufort.org](http://www.cityofbeaufort.org)

August 1, 2016

Mr. David Hornsby  
P.O. Box 2324  
Beaufort, SC 29901

**RE: Hotel Development Traffic Impact Analysis**

Dear Mr. Hornsby:

The City of Beaufort Technical Review Committee (TRC) has reviewed the response to the DOT comments regarding the Traffic Impact Analysis (TIA) for the hotel at the corner of Trask Parkway and Parris Island Gateway, dated March 10, 2016. It is the understanding of the TRC that the property will be developed in Phases. Phase 1 is the development of the Home2 by Hilton hotel, which will have one access on US 21 and one access on County Shed Road. The TRC has approved the TIA for Phase 1 with the following conditions:

- An access easement be platted on the driveway that connects County Shed to US 21. This will allow vehicles currently using County Shed Road to avoid the County Shed/Parris Island Gateway intersection and exit directly onto US 21.
- Wayfinding signage shall be approved and installed in the development to help ensure that drivers heading east and west use the US 21 access, not the County Shed access.
- Before any additional development is approved for the site, an updated traffic impact report shall be prepared. The intention is that any mitigation actions needed at the intersection of Parris Island Gateway and County Shed Road be evaluated and approved by the City's Technical Review Committee (as required by our ordinance) in conjunction with County transportation staff and DOT.

Please contact me with any questions. I can be reached at (843) 525-7014, or [lkelly@cityofbeaufort.org](mailto:lkelly@cityofbeaufort.org).

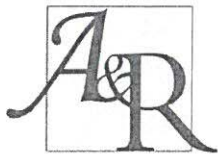
Thank you for your patience and cooperation during the review process.

Sincerely,

Lauren Kelly  
Project Development Planner

cc: Joshua Johnson, DJ Desai





# A&R Engineering Inc.

2160 Kingston Court, Suite O  
 Marietta, GA 30067  
 Tel: (770) 690-9255 Fax: (770) 690-9210  
 www.areng.com

## Memorandum

To: Libby Anderson, Planning Director, City of Beaufort  
 Date: March 10, 2016  
 Subject: Response to Comments Received for the Proposed Hotel Development on US 21 TIS

The purpose of this memorandum is to address comments received from the City of Beaufort Technical Review Committee (TRC). These comments address the Traffic Impact Analysis dated February 2016 submitted by A&R Engineering for the Proposed Hotel Development on US 21 and are as follows:

1. The proposed right-in/right-out access onto Parris Island Gateway shall include a raised concrete median in the right-of-way (ROW) of the road to prevent left turns. Experience with other projects has shown that a concrete island in the driveway is not sufficient to prevent this movement. A physical barrier to prevent left turns is particularly important at this busy intersection. A raised median may be able to be constructed in the Parris Island Gateway ROW without moving curbs, if a multi-purpose path was constructed on the Parkers' property to replace the widened outside curb lanes and the existing sidewalk. It may be possible to partner with SC DOT on this project as part of their work in constructing the right-turn lane on Trask Parkway.
2. Mitigation of the Level of Service (LOS) F condition at the intersection of County Shed Road and Parris Island Gateway must be explored. The stop delay at this intersection is expected to increase from 318 seconds to 602 seconds. Mitigation of this situation is required. There may be several ways to mitigate, or partially mitigate, this condition. The engineer should study several alternatives and provide a recommendation on the feasibility and benefit of each alternative.

A&R Engineering concurs with the first comment to use a raised island to prohibit illegal left turns at the proposed right-in / right-out driveway. In response to the second comment regarding the intersection of County Shed Road at Parris Island Gateway, we would offer the following:

The operations on County Shed Road at Parris Island Gateway are shown to operate with high delays (Level-of-service "F") in the Existing and Future No-Build conditions, prior to added traffic from the proposed development. The side-street approach and mainline left turn delays are shown in Table 1, below.

TABLE 1 — INTERSECTION OPERATIONS FROM TIS

US 21 (Parris Island Gtwy) @ County Shed Rd	Existing 2016			Future No-Build 2025			Future Build 2025		
	AM	MID	PM	AM	MID	PM	AM	MID	PM
-Eastbound Approach	D (33.1)	D (27.7)	F (128.3)	E (48.2)	E (37.2)	F (318.5)	F (64.8)	E (43.7)	F (601.9)
-Westbound Approach	C (20.3)	C (23.2)	F (64.7)	C (24.9)	D (28.9)	F (*)	D (30.1)	D (34.4)	F (*)
-Northbound Left	A (9.0)	A (9.0)	B (10.4)	A (9.3)	A (9.2)	B (11.0)	A (9.5)	A (9.4)	B (11.5)
-Southbound Left	A (8.9)	A (8.5)	A (9.4)	A (9.2)	A (8.7)	A (9.8)	A (9.2)	A (8.8)	A (9.8)

\* Results beyond range

The site is anticipated to add mostly right-out movements at this intersection as it has multiple alternative access points for its traffic. Research has shown the calculated values for TWSC delay in the HCM methodology increases more rapidly than the actual observed control delay once the total intersection approach volume increases above 2,000 vehicles per hour<sup>1,2</sup>. While increased delays would be expected, it is feasible that the addition of 24 right-out movements and 7 left-out movements within an hour would not increase the average wait times by as much as 300 seconds as is indicated in the analysis.

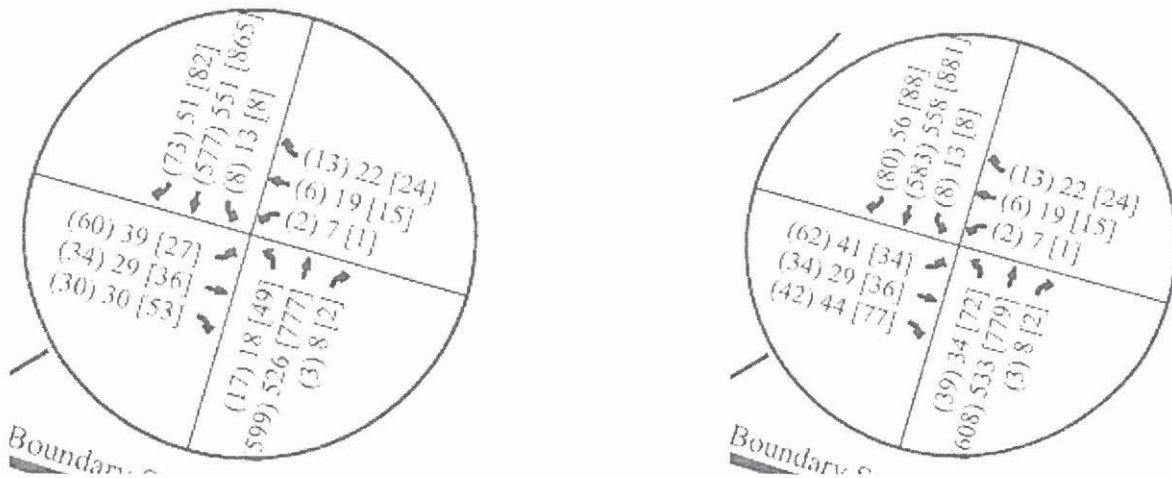


Figure 1 – Future 2025 No-Build Volumes (left) and Future 2025 Build Volumes (right)

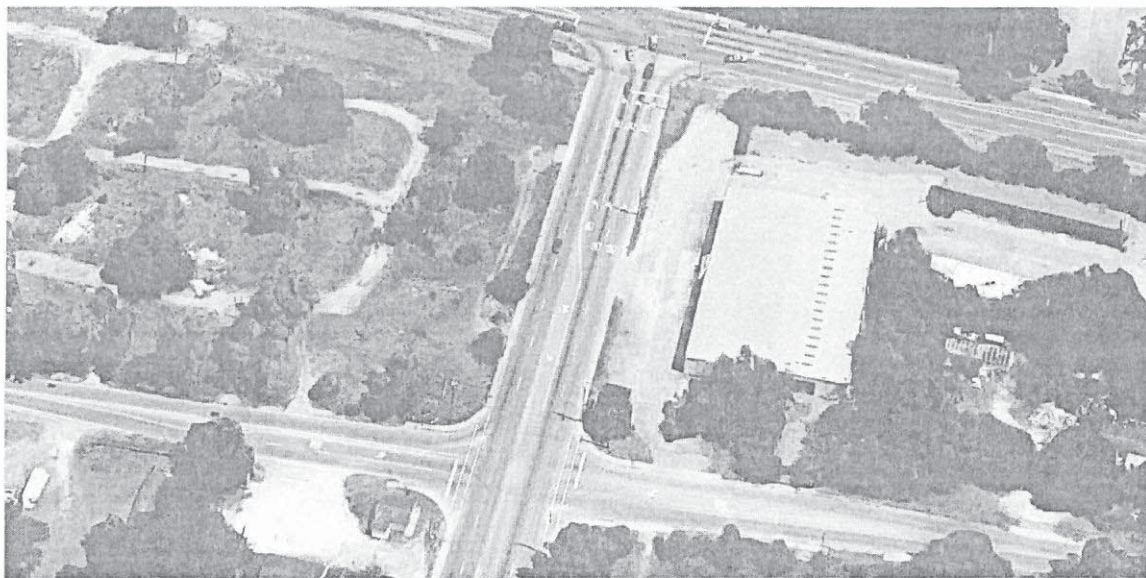


Figure 2 – Aerial of County Shed Road at US 21 (Parris Island Gateway)

<sup>1</sup> Preston, Erik. "Control Delay at High-Volume Two-Way Stop-Controlled Intersections with Two-Way Left-Turn-Lane Medians: Validation and Recommendations." TRB 85th Annual Meeting Compendium of Papers CD-ROM: January 22-25, 2006, Washington, D.C. Washington, D.C.: Transportation Research Board, 2006. Paper 06-2371

<sup>2</sup> Simpson, S., Matthias, J. 2000. "Validation of left-turn delay at two-way stop-controlled intersections." Transportation Research Record, 1710:181-188.



