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CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE

Wednesday, September 18, 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. **EXECUTIVE SESSION**
 - A. **Receipt of legal advice regarding BMH impact fee credit reduction - Thomas J. Keaveny, II, County Attorney**
 - B. **Receipt of legal advice regarding issues involving the County Transportation Committee - Thomas J. Keaveny, II, County Attorney**
8. **ACTION ITEMS**
 - A. **Consideration of Beaufort Memorial Hospital's request for Impact Fee Credits - Eric Greenway, Community Development Director in cooperation with Rob McFee, Director of Construction, Engineering & Facilities and Thomas J. Keaveny, II, County Attorney (backup)**



- B. Approval of a contract for Beaufort County Electronic Waste Transportation and Recycling Services to PowerHouse Recycling for \$68,000 – Dave Thomas, Purchasing Director (backup)**
 - C. Approval of a contract to Southeastern Environmental & Waste Company for new Solid Waste Used Oil Equipment for \$ 68,307.09 – Dave Thomas, Purchasing Director (backup)**
 - D. Transportation Impact Fee Credit Request – Eric Greenway, Community Development Director (backup)**
 - 1. David Hornsby
 - 2. Stokes Toyota
 - E. MOU between Beaufort County and Bluffton Township Fire Department – Rob McFee, Division Director, Construction, Engineering & Facilities (backup)**
 - F. 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)**
 - G. Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk – Rob McFee, Division Director, Construction, Engineering & Facilities (backup)**
 - H. Consideration of an Ordinance authorizing the execution and delivery of a deed conveying a portion of property owned by Beaufort County at 35 Fording Island Road extension South Carolina - Rob McFee, Division Director, Construction, Engineering & Facilities (backup)**
9. **DISCUSSION**
- A. Beaufort County Unpaved Road Evaluation – Rob McFee, Division Director, Construction, Engineering & Facilities (backup)**
10. **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 1st and May 6th 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 12th 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 2nd 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 3rd 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 own 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:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Beaufort Memorial Hospital's request for impact fee credits

Council Committee:

Public Facilities

Meeting Date:

September 18, 2019

Committee Presenter (Name and Title):

Thomas J. Keaveny, II, County Attorney, Eric Greenway, Community Development Director, Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Whether or not to award an impact fee credit to Beaufort Memorial Hospital based on a 2011 Intergovernmental Agreement entered into between Beaufort County, Town of Bluffton, and Beaufort Memorial Hospital.

Points to Consider:

Does the IGA contain an ambiguity. If the IGA contains an ambiguity is there evidence to support the contention that the parties intended BMH to receive impact fee credits elsewhere in the southern service district if it chose not to construct improvements near the intersection of US 278 and Buckwalter Pkwy. If so, does Beaufort County Code of Ordinances allow such a credit.

Funding & Liability Factors:

None.

Council Options:

Approve or reject

Recommendation:

To be provided in executive session

**INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF
BLUFFTON, BEAUFORT MEMROIAL HOSPITAL AND BEAUFORT
COUNTY COUNCIL**

TO: BEAUFORT COUNTY COUNCIL PUBLIC FACILITIES COMMITTEE

FROM: ALLISON COPPAGE, BEAUFORT MEMORIAL HOSPITAL & RYAN
LYLE, ANDREWS ENGINEERING

SUBJECT: TRAFFIC IMPACT FEE CREDIT, IGA

DATE: AUGUST 30, 2019

The purpose of this memorandum is to summarize the historical context and request of Beaufort Memorial Hospital (BMH) to be granted a credit in the amount of \$103,541 as contemplated in the 2011 Intergovernmental Agreement between The County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital (Exhibit A).

In the early 2000's the County's immediate needs study identified the need for Hwy 278 frontage roads which would allow many of the median crossovers to be closed eliminating left hand turns and allowing right-in and right-out movements only, ("RI-RO") when widening from 4 to 6 lanes. In 2011, BMH placed under contract a property in the Buckwalter Commercial Site ("Buckwalter Property") which was identified in Beaufort County's Capital Improvement Program to be the site of the Buckwalter Commercial Frontage Road. (Exhibit B) BMH sought to develop a 60,000 square foot medical office building at the Buckwalter Property located at the intersection of Buckwalter and 278. During the same time, Beaufort County Traffic and Transportation proposed an amendment to the ZDSO to further limit un-signalized intersections by encouraging the use of roundabouts to provide the safest at grade intersection treatment. The proposed intersection at the Buckwalter Property could not be stop sign controlled due to future failure and its proximity to Hwy 278's signal. Therefore, it was required by Beaufort County that the Buckwalter Property entry onto Hwy 278 be restricted from a full turn to a RI-RO and that a Frontage Road extension be constructed through the property and its preserved wetlands connecting to Buckwalter (US 278 Frontage Road Buckwalter Commercial). Beaufort County traffic engineering department indicated a roundabout would be required to be consistent with the amended zoning ordinance which mandated roundabouts be implemented along Buckwalter Parkway.

At the time BMH's contract to purchase was pending, there was lack of funding both at a state and local level to perform the necessary analysis and engineering for the road improvement. Beaufort County Ordinance Sec. 82-88 (c) (6) states: "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.” Connectivity was an integral part of BMH’s feasibility analysis of the property and the County’s assessment of the 278 corridor; therefore, the Town of Bluffton, Beaufort County and BMH entered in an Intergovernmental Agreement on February 2/28/2011 through which BMH would expend up to \$200, 700 to engage appropriate professionals to perform a roundabout feasibility study. Beaufort Memorial engaged Andrews and Burgess Engineering to conduct a roundabout feasibility study and expended \$103,541 in professional services under this agreement. Based on the results of the study, Beaufort Memorial chose to select a different site in the Southern Beaufort County Service Area.

The engagement of the professional design services at BMH’s expense was a benefit to both BMH and the County. BMH was able to understand the development costs of the property and the County benefitted from the availability of the study to determine appropriate use and traffic requirements associated with the property. Since 2011, two car dealerships were constructed at the Buckwalter Commercial tract without closing the Hwy 278 median or construction of a frontage road/wetland impact/roundabout on Buckwalter. Further, in 2018 Vineyard Bluffton Assisted Living was permitted on Tract C1 east side of Buckwalter and allowed to create a median crossover in Buckwalter Parkway (stop sign controlled, not a roundabout) with full turning movements (both left and right movements allowed from both side road approaches).

Regarding the IGA, it is BMH’s position that the IGA is ambiguous because it is silent as to the responsibilities of the parties should Beaufort Memorial chose to purchase an alternate site. In the preamble, both parties contemplate that the Hospital may generate additional Road Facilities Development Fees at other facilities it may alter or construct in Southern Beaufort County; however, it fails to address the effect of the selection of another site within the agreement. “Where a contract is silent as to a particular matter, and ambiguity thereby arises, parol evidence may be admitted to supply the deficiency and establish the true intent.” Columbia East Assocs. v. Bi-Lo, Inc., 299 S.C. 515, 519-20, 386 S.E.2d 259, 261-62 (Ct. App. 1989); Wheeler v. Globe Rutgers Fire Ins. Co. of City of N.Y., 125 S.C. 320, 325, 118 S.E. 609, 610 (1923). Under the parol evidence rule, extrinsic evidence is inadmissible to vary or contradict the terms of a contract. Penton v. J.F. Cleckley Co., 326 S.C. 275, 280, 486 S.E.2d 742, 745 (1997). “However, if a contract is ambiguous, parol evidence is admissible to ascertain the true meaning and intent of the parties.” Koontz v. Thomas, 333 S.C. 702, 709, 511 S.E.2d 407, 411 (Ct. App. 1999). An ambiguous contract is a contract capable of being understood in more than one way or a contract unclear in meaning because it expresses its purpose in an indefinite manner.” Klutts Resort Realty, Inc. v. Down’Round Dev. Corp., 268 S.C. 80, 89, 232 S.E.2d 20, 25 (1977).

When a contract is ambiguous the parties may look to other sources to ascertain the intent. In this matter, the parties should look to the discussions that occurred both at the County Council Finance Committee meeting on February 21, 2011 (see highlighted items Exhibit C) and County Council meeting February 28, 2011 (see highlighted items Exhibit D). The cited discussions show that it was the intent of County Council that a credit be given to Beaufort Memorial for the expenditure of these funds even if Beaufort Memorial chose to select a different site within the service area. Specifically, Mr. Tedder responded to Mr. Baer’s question about building anywhere South of the Broad and whether credit should apply should Beaufort Memorial choose a different location. Mr. Tedder responded that “there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was

necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees.” In short, the funds are tied to the service area.

BMH is in the process of constructing a medical office building in the Southern Service Area; therefore the pending request is that County Council approve an impact fee credit in the amount of \$103, 541 as contemplated in the 2011 Intergovernmental Agreement.

EXHIBIT A

Intergovernmental Agreement

**AN INTERGOVERNMENTAL AGREEMENT AMONG
THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON,
AND BEAUFORT MEMORIAL HOSPITAL
REGARDING ROAD DESIGN AND CONSTRUCTION OF
BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD**

THIS AGREEMENT (the "Agreement") is made and entered into this 28th day of February, 2011, by and among the County of Beaufort, South Carolina ("Beaufort County"), the Town of Bluffton, South Carolina, and Beaufort Memorial Hospital (the "Hospital").