Regardless of the source, there is a sizable delay for the left and through movements from County Shed Road. For side-street stop-controlled intersections on arterial roadways such as this, there are a few options to consider for reducing these delays. These fall into the category of either (1) added traffic control to create gaps on the mainline for side-street turns or (2) prohibiting/redirection side-street movements at the intersection.

1. Signalization

This is not a recommended improvement because the spacing between this intersection and the nearby signal at US 21 (Trask Pkwy) is less than 500 feet, which is far below the desired spacing by SCDOT (1/4 mile). Furthermore there is a documented case of the queues for the northbound approach to US 21 (Trask Pkwy) extending beyond County Shed Road during peak periods, which could cause issues with signal operations.

2. Roundabout

This is not a recommended improvement due to the queuing issues noted under the signal improvement. Furthermore, there may not be sufficient right-of-way for a two-lane roundabout that would sufficiently serve heavy vehicle movements at the intersection.

3. Prohibit Movements

This is a feasible improvement; however, it may not be desirable to redirect the traveling public to mitigate delays. As the traffic in the area increases, it may be more advantageous to plan for added capacity on alternative routes that would serve those that are utilizing side-streets with less-than-desirable spacing from a major intersection.

4. Redirect Site Traffic

The site traffic can be provided sufficient alternative access points to other routes such that delays to County Shed Road during peak hours be reduced.

Recommendation

Our recommendation is that the property not be targeted to perform specific offsite improvements as part of its development, but that sufficient access from the property be provided to other routes for use during peak periods. This can be done through the following means:

- Sufficient access to both US 21 (Trask Parkway) and US 21 (Parris Island Gateway)
- Way-finding signage for visitors to the site to find the best routes for ingress / egress during periods of peak traffic
- Configuration of the site's internal circulation to ease ingress / egress to routes other than County Shed Road

# ALPHA CONSTRUCTION

556 Tammy Dive

Ridgeland, SC 29936

Tel: 843-621-0368

*TURNING LANE*

1/18/19

Home 2 Suites  
Beaufort, SC

## Complete turning Lane per Plans

1. Erosion Control	\$2,500
2. Demolition of curb and misc. concrete and removal	\$6,500
3. Excavation of unsuitable fill and removal	\$4,500
4. Import of Suitable fill for roadway	\$24,000
5. Mass Grading of roadway	\$3,500
6. Fine Grading of Roadway	\$4,500
7. 12" graded aggregate Base Course	\$20,000
8. 18" curb, gutter Installed	\$15,000
9. 24" Concrete Gutter(Valley Swale)	\$5,500
10. Road Way Storm Drainage	\$31,000
11. Binder Course Asphalt	\$18,000
12. Super Pave Asphalt	\$30,910
13. Geo thermal Striping	\$8,000
14. Ditch Grading	\$2,500
15. Rip Rap for Storm Pipes	\$4,500
16. Hydro Seeding Ditches and Road Banks	\$2,500
17. Traffic Control	\$7,500

Total \$190,910

Overhead and Profit \$19,090

**Total Cost \$210,000**

Contractor to provide traffic control and flag men per SCDOT requirements. Contractor to also perform certain work at night per SCDOT requirements.

All Permits By Owner

All Bonds By Owner

No retainage will be held

Contractor Ernie Phallen

Owner 



## ALPHA CONSTRUCTION

556 Tammy Dive  
Ridgeland, SC 29936  
Tel: 843-621-0368

*Tunnel*

4/04/18

Home 2 Suites  
Beaufort, SC

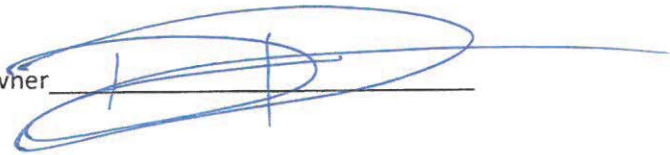
### Install Tunnel, Ramps, Retaining Walls and Associated Work

1. Erosion Control	\$9,000
2. Demolition of concrete path way and removal	\$30,500
3. Tunnel Earthwork(by Ashlind Contracting)	\$35,565
4. Stone Bed for Compaction	\$18,000
5. Storm Drain System for Tunnel(by Ashlind Contracting)	\$69,540
6. Temporary Rails of Trail Path(Install and Removal)	\$28,500
7. Temporary Signage for Trail Path Users	\$3,500
8. Retaining wall Footings	\$155,500
9. Retaining wall(Split face Block)	\$183,000
10. Tunnel Structure(Prefab/Assemble on Site)	\$35,000
11. Concrete Collars around Tunnel	\$8,500
12. Curb and Railing in Tunnel	\$17,500
13. Striping of pathway and tunnel	\$1,200
14. Grading of pathway	\$6,500
15. New Pathway Installation	\$78,000

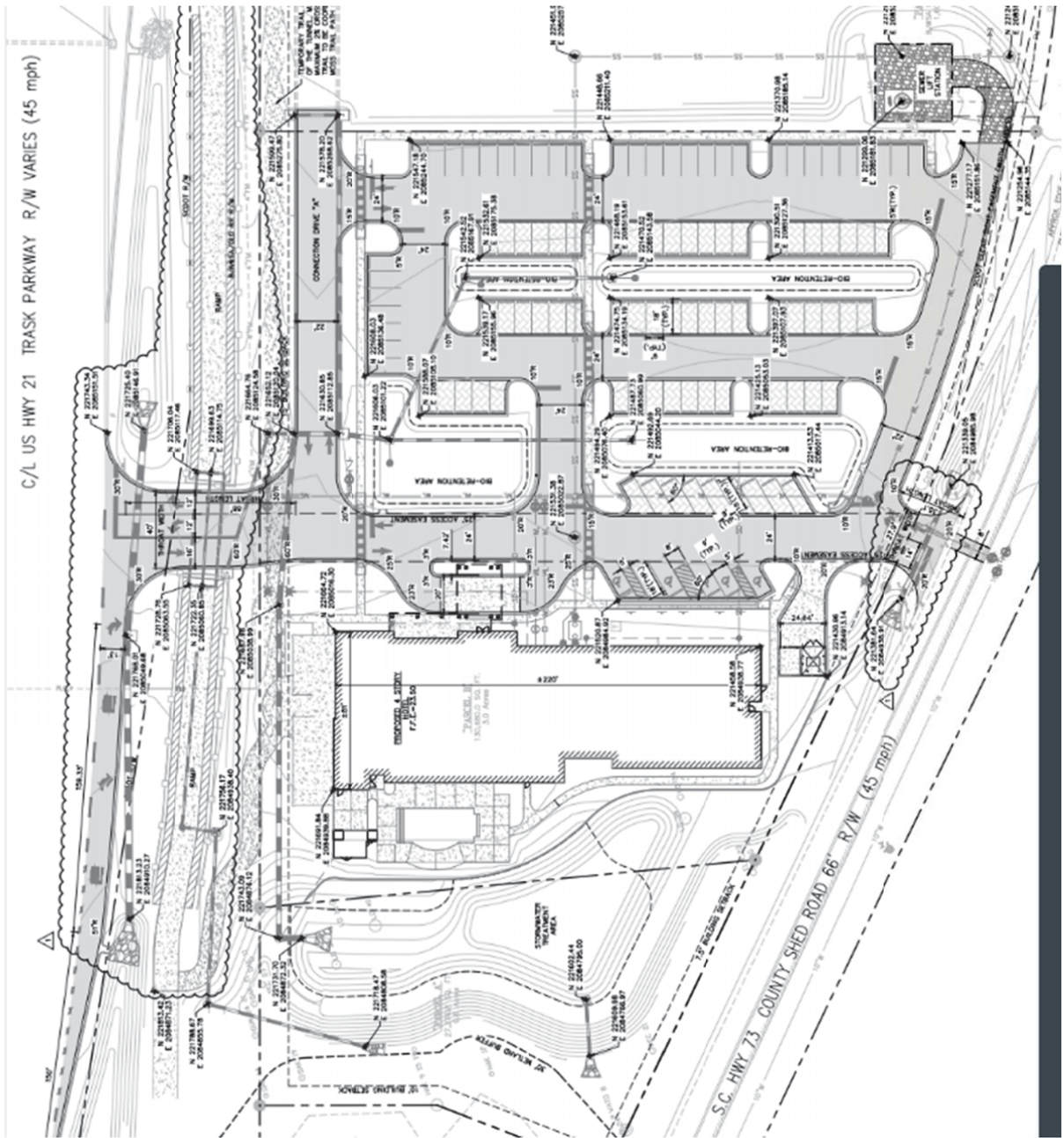
Total	\$679,805
Overhead and Profit	\$67,980
<b>Total Cost</b>	<b>\$747,785</b>