WHEREAS, Beaufort County commissioned and adopted a US Highway 278 Short Term Needs Study in 2001 in which a New Road Connectivity component included the building of a frontage road connector designated as the Buckwalter Commercial- Buckwalter Parkway Connector (the "Buckwalter Commercial Frontage Road"), the purpose of which was to alleviate traffic congestion along Highway 278; and

WHEREAS, the prior owners of that certain property known as Buckwalter Commercial Park more particularly described on Attachment A (the "Property had contemporaneously agreed with the South Carolina Department of Transportation ("SCDOT") regarding Encroachment Permit Number S-07-000179 dated May 17, 2000 and supplemental correspondence through November 14, 2000, that the Highway 278 crossover (median cut) at Buckwalter Commercial Park could be closed in conjunction with future improvements to Highway 278 upon agreement between Beaufort County and SCDOT after completion of a frontage road connecting the Property from Highway 278 to Buckwalter Parkway, and that the owner of the Property would provide the right of way for the Buckwalter Commercial Frontage Road with SCDOT being responsible for all permitting, construction and maintenance costs of the Buckwalter Commercial Frontage Road; and

WHEREAS, Beaufort County Council approved at third reading on October 23, 2006 by Ordinance Number 2006-24 (now codified at Chapter 82 of the Beaufort County Code of Ordinances) a Development Impact Fee, including a Road Facilities Fee, and within that Ordinance identified and incorporated by reference the Road Facilities Impact Fee Support Study and CIP: South Beaufort County Service Area, dated September 2006 (Support Study) and the County adopted South Beaufort County Road Capital Improvement Plan (CIP) identified therein, which were used to calculate the Road Facilities Fee (Section 82-85 of the Beaufort County Code of Ordinances); and

WHEREAS, Table 12 of the Support Study identified the Buckwalter Commercial Frontage Road (identified in that Study as Frontage Road, South Side, Meggett Tract to Buckwalter

Parkway) as a Needed Capital Improvement, consisting of 0.42 Added Lane Miles at an estimated cost of \$900,000.00; and

WHEREAS, Beaufort County and SCDOT are presently engaged in designing, permitting and constructing improvements to Highway 278 that include the median closure described above; and

WHEREAS, the Buckwalter Commercial Frontage Road has long been approved as part of Beaufort County's Capital Improvement Program as described above, and the Buckwalter Commercial Frontage Road is an improvement eligible to have the design, permitting and construction costs paid from Beaufort County Traffic Impact Fees pursuant to Chapter 82 of the Beaufort County Code of Ordinances; and

WHEREAS, the recent economic downturn has affected the income stream from the Beaufort County Road Facilities Impact Fees, inhibiting the ability Of Beaufort County to fund the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, SCDOT has also experienced a shortfall in funding because of the economic downturn, and SCDOT cannot commit funds for the construction of the Buckwalter Commercial Frontage Road; and

WHEREAS, the Hospital has placed under contract the Property through which the Buckwalter Commercial Frontage Road is to be constructed, and the Hospital desires to have the design, permitting and construction of the Buckwalter Commercial Frontage Road to begin as quickly as possible in order to deliver health care services to southern Beaufort County; and

WHEREAS, construction of the buildings upon the Property by the Hospital will generate Beaufort County Impact Fees; and

WHEREAS, Section 6-1-1050 of the Code of Laws of South Carolina provides for an impact fee payor to enter into an agreement with a governmental entity, providing for the construction or installation of system improvements by the fee payor or developer and credits or reimbursements for costs, among other things; and

WHEREAS, Section 82-88 of the Beaufort County Code of Ordinances provides for a impact fee payor to apply for credits and enter into a Credit Agreement with County Council for system improvements identified in the CIP and dedication of road right of way, among other things; and

WHEREAS, Section 82-SS (c) (6) of the Beaufort County Code of Ordinances further provides for a Capital Contribution Front-Ending Agreement to the extent the fair market value of the construction of the road facilities exceed the obligations to pay road facilities development impact fees; and

WHEREAS, the Town of Bluffton, pursuant to an Intergovernmental Agreement with Beaufort County, collects the Beaufort County Impact Fees and transmits them to Beaufort County, less an Administrative Fee; and