All Permits By Owner  
All Bonds By Owner

Contractor Bernie Fallon

Owner 

C/L US HWY 21 TRASK PARKWAY R/W VARIES (45 mph)



S.C. HWY 73 COUNTY SHED ROAD 66' R/W (45 mph)

Sec. 82-88. - Credits.

- (a) *[Credit Against Fees Due.]* Any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP.
- (b) *Valuation of Credits .*
  - (1) Credit for land dedication for ROW, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the fee payor.
  - (2) Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County.
  - (3) Contributions for road improvements shall be based on the value of the contribution or payment at the time it is made to the County.
- (c) *When Credits Become Effective .*
  - (1) Credits for land dedication for ROW shall become effective after the credit is approved by County Council pursuant to this section, a Credit Agreement/Development Agreement is entered into, and the land has been conveyed to the County in a form established by the County at no cost to the County and the dedication of ROW has been accepted by County Council.
  - (2) Credits for construction of road improvements shall become effective after the credit is approved by County Council, a Credit Agreement/Development Agreement is entered into and (a) all required construction has been completed and has been accepted by the County, (b) a suitable maintenance and warranty bond has been received and approved by the County, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County and State requirements. Approved credits for the construction of road improvements may become effective at an earlier date if the fee payor posts security in the form of a performance bond, irrevocable letter of credit, or escrow agreement and the amount and terms of such security are accepted by County Council. At a minimum, such security must be in the amount of the approved credit or an amount determined to be adequate to allow the County to construct the road improvements for which the credit was given, whichever is higher.
  - (3) Credits for contributions for road improvements shall become effective after the credit is approved pursuant to this section, a Credit Agreement/Development Agreement is entered into and the contribution is actually made to the County in a form acceptable to the County and has been accepted by County Council.
  - (4) Credits for contributions, construction or dedication of land for ROW for road improvements on the CIP shall be transferable within the same development for road impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this article are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County for registration.
  - (5) The total amount of the credit shall not exceed the amount of the road facilities development impact fees due and payable for the project.

- (6) The County may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct road improvements in the CIP, to the extent the fair market value of the construction of those road improvements exceed the obligation to pay road facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the road improvement(s) constructed.
- (7) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County. The Credit Agreement/Development Agreement shall specifically outline the contribution for road improvements, construction of road improvements or land dedication of ROW for road improvements, the time by which it shall be completed, dedicated, or paid, and any extensions thereof, and the value (in dollars) of the credit against the road facilities development impact fees the fee payor shall receive for the contribution, construction or dedication of ROW.

( [Ord. No. 2006-24, 10-23-2006](#) )



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Stokes Toyota Transportation Impact Fee Credit Request

#### Council Committee:

Public Facilities

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

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

#### Issues for Consideration:

Section 82.88.-Credits (a) of the Beaufort County Code of Ordinances provides that any developer/fee payor obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any contributions, construction, or dedication of land for right-of-way (ROW) accepted by County Council for systems improvements identified in the CIP. Section 82.88. -Credits (b) (2) provides that a "Credit for construction of road improvements shall be valued by the County based on complete engineering drawings, specifications, and construction costs estimates submitted by the fee payor to the County. The County shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County." These credits must be approved by the County Council (see attached). In 2005 Stokes Toyota, as part of their plans, were involved in the construction of two additional connector roads that were labeled as "Island West Parkway" (North/South Road) and Toyota Drive (East/West Road)(see attached May 17, 2019 letter from Carolina Engineering) JJ Stokes is requesting that the County authorize an impact fee credit/refund in the amount of \$51,455.00.

#### Points to Consider:

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

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

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

#### Funding & Liability Factors:

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

#### Council Options:

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

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

#### Recommendation:

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





CAROLINA ENGINEERING  
CONSULTANTS, INC.

P.O. Box 294  
Beaufort, SC 29901

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

May 17, 2019

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

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

Dear Mr. Stokes:

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

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

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

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

Sincerely,

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

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

**North / South Road**

---

**Land Cost**

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

**Engineering & Surveying**

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

**Construction**

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

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

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



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

**East / West Road**

---

**Land Cost**

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

**Engineering & Surveying**

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

**Construction**

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

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

Note:

Constrution Costs Estimated from Actual Contract

Storm drainage not included in estimate

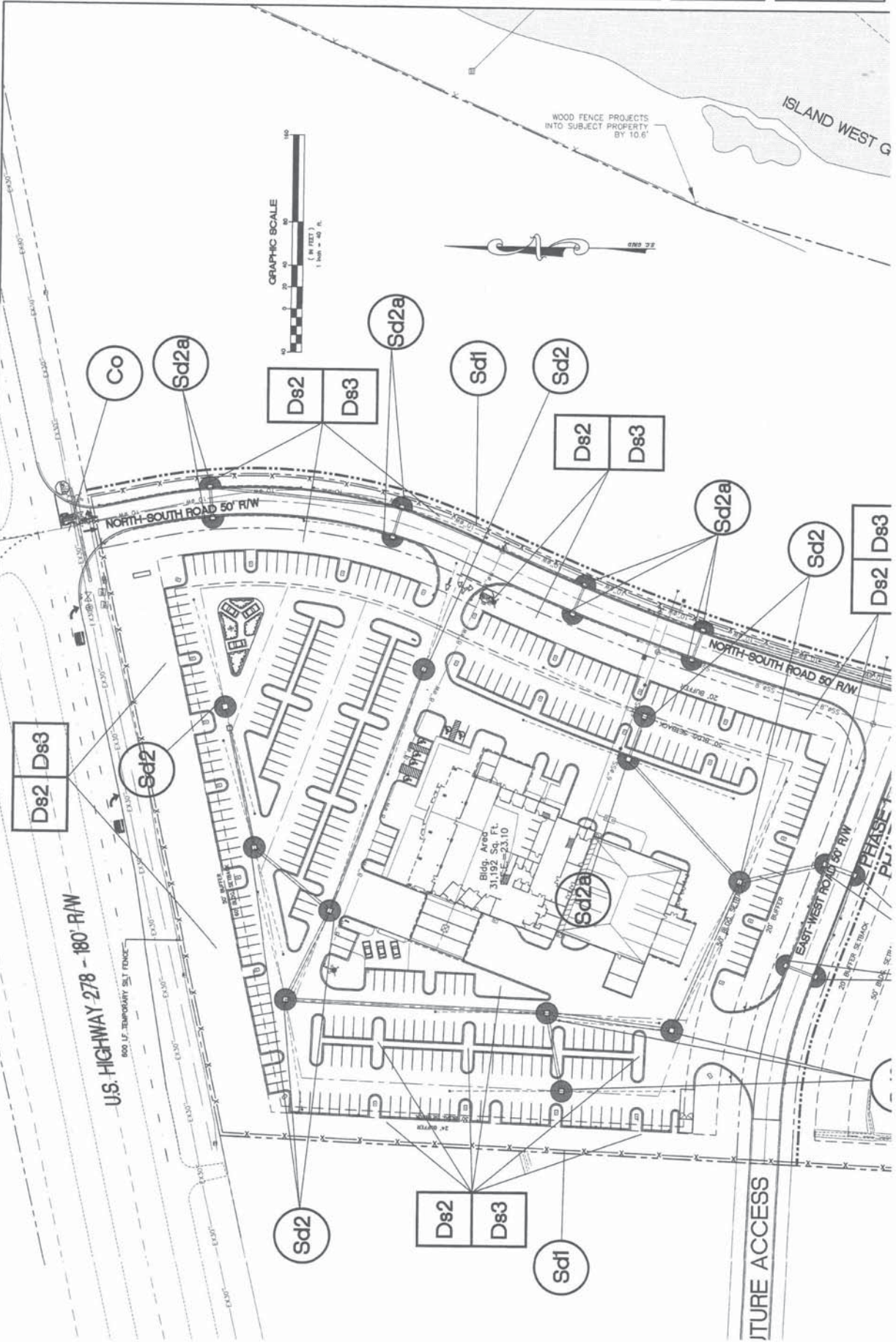
NO.	DESCRIPTION	DATE	BY
1	REVISED PER COUNTY COMMENTS	7/27/05	RAG
2	REVISED PER COUNTY COMMENTS	7/27/05	RAG
3			
4			
5			
6			
7			
8			

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

**AEC**  
**Andrews Engineering Co., Inc.**  
 40-A Shalonda Road  
 Beaufort, S.C. 29505  
 (843) 466-0088 FAX (843) 466-6788

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

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



PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER



## OFFICE OF THE COUNTY ATTORNEY

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

### LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0014

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

**Select One:**

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

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

Requester's Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date needed by: 8/8/2019

**Description of Document or Any Concerns:**

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

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

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

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

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

Attachments: \_\_\_\_\_



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

2019-08-01T14:31:54



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

2019-08-01T14:32:05



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

2019-08-01T14:32:12



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

2019-08-01T14:32:23

No file attached

No file attached

**LEGAL DEPARTMENT USE ONLY**

**Attachments:**

No file attached

No file attached

No file attached

Approved

On Hold

Send Request to County Admin

Disapproved

Additional Documents Requested

Comments:

Christopher S. Inglese

Department Staff

8/7/2019

3:30:03 PM

Date/Time

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

**ADDITIONAL DOCUMENTS REQUESTED AREA**



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

Ne...

2019-08-07T15:24:04

No file attached

No file attached

Comments:

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





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



TO: Ashley Jacobs, Beaufort County Administrator

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

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

DATE: August 19, 2019

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

JRM/JWC/bmaf

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

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BEAUFORT            )     **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 by and between the Bluffton Township Fire District, South Carolina, (hereinafter referred to as the “BTFD”) and Beaufort County, South Carolina (hereinafter referred to as the “County”), a political subdivision of the State of South Carolina. The BTFD and the County hereinafter will collectively be referred to as the “Parties”.

**WHEREAS**, the BTFD provides fire and emergency services to the citizens of Bluffton Township and is in need of an additional fire station to continue providing adequate services to the community; and

**WHEREAS**, Beaufort County Emergency Medical Services (“EMS”) provides emergency patient care for citizens and visitors of Beaufort County and is in need of an additional station in the Bluffton Township area in order to provide adequate services to the community; and

**WHEREAS**, the Parties are both dedicated to providing high-quality care and services to the community, and in furtherance of these goals, desire to enter into this mutually beneficial arrangement; and

**WHEREAS**, the BTFD purchased the property located at 204 New Riverside Road, Bluffton, SC 29910, with current PIN R610 036 000 3215 0000, on December 31, 2018, and recorded in Book 3725 at Page 3222 in the Beaufort County Register of Deeds, for the purpose of constructing a Fire Station (hereinafter referred to as “Facility”); and

**WHEREAS**, the Parties desire to occupy the Facility which shall in turn result in an expansion of public services and the ability to further their mutually shared goals; and

**WHEREAS**, the BTFD and Town of Bluffton (the “Town”) shall enter into a separate agreement whereby the Town shall agree to fund and complete a portion of the site preparation for the Facility; and

**WHEREAS**, the BTFD has requested that the County contribute to funding the construction of the Facility, and the County agrees to contribute to funding the construction for the purpose of expanding EMS services; and

**WHEREAS**, the Parties shall enter into a separate agreement establishing the terms and conditions of occupying the Facility upon completion of construction (“Occupancy Agreement”); and

**WHEREAS**, the Parties recognize that it is reasonable, necessary, and in the best interest of the public to cooperate and coordinate in the financing and construction of the Facility as described herein.

**NOW, THEREFORE**, for mutual consideration and in the public interest, it is mutually agreed as follows:

**ARTICLE I**

1. **SCOPE OF WORK.** Construction of the Facility as described in this Section shall hereinafter be referred to as the “Project”.



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

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

2. **EFFECTIVE DATE AND TERM.**

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

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

**ARTICLE II: CONSTRUCTION OF FACILITY**

1. **CONTRIBUTIONS.**

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

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

2. **PROCEDURE.**

a. *Sitework.*

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

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

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

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

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

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

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

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

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

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

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

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

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

If to County, To:

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



If to BTFD, To:

Fire Chief  
357 Fording Island Road  
Okatie, SC 29909

**ARTICLE III: OPERATION OF FACILITY**

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

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

**ARTICLE IV: MISCELLANEOUS**

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

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

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

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

With Copy to:

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

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

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

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

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

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

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

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

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

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

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



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

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

**SIGNATURE PAGE TO FOLLOW**

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

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**BEAUFORT COUNTY**

By: \_\_\_\_\_  
**Ashley M. Jacobs**  
*Beaufort County Administrator*

**WITNESSES:**

  
\_\_\_\_\_

**Bluffton Township Fire Department**

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



**BTFD Station 31**  
 Schedule of Values  
 March 5, 2019

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



**BTFD Station 31**  
Schedule of Values  
March 5, 2019

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



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Sale of Real Estate known as the Bob Jones Fields

#### Council Committee:

Public Facilities

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

Thomas J. Keaveny, II, County Attorney

#### Issues for Consideration:

Whether or not to sell Bob Jones Fields to Holy Trinity School.

#### Points to Consider:

Whether this property is still essential for use by the Beaufort County Parks and Recreation Department.

#### Funding & Liability Factors:

N/A

#### Council Options:

Approve or deny the request.

#### Recommendation:

Staff recommends Council approve the request.

**ORDINANCE 2019 / \_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY  
BEAUFORT COUNTY KNOWN AS THE BOB JONES FIELDS**

**WHEREAS**, Beaufort County is the fee simple owner of real property located at 2712 Jones Avenue, Beaufort, SC 29902, with TMP R120 003 000 0844 0000, and generally known in the community as the Bob Jones Fields (the “Property”); and

**WHEREAS**, Beaufort County Parks and Recreation Department frequently uses the property but, at times, does not use the entire Property to its fullest and best potential; and

**WHEREAS**, Beaufort County Council has determined the Property is no longer essential for use by the Beaufort County Parks and Recreation Department, and that it is in the best interests of its citizens to sell the Property upon such terms and conditions approved by Council; and

**WHEREAS**, S.C. Code §4-9-130 authorizes the transfer of any interest in real property owned by the County through an Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that the County Administrator is hereby authorized to execute the documents necessary to sell the property identified as TMP R120 003 000 0844 0000, and known as the Bob Jones Fields, upon such terms and conditions as Council previously approved.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Resolution approving an impact fee reduction for Beaufort Memorial Hospital

#### Council Committee:

Public Facilities

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

Thomas J. Keaveny, II, County Attorney

#### Issues for Consideration:

Reduction of road impact fee by 20% based on internal capture and refund of escrowed funds.

#### Points to Consider:

This matter came before the committee during the recent joint meeting of finance and public facilities. The written resolution is being brought before the committee on September 3, 2019 simply so the committee sees the language of the resolution before it appears on Council's September 9, 2019 agenda.

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

**RESOLUTION 2019/ \_\_\_\_**

**A RESOLUTION APPROVING AN IMPACT FEE REDUCTION FOR  
BEAUFORT MEMORIAL HOSPITAL**

**WHEREAS**, Beaufort County Ordinance Section 82-86 imposes certain impact fees for the service areas identified therein unless an Individual Assessment of Development Impact is accepted pursuant to Section 82-87; and

**WHEREAS**, Beaufort County Ordinance Section 82-87(a), provides that in lieu of calculating the road facilities development impact fees as set forth in Beaufort County Code Section 82-86, a payor may request that the amount of the required road facilities development impact fees be determined by reference to an Individual Assessment of Development Impact performed specifically for the proposed development; and

**WHEREAS**, Beaufort Memorial Hospital submitted an application for a reduction in impact fee based on an Independent Assessment of Development Impact Fees in the form of a Traffic Impact Analysis and Study performed by Kimley Horn which demonstrates a twenty (20%) percent internal capture for Beaufort County staff's consideration; and

**WHEREAS**, based on the results provided by the traffic analysis, Beaufort County staff recommends Council endorse a reduction of the traffic impact fees by twenty (20%) percent; and

**WHEREAS**, the Hospital previously escrowed \$75,000 for system improvements at the time of purchase in 2011 for partial funding of a then proposed traffic signal along SC Highway 170 which is no longer viable; and

**WHEREAS**, the Public Facilities Committee met on August 12, 2019, and voted unanimously to endorse the impact fee reduction and the return of escrowed funds as set forth above.