WHEREAS, the Hospital has had prepared a scope of services and fee agreement with design professionals which includes the initial studies and applications to apply for the various permits from the Army Corps of Engineers, SC Dept. of Health and Environmental Control, and others which are necessary to construct the Buckwalter Commercial Frontage Road, with such services totaling \$200,700.00; and

WHEREAS, the Hospital has had prepared a preliminary Engineer's Estimate of Probable Cost regarding the costs to construct to County standards the Buckwalter Commercial Frontage Road across the Property with connections to both US 278 and Buckwalter Parkway, which totals \$1,300,000.00 and

WHEREAS, the first phase of the Hospital's buildings on the Property will generate approximately \$677,400.00 in Beaufort County Road Facilities Development Fees (60,000 s.f. times \$11.29/s.f. Road Facilities Fee), with total additional buildout to generate an additional \$677,000 to \$903,000.00 in Road Facilities Development Fees, for a potential total of \$1,580,000.00 in Road Facilities Development Fees; and

WHEREAS, the Hospital may generate additional Road Facilities Development Fees at other facilities it may alter or construct in Southern Beaufort County in the future; and

WHEREAS, discussions with County Council, County Staff and the Hospital's administration and consultants have led to a consensus that a traffic roundabout should be considered as an alternative to a full access four way intersection at the intersection of the Buck-waiter Commercial Frontage Road and Buckwalter Parkway; and

WHEREAS, with the assistance of Beaufort County Engineering, the Hospital's engineers are soliciting proposals for the design of a roundabout suitable for the Buckwalter Parkway intersection, with an accompanying engineer's estimate of construction costs; and

WHEREAS, it is anticipated that the design profile of such a roundabout may require the acquisition of additional property from adjacent landowners to create a sufficient right of way for the road and its associated drainage.

NOW THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the design, permitting and construction of the Buckwalter Commercial Frontage Road shall be undertaken by the Hospital upon the following terms and conditions, which are accepted by both Councils of the Town of Bluffton and Beaufort County and the Board of Trustees of Beaufort Memorial Hospital, and that the following shall be the Credit Agreement and Capital Contribution Front-Ending Agreement as contemplated by Chapter 82 of the Beaufort County Code of Ordinances.

1. DESIGN AND PERMITTING

- a. The Hospital will contract for the design professional's services, totaling \$200,700.00 as more particularly set forth and described in the attached Attachment B. The parties agree that the terms of services set forth in Attachment B are within the

customary range of costs for similar services, and competitive bidding is not required. It is further agreed that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and the County, after obtaining at least three proposals, and the costs for those services will be added to the approved professional's services fees.

b. Unless otherwise agreed, the Hospital will be in charge of supervision of the design and permitting, and the Town of Bluffton and Beaufort County will execute such applications for permits as may best be processed in either or both of their capacities as governmental bodies. It is acknowledged that the Army Corps of Engineers and DHEC wetland permits and land disturbance permits will likely be submitted as a joint County-Town application, which may also be joined by SCDOT as a co-applicant.

c. Beaufort County, after consultation with the Town of Bluffton, shall approve the initial design and construction specifications of the Buckwalter Commercial Frontage Road and its profile, as the Buckwalter Commercial Frontage Road right of way shall be dedicated to Beaufort County after completion of construction. Preliminary design requirements from the County include two twelve foot travel lanes with usual and customary turn, acceleration and deceleration lanes within the Property as contained in the SCDOT Blue Book, with at least one multi-use path on one side completely through the Property. US 278 access to the Buckwalter Commercial Frontage Road will be a limited access right in, right out movement, with a deceleration lane only off of US 278, and Buckwalter Parkway access to the Buckwalter Commercial Frontage Road shall be a full access roundabout, unless the traffic study commissioned by the Hospital with the assistance and guidance of Beaufort County Engineering indicates that it should be only be a traditional four way full access intersection with appropriate acceleration and deceleration lanes. Provisions for a future connector southward from the Property towards the Berkeley Place commercial area shall be incorporated into plans, as well as a westward connector from the Property towards Island West Planned Unit Development. The road shall be curb and gutter with sidewalks on both sides. Storm water design for the road shall be coordinated with the Hospital's storm water requirements for its on-site development so as to have an integrated storm water master plan. Design parameters for the Buckwalter Commercial Frontage Road required by Beaufort County should be made available to the Hospital no later than 45 days after approval by Beaufort County of this Agreement. It is acknowledged road and landscaping enhancements requested by the Hospital beyond the initial design requirements will be at Hospital's expense.

d. Beaufort Memorial Hospital shall be responsible for the timely payment of the invoices for services and application fees in regards to the design and permitting of the Buckwalter Commercial Frontage Road, but the Hospital shall receive a credit against future Beaufort County Road Facilities