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council, duly assembled, does hereby endorse staff's recommendation that Beaufort Memorial Hospital receive an impact fee reduction in the amount of \$161,319 for internal capture and \$75,000 as return of escrow, for a total reduction in the amount of \$236,319.00.

Adopted this \_\_\_\_ day of September, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

J. Robert McFee, Division Director Construction, Engineering and Facilities

#### Issues for Consideration:

Town of Bluffton is requesting the participation of Beaufort County to complete the construction of sidewalk on Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway. A portion of the proposed sidewalk project, 1,067 LF, enters into Beaufort County jurisdiction.

#### Points to Consider:

Significant increase in pedestrian/bicycle traffic along Goethe Road corridor since the opening of the Walmart and Sam's Club Center.  
Promoting pedestrian connectivity and safety.

#### Funding & Liability Factors:

#### Council Options:

Approve request or deny request

#### Recommendation:

Approve request



## COUNTY COUNCIL OF BEAUFORT COUNTY

### Beaufort County Engineering Department

2266 Boundary Street  
Beaufort, South Carolina 29902  
Voice (843) 255-2700 Fax (843) 255-9420

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

VIA: Ashley M. Jacobs, County Administrator

FROM: J. Robert McFee, Division Director, Engineering and Infrastructure

SUBJ: **Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk**

DATE: August 27, 2019

**BACKGROUND:** Town of Bluffton completed sidewalk on Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway in 2018. The next phase of proposed Goethe Neighborhood sidewalk, currently under design, will start at Bluffton Parkway heading north to Joe Hamilton Lane. Joe Hamilton Lane is the dividing line between Town of Bluffton and Beaufort County. For pedestrian connectivity and safety, Town of Bluffton is requesting to continue the sidewalk, to meet the existing sidewalk, on Bluffton Road (SC 46).

Town of Bluffton has contracted with Ward Edwards Engineering to prepare construction documents for the entire length of Goethe Road including the portion within Beaufort County. The Engineer's estimate for construction of the section of sidewalk within Beaufort County jurisdiction is \$90,695.00. This includes all construction costs for a 5 foot concrete sidewalk approximately 1,067 LF.

**FOR ACTION:** Public Facilities Committee meeting occurring on September 3, 2019.

**RECOMMENDATION:** Staff recommends funding for construction of this sidewalk through \_\_\_\_\_ with a balance of \_\_\_\_\_.

JRM/AA/bmaf

Attachments: 1. Request from Town of Bluffton  
2. Map

Lisa Sulka  
*Mayor*

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Larry Toomer  
*Mayor Pro Tempore*

---

Marc Orlando  
*Town Manager*



*Council Members*

Fred Hamilton  
Dan Wood  
Harry Lutz

---

Kim Chapman  
*Town Clerk*

August 23, 2019

Ms. Andrea Atherton  
CIP Project Construction Manager  
Beaufort County  
2266 Boundary Street  
Beaufort, South Carolina 29901

RE: Request to participate in construction funding of the Goethe Road Sidewalk project

Dear Andrea:

Thank you for meeting with me last month to discuss a proposed sidewalk project connecting the Goethe Road sidewalks northward to Bluffton Road. As discussed, the Town of Bluffton completed a sidewalk on one side of Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway in 2018. The next phase of proposed Goethe neighborhood sidewalks is currently under design to include, sidewalks on the opposite side of Goethe Road from Dr. Mellichamp Drive to Bluffton Parkway and for a sidewalk on one side of the road north of Bluffton Parkway to eventually connect to the Bluffton Road pathways. For this northern section, the Town limit ends at Joe Hamilton Lane and the remainder of Goethe Road sidewalk would fall within Beaufort County Jurisdiction (Attachment A – Aerial View of the Proposed Goethe Shults Neighborhood Sidewalks - Phase 2).

Town Council and Staff has noticed a significant increase in pedestrian/bicycle traffic along the Goethe Road corridor since the opening of the Walmart and Sam's Club Center and has determined a proposed Goethe Road sidewalk extension north of Bluffton Parkway is in the best interest of public safety for the citizens of Bluffton and Beaufort County. Conceptual alignment plans were completed in FY2019 and the Town of Bluffton contracted with Ward Edwards Engineering to prepare Construction Documents for the entire length of the Goethe Road sidewalk project, including the northern walkways beyond the Town limits. In addition, the Town Council has tentatively approved construction funding in FY2021 (starting July 1, 2020) for all Goethe Road sidewalks within the Town of Bluffton limits, however this does not include funding for any sidewalk construction outside of the Town of Bluffton jurisdiction. Therefore, the Town of Bluffton would like to formally request that Beaufort County consider participating in the funding of the proposed sidewalk for the portion within the County's jurisdiction.

*Theodore D. Washington Municipal Building*  
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910  
Telephone (843) 706-4500 Fax (843) 757-6720  
[www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov)

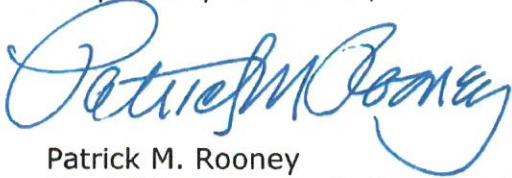


Based on recently obtained construction costs for similar sidewalk installations, the estimated cost for the Beaufort County portion should be approximately \$90,695.00, +/- 10% (1,067 LF of 5' concrete sidewalk x \$85.00X/LF = \$90,695.00). This estimate is based on a complete installation including; demolition, grading, storm drainage, utility relocations, paving, striping, signage and detectable warnings. We anticipate that the sidewalk will be located within the SCDOT Right of Way and easements will not be required for the County portion.

The Town of Bluffton is committed to implementing infrastructure to promote more pedestrian connectivity and safety and has constructed approximately 15,000 LF of sidewalks in the past two years. We expect to construct another +/- 15,000 LF in the next two years. The Town recognizes that Beaufort County has also shown the same commitment over the years with construction of pathways along Bluffton Parkway, Buckwalter Parkway and other areas in the Southern part of the County. We hope this joint commitment will continue with this Goethe Road funding request and other future pathways down the road (i.e. May River Road between Buck Island Road and Buckwalter Parkway).

Please review the attachment and let me know how best to proceed with a formal request to the Public Facilities Committee. Thank you again for meeting with me and consideration in this matter. I look forward to hearing from you soon.

Respectfully submitted,



Patrick M. Rooney  
Capital Improvements Program Manager

cc.

J. Wes Campbell – CIP Project Construction Manager  
J. Robert McFee, PE – Director of Construction, Engineering and Facilities  
Marc Orlando, ICMA-CM – Town Manager  
Bryan McIlwee, PE – Director of Engineering  
Mark Maxwell – CIP Project Manager

Attachment 1 – Proposed Goethe Road Sidewalk Exhibit





County Sidewalk

Scope of work includes:  
8,273 LF of 5' sidewalks  
Additional drainage  
Signage and pavement markings

**ATTACHMENT 1**  
**PROPOSED GOETHE ROAD SIDEWALK**  
**TOWN OF BLUFFTON / BEAUFORT COUNTY CIP PROJECT**  
**GOETHE/SHULTS NEIGHBORHOOD SIDEWALKS PHASE II**



Subject to Change



# TOWN OF HILTON HEAD ISLAND

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

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

www.hiltonheadislandsc.gov

John J. McCann  
Mayor

August 27, 2019

William D. Harkins  
Mayor ProTem

\_\_\_\_\_  
Council Members

David Ames  
Tamara Becker  
Marc A. Grant  
Thomas W. Lennox  
Glenn Stanford

Stewart Rodman, Chairman & County Council Members  
Beaufort County Council  
100 Ribaut Road  
Beaufort, S.C. 29902

\_\_\_\_\_  
Stephen G. Riley  
Town Manager


Dear Mr. Rodman and Council Members,

On August 20, 2019, the Hilton Head Island Town Council endorsed the attached *Guiding Principles for the U.S. 278 Gateway Corridor Project*, which was developed by the Council-appointed U.S. 278 Gateway Corridor Committee.

The Town will submit the *Guiding Principles* to the S.C. Department of Transportation during the 30-day public comment period following the release of the reasonable alternatives from the Environmental Assessment (EA) on September 19.

I am forwarding the document for your consideration. I hope that we can include the County's endorsement of the *Guiding Principles* to SCDOT.

Sincerely,

  
John J. McCann  
Mayor

cc: David Johnson, U.S. 278 Gateway Corridor Committee, Town of Hilton Head Island



# TOWN OF HILTON HEAD ISLAND

**TO:** Town Council  
**FROM:** David Johnson, *Chairman, US 278 Gateway Corridor Committee*  
**DATE:** August 6, 2019  
**SUBJECT:** Recommended Guiding Principles For Evaluating Corridor Alternatives

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**Recommendation:** The US 278 Gateway Corridor Committee recommends that Town Council endorse the attached “Guiding Principles for US 278 Gateway Corridor Project” and forward to Beaufort County and the Town of Bluffton for consideration.

**Summary:** Town Council appointed a US 278 Gateway Corridor Committee to assist the Town Council in developing corridor improvement recommendations for the SCDOT as it progresses through their Environmental Assessment (EA) process. On September 19, 2019, SCDOT will release the “reasonable alternatives” they will evaluate over the next year as part of the EA process. A 30 day public comment period where any comment received by SCDOT will become part of the record begins following this release. The committee believes it is important for the Town to provide SCDOT with comments during this 30 day window. While a thorough evaluation by the committee of each reasonable alternative is not possible within this 30 day window the Committee developed a set of Guiding Principles that it hopes Town Council will endorse and provide to SCDOT during the public comment period. If endorsed by the Town Council, the Committee will use these broad principles as a framework for engaging the public and evaluating the reasonable alternatives over the next several months. Additionally, the Committee would like for the Town Council to forward the Guiding Principles to the Town of Bluffton and Beaufort County for their consideration.

**Background:** Hilton Head Island Town Council set up the US 278 Gateway Corridor Committee (Committee) “...to work cooperatively with the South Carolina Department of Transportation to gather information, obtain and provide citizen input in the Environmental Assessment Process and make recommendations to Town Council regarding the US 278 Environmental Assessment and Design Alternatives”. The Committee is comprised of 15 citizens from Beaufort County including Hilton Head and Bluffton with liaison members from the town councils of Hilton Head Island and Bluffton and the Beaufort County Council.

A formal process known as the Environmental Assessment (EA) is required for any project that will use Federal funding. The EA normally takes around two years. The South Carolina Department of Transportation (SCDOT) began the US 278 EA in the fall of 2018. The scope of the EA covers the US 278 Corridor between Moss Creek Road and Spanish Wells Road incorporating four bridge spans, Pinckney Island, Hog and Jenkins Islands. The SCDOT has stated that no project can go forward unless it meets the “purpose and need” of the project which they have given as follows:

1. Replace the deficient MacKay Creek Bridge Span
2. Reduce traffic congestion
3. Increase the capacity of the corridor

The EA is about a year into the process and the SCDOT will announce its first set of preliminary alternatives (known in the EA process as “reasonable alternatives”) for the corridor on September 19<sup>th</sup>, 2019 at a public meeting on Hilton Head Island. The SCDOT will take public comments to be incorporated into the formal EA document for 30 days after that. While it will still take public comments throughout its process going forward these comments are not required to be included in the formal EA document.

During the next year the SCDOT will refine its preliminary alternatives with the goal of announcing a single Preferred Alternative in the Fall of 2020. In all likelihood the SCDOT will have decided internally on this Preferred Alternative by early spring of 2020. After the SCDOT unveils its set of reasonable alternatives in September the Committee, in coordination with the SCDOT, will work to help citizens evaluate the different alternatives, gather information about preferences and issues in order to work toward a recommendation to the HHI Town Council. Specific evaluation criteria will include private property impacts and neighborhood displacement, retention of heritage and culture, the extent to which it shows good stewardship of the tax money raised for the project through the County’s one percent transportation tax, environmental impact, and the consideration of many other issues.

The public consideration and evaluation process for the alternatives will take place over the 4-6 months after the September 19<sup>th</sup> unveiling of reasonable alternatives by the SCDOT. However, the Committee believes it is important for the Town to provide some initial input to SCDOT during the 30 day public comment period. Therefore the Committee has developed a set of Guiding Principles (attached) it believes should be the broad basis for evaluating SCDOT’s reasonable alternatives. These Guiding Principles, if endorsed by the Town Council, will be provided to SCDOT during the 30 day comment period. Additionally, the Committee is asking Town Council to forward the Guiding Principles to the Beaufort County and the Town of Bluffton in hopes they will also endorse the Guiding Principles.

# The US 278 Gateway Corridor Project

## Guiding Principles

**1. Fix the transportation issues in the corridor in a way that improves the safety and quality of life for all residents, workers and visitors to Hilton Head Island:**

- Address transportation needs for natural disasters and resiliency of island access
- Consider future transportation alternatives

**2. Improve the safety and quality of life for the residents of the neighborhoods and businesses directly impacted by the US 278 corridor:**

- Stoney
- Neighborhoods on Jenkins and Hog Islands (including but not limited to Windmill Harbor)

**3. Have a gateway to and from Hilton Head Island that the region will be proud of:**

- Aesthetically pleasing and reflecting the Hilton Head Island/Low Country values
- Safe and functional pathways for pedestrians and cyclists
- Minimizes environmental impacts and enhances the national asset of Pinckney Island

## Background and Timeline

### ***The Gateway Corridor Committee***

Hilton Head Island Town Council set up the US 278 Gateway Corridor Committee (Committee) “...to work cooperatively with the South Carolina Department of Transportation to gather information, obtain and provide citizen input in the Environmental Assessment Process and make recommendations to Town Council regarding the US 278 Environmental Assessment and Design Alternatives”. The Committee is comprised of 15 citizens from Beaufort County including Hilton Head and Bluffton with liaison members from the town councils of Hilton Head Island and Bluffton and the Beaufort County Council.

### ***South Carolina’s Environmental Assessment Process***

A formal process known as the Environmental Assessment (EA) is required for any project that will use Federal funding. The EA normally takes around two years. The South Carolina Department of Transportation (SCDOT) began the US 278 EA in the fall of 2018. The scope of the EA covers the US 278 Corridor between Moss Creek Road and Spanish Wells Road incorporating four bridge spans, Pinckney Island, Hog and Jenkins Islands. The SCDOT has stated that no project can go forward unless it meets the “purpose and need” of the project which they have given as follows:

1. Replace the deficient MacKay Creek Bridge Span
2. Reduce traffic congestion
3. Increase the capacity of the corridor

### ***Timeline: From Reasonable Alternatives to a Preferred Alternative***

The EA is about a year into the process and the SCDOT will announce its first set of preliminary alternatives (known in the EA process as “reasonable alternatives”) for the corridor on September 19<sup>th</sup>, 2019 at a public meeting on Hilton Head Island. The SCDOT will take public comments to be incorporated into the formal EA document for one month after that. While it will still take public comments throughout its process going forward these comments are not required to be included in the formal EA document. During the next year the SCDOT will refine its preliminary alternatives with the goal of announcing a single Preferred Alternative in the Fall of 2020. In all likelihood the SCDOT will have decided internally on this Preferred Alternative by early spring of 2020.

### ***What Defines Success?***

After the SCDOT unveils its set of reasonable alternatives in September the Committee, in coordination with the SCDOT, will work to help citizens evaluate the different alternatives, gathering information about preferences and issues in order to work toward a recommendation to the HHI Town Council. The Committee will consider and evaluate the alternatives presented by the SCDOT using the guiding principles presented here. Related specific evaluation criteria include such important issues as property/neighborhood displacement, retention of heritage and culture, the extent to which it shows good stewardship of the tax money raised for the project through the County’s one percent transportation tax, among other issues. An outcome that satisfies the guiding principles will greatly benefit everyone who lives, works or visits Hilton Head Island.

# Dirt Road Paving Summary

93/94 - Present

<u>District #</u>	<u>Council Member</u>	<u># of Projects</u>	<u># of Miles</u>	<u>\$ Amount Committed</u>
1	Dawson	92	34.22	\$37,642,000.00
2	Sommerville	36	12.33	\$13,563,000.00
3	Glover	51	17.98	\$19,778,000.00
4	Howard	20	3.43	\$3,773,000.00
5	Flewelling	31	9.542	\$10,496,200.00
6	Passiment	0	0	\$0.00
7	Covert	13	3.29	\$3,619,000.00
8	Hervochoon	3	0.7	\$770,000.00
9	Lawson	29	7.97	\$8,767,000.00
10	McElynn	14	4.08	\$4,488,000.00
11	Rodman	12	1.57	\$1,727,000.00
<b>SUMMARY</b>		<b>301</b>	<b>95.112</b>	<b>\$104,623,200.00</b>



## BEAUFORT COUNTY TRANSPORTATION COMMITTEE

2266 Boundary Street, Beaufort, SC 29902  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

Committee members:

Kraig Gordon, Chairman  
Mark McCain, Vice Chairman  
Jim Backer, Joe DeVito,  
Christopher England, Craig Forrest  
John Glover, Stephen Hill,  
Joseph Stroman Jr., Brian Winslow,  
Luana Graves-Sellars

Beaufort County Staff Support  
Robert McFee, PE, Division Director  
Construction, Engineering and Facilities

Chairman Stu Rodman  
27 Baynard Park  
Hilton Head Island, SC 29928

Subject: Dirt Road Paving Summary

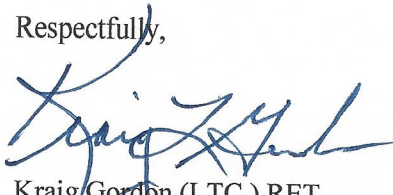
Dear Mr. Rodman:

Over the last 4 years since my appointment to the County Transportation Committee (CTC), I have heard numerous discussions concerning the Dirt Road Paving program throughout the County. Unfortunately, these conversations often mischaracterize the program, especially as it relates to the historical distribution of those funds. I felt it was incumbent upon us to look at how funding was actually spent in each council district of the County. You will find attached a summary of how Dirt Road Paving projects have been completed since the inception of the CTC.

The dollar amount presented here is based upon present day cost value of \$1.1 million per mile in order to pave a 2-lane road with hot mixed asphalt. Also, note that the funds represented are a combination of CTC funds and TAG funds.

On a much-related note, while Council recently approved a 5 year Dirt Road Paving Program, it should not lose sight on the benefits of roads improved with stone ("gravel" roadways). We can affect more citizens positively by graveling roads, rather than relying solely on hot mix asphalt as a riding surface on low volume county roads.

Respectfully,



Kraig Gordon (LTC.) RET  
Chairman  
Beaufort County Transportation Committee

CC: Ashley Jacobs  
Committee Members

# Beaufort County

## 2017/18 Transportation Committee Plan (CTCP) Ver\_2.0



# **Beaufort County 2017/18 Transportation Committee Plan (CTCP) Ver\_2.0**

## **Program Goal**

The goal of the Beaufort County Transportation Committee (CTC) is to provide the citizens of the county with the best and safest roads, bridges, and sidewalks possible with the funds for which the CTC are responsible for managing.

## **Program Overview**

The CTC is composed of eleven (11) members that are appointed by the Beaufort County Council. The members of the CTC are appointed from and represent the counties electoral districts that are the same as those of the Beaufort County Council member. All members of the CTC are highly encouraged to work hand in hand with their Council members to assure an integrated approach to voluntary public service.

Beaufort County has an Engineering, Public Works, and Traffic Engineering Departments that are equipped to design and maintain county maintained roadways. The county has levied an annual special motor vehicle tax (TAG) for \$16.50 per registered vehicle in the county. These funds are intended to be used to pave, maintain and improve dirt and secondary roads within the County roadway system, in concert with the South Carolina Department of Transportation (SCDOT) "C" fund allocations.

The CTC intends to cooperate and work closely with the appropriate Beaufort County departments and the administrative staff to provide the necessary guidance for County Council to improve as many roads and other transportation-related facilities as possible with the combined funds allocated.

The CTC also will cooperate and work with the Lowcountry Council of Governments (COG) in the coordination of the Lowcountry Area Transportation Plan (LATS) through involvement in the Transportation Improvement Program (2015-2019 TIP). This Involvement will enhance the CTC mission of prioritizing primary transportation system needs as well as the primary and secondary road system of Beaufort County to best serve the public. The Chairman or the selection of an



alternate representative, of the CTC will provide such coordination with the LATS support staff as a member of the Technical Committee.

The countywide transportation plan, as adopted by the CTC, was initially submitted for approval to the SCDOT on February 3, 1994. Annual updates, including this version, will be provided as approved during the last CTC meeting of the calendar year annually for approval by SCDOT in accordance with the current provisions of South Carolina Code of Law Section §12-28-2740 (the C-Fund law passed by the South Carolina General Assembly).



## **Organizational Structure**

The Beaufort County CTC is structured with the election of a Chairperson, Vice Chair and the selection of a Treasurer. The Chairman and Vice Chairperson shall be elected from the majority of the Committee's membership during the first meeting of the Committee of each calendar year. The Treasurer shall be selected annually from the Committee's membership as qualifications dictate and appointed by the Chairperson, with Committee approval.

The County Engineer's office shall provide the Treasurer the necessary financial documentation to the CTC with the most up to date recorded fund balances and pending expenditures of the CTC financial projections concerning CTC programs.

Membership on the CTC will require that all members of the Committee shall attend a majority of the annual CTC meetings with no less than two unexcused meeting attendances in a calendar year. Failure to meet the scheduled meeting attendance requirement shall permit the Chairperson to seek out from County Council the selection of a replacement representative for the appropriate County Council district representative for an appointment.

The listing of district representatives is attached to the plan within the appendix's.

## **Program Administration**

Communications coordination, questions, and request to appear before the CTC should be addressed to the following:

Mr. Kraig L. Gordon, Chairman

Or

Mr. Robert McFee, PE., Division Director for Construction, Engineering, and Facilities

Post Office Box 1228

Beaufort, South Carolina 29901

Telephone: (843) 255.2700





## Funding Administration

The Beaufort CTC elects and requests to receive its monthly allocation of funds directly from the SCDOT Commission. The annual distribution of money will be deposited with the Beaufort County Treasurer, which will perform the necessary accounting for such funds, in concert with the County Engineer's Office and the CTC Treasurer. Expenditures will only be dispensed upon written approval of the CTC Chairman or Vice Chairman for projects within the work program and approved by the majority of the CTC Committee membership. The expenditure and documentation of these funds shall be in accordance with the requirements of Code §12-28-2748 (A), including the required spending on the SCDOT system (minimum of 25% of total allocated funds), and the CTC Treasurer shall assist in maintaining such official records. The CTC will review all final bids for proposed construction at scheduled meetings of the membership, with a majority of the CTC approving only projects in concert with the Beaufort County Engineer before such CTC projects are presented to the Public Facilities Committee and County Council for approval and projects, are awarded to contractors. SCDOT projects shall be submitted to the appropriate personnel at the SCDOT for agency implementation and project management scheduling.

The SCDOT "C" funds are apportioned to each County as part of the annual July through September state budgeting process in the following manner utilizing the baseline of data as related to Beaufort County:

- One-third of total funds (587 square miles or 1.95%) based on the ratio of the land area of the county to the land area of the state

- One-third of total funds (162,233 county population or 3.51%) based on the ratio of county population to state population as determined by the latest ten-year census, and
- One-third of total funds (1,510 miles or 2.34%) based on the ratio of rural roadway mileage in the county to rural road mileage in the state.

The allocations provided by the SCDOT to Beaufort County are structured along the following guidelines:

- Total Beaufort County "C" Funds allocation by the state physical year is the State Funding Year (SFY) 2017/18 equals \$1,958,500.
- SCDOT donor fund provided to Beaufort County are apportioned based on a ratio of the county's user gasoline tax fees contributed more than its "C" fund apportionment to the total excess contributions of all South Carolina counties. SFY 2017/18 Beaufort County Donor Bonus allocation equals \$330,961.

To assist with the planning process, it is a guideline of the CTC to achieve and maintain a half-million dollar reserve fund for unscheduled program request to assure a timely response to such occurrences. Such application shall be presented by the district representative of the CTC for which the individual request is located to include a completed petition by the residents, supporting documentation from the Director's of Engineering, Public Works or Traffic Engineering to support such a request and photographic documentation of the physical site conditions, project estimate for rehabilitation and prior justification based upon the Pavement Management System's (PMS) rating factors.

Beaufort County, through the Engineering, Public Works and Traffic Engineering may provide when it is cost beneficial to offer the following services for each project:

- Design criteria per the approved Beaufort County design and engineering standards
- Accepted national traffic engineering standards in keeping with SCDOT procedures for traffic management and construction practices
- Annual roadway maintenance operational cost
- Accepted CTC principles for PMS rehabilitation of paved roadways within the appropriate system
- Acquisition of right-of-way (R/W) In the ability to permit construction of the requesting roadway in keeping with Beaufort County Council policy for construction and maintenance procedures.
- Procurement of construction contracts
- Project supervision and quality assurance, and
- Compliance with minority and women-owned business requirements under the current South Carolina Code §12-28-2930.



Beaufort County Engineering, Public Works, and Traffic Engineering conducted their procurement and engineering activities in compliance with applicable South Carolina law and accepted departmental design standards and critique.

## Program Priorities

The goal of the CTC is to cooperate with the SCDOT in constructing and maintaining existing, and future roadways in Beaufort County in keeping with the present SCDOT "C" funds minimum funding guidelines (25% of the "C" funds received from the SCDOT gasoline tax payments). Within the Beaufort County maintained roadway system, consideration will be given to road improvements to include paving / resurfacing, widening and/or roadway realignment, extending shoulders, traffic signs/signals, intersection improvements, turn lanes, sidewalks and pavement markings. Projects will be prioritized based upon a developed five (5) year plan based upon appropriate rating summary systems prepared in cooperation with the Beaufort County Engineer's office after all pertinent information has been reviewed by the CTC. Additionally, the CTC will evaluate other capital improvement proposals based upon the individual merits of each project based upon the appropriate funding sources to address the requested improvement project.



The CTC presently utilizes several methodologies to evaluate and determine the selection process for the request for improvements to be accomplished on an annual review basis. Such methods shall include:

- Paving of dirt roads in keeping with the goals of the CTC reflects that Beaufort County presently has 86.69 miles of unpaved dirt roads in the system. One of the CTC's objectives is to improve as many of these dirt roads in the system as

financially possible, with the understanding that the community will provide the necessary R/W. Such a commitment of R/W acquisition is the responsibility of the residents to petition the County Engineer's Office with the required signatures stating the adjacent property owners will grant such R/W to permit the improvement (roadway paving, roadway rocking, etc.) to be completed. Additional standards of prioritization may be utilized in keeping with the establishment of paving dirt roads. Such a neighborhood-based request should be submitted during the first calendar quarter of each calendar year, and the County Engineer will present their technical recommendations to the CTC during the second calendar quarter of each year of all dirt roads requested to be improved upon request submitted. The CTC or their agent shall notify the neighborhood representative of the findings during the third calendar quarter of the recommendations based upon the discussions of the CTC.

Approved projects shall be programmed based upon the annual master plan of the County Engineer's Office has presented to the CTC based upon the work program and funding for such construction projects. (Attached is a copy of the necessary documentation to be completed and submitted to the County Engineer's Office.)

- In addressing the assistance to municipalities, and other qualified governmental agencies requesting CTC funding for various construction/maintenance projects, the requesting agency shall provide the County Engineer's Office with a formal request outlining the description of the project, timelines, a complete break down of the estimated cost and percentages of financial participation for the funding requested of the CTC. All projects are to comply with the established guidelines of accepted projects (sidewalks, paving, resurfacing, etc.) as outlined by this organizations established procedures. Such request is accepted on an annual basis during the first calendar quarter in keeping with the timelines of the requesting the paving of dirt roads to permit a structured planning process for allocation of programmed funds under the guidelines of the CTC. Attached is a copy of the necessary documentation to be completed and submitted to the County Engineer's Office.

## **Pavement Management Systems**

In 2016/17 the CTC implemented the utilization of the Pavement Management System (PMS) to establish asphalt pavement rehabilitation and upgrading of the county and SCDOT secondary roadway systems through an established engineering management system. Pavement management is the process of planning the maintenance and repair of the counties road network to optimize the life cycle of pavement conditions. The PMS process incorporates life cycle costs into a more systematic approach to minor and significant roadway maintenance and



rehabilitation projects. The needs of the complete system, as well as the budgeting projections, are considered before improvements are implemented. Pavement management encompasses the many aspects and tasks needed to maintain a quality pavement inventory, and ensure that the overall condition of Beaufort County road system will be sustained at an established level.

As part of the PMS, the county selected a qualified pavement engineering firm to assist as the central project point of data collection, analysis and development of a multi-year work program to assure the successful implementation. Specific points of data collection included the roadway conditions, R/W data collection such as signage, width and related information and the conversion to a Geographic Information System (GIS) that works in concert with the counties public access county mapping system.



When breaking the paved roadway system down of the county system, the survey reflected that sixty-eight (68%) percent (148.24 miles) of the system is in “good” condition, twenty-six (26%) percent (48.95 miles) are in “fair” condition, four (4%) percent (5.47 miles) are in “poor” condition and two (2.0%) percent (1.58 miles) are in “very poor” condition.

The second phase of managing the pavement system is to address solutions to the various points of inspection by determining the most cost-effective resolution with the most extended pavement life as the return of capital improvement. In identifying the three treatment alternatives (preservation, rehabilitation, and



reconstruction), specific data is measured, and precise pavement values are established in concert with the SCDOT inventory process. Known as Pavement Quality Index (PQI), which takes into consideration:

- Pavement serviceability index (PSI) is used represent roughness
- Pavement distress index (PDI) is used to represent distress and
- Pavement quality index (PQI) is used to represent an overall condition index

When considering all, the objectives are to define a selected process of upgrading the selected segments of the roadway by the utilization of one of several treatments of an upgrade. Alternatives to be considered include:

	PQI	PCI	Classification	LOS	Treatments
Preservation	3.7-50	85-100	Very Good	A	Fog seal, rejuvenator
Preservation	3.0-3.6	70-85	Good	B	Slurry seal, chip seal, micro-surface, stress-absorbing membrane interlayer
Rehabilitation	2.2-2.9	60-70	Fair	C	Hot mix asphalt overlay
Rehabilitation	1.8-2.1	40-60	Poor	D	In-place recycling, hot mix asphalt overlay
Reconstruction	0.0-1.7	0-40	Very Poor	E	Full depth reclamation, cement reinforced

In accomplishing the objectives of a managed county maintained pavement management system, the CTC has developed for implementation a five-year work program based upon the improvements to the very poor roadways with the correct engineering principles with an average two-million (\$2,000,000) dollar allocation for corrective contractual services. (Attached in the appendix is the 2017/18 Five Year Program for review.)

Qualified governmental agencies may submit their listings of municipally maintained roads for consideration as part of the CTC's PMS program. Such a

submission will be to list all roadways (starting and ending points) with mapping details for inclusion as part of existing procedures of the PMS evaluation system. Upon successful completion of the pavement evaluation process, municipal roadways may be incorporated into the counties PQI system for future consideration by the CTC to apply the most beneficial life cycle rehabilitation program to be utilized as part of the countywide system.

## **Dirt Road Acceptance to the System**

Within the boundaries of Beaufort County, there are several hundred miles of private dirt roads that fall into several categories of private maintenance. The existing county policy (policy statement 15 & 17) outline established guidelines for accepting such roadways into the county system.

Based upon the excessive cost of accepting and upgrading such private roadways, the CTC recommends that all privately maintained dirt roadways shall be brought up to accepted paved County Engineering Department design standards to include all the necessary right of way and drainage easements in advance of consideration.

Alternatives for the construction of applicant dirt roadways seeking transfer into the county's roadway system include:

- Adjoining property owners may wish to create a special tax district in keeping with county guidelines for the construction of such roadways, and/or
- Property owners may utilize engineering and construction firms on their own to construct an improved roadway. This development effort should include right of way, drainage easements and construction plan to be inspected in advance and during the construction phase by the appropriate office for possible acceptance into the public system.

## **Prioritizing Projects**

The CTC will use information from the SCDOT, Lowcountry Council of Governments (COG), the Beaufort County Engineering, Public Works and Traffic Engineering Departments, and from the municipalities concerning the condition of secondary roads and bridges in the state and all county systems to determine their appropriateness for capital improvements and/or expansion of the existing transportation-related systems. All qualified agencies wishing to request the utilization of CTC funds shall submit the appropriate project sheets as previously outlined.



The CTC, through the Beaufort County Engineer's Office, will rate and evaluate all local roads, not in the State system utilizing the PMS process and may choose to solicit recommendations and input from local officials, citizens, and neighborhood associations in accordance with the approved Beaufort CTC paving and dirt road improvements rating systems via established roadway resurfacing procedures, and accepted design criteria for transportation system improvements. The CTC will utilize the most recent engineering reporting tools to assist in the development and implementation of a county roadway master plan.

The CTC shall review recommendations presented by the County Engineer on behalf of County Council and will consider proposals submitted by the SCDOT Resident Maintenance and/or Construction Engineer for roadways to be improved and the appropriate guidance shall be provided in the establishment of programs of maintenance, and construction for public roads in Beaufort County.

The County Engineer in concert with the CTC will establish on an annual basis the prioritization of projects as part of this report during the fourth calendar quarter for submission to all the appropriate parties of CTC interest.



## Equal Consideration

A goal of the CTC is to meet the transportation needs of the entire county and State roadway system to include the municipalities as appropriate. Consideration will be given to the distribution of funds and projects among the eleven (11) County Council districts and including all municipalities within the County based upon accepted CTC engineering guidelines and principles. The CTC will not utilize an allocation or quota system for distribution of projects for the political districts, yet shall use such factors as population, traffic studies, road rating systems, environmental impacts, R/W acquisition, numbers of households served, and similar considerations.

## Resurfacing and Rehabilitation of Roadways

The CTC will allocate such funds as it deems appropriate on an annual basis for resurfacing utilizing adopted PMS evaluation procedures or related qualified applications for roadway repair and roadway upkeep of existing secondary State and County pavement roads and bridges.

## Revision of the Plan

The CTC will annually review and revise the County Transportation Committee Plan (CTCP), make changes, or deletions, and shall be submitted to SCDOT for approval for implementation.



Craig L. Gordon, Chairman  
Beaufort County Transportation Committee

CTC Approved: September 20, 2017  
Amended: November 15, 2017  
Proposed amendment: January 17, 2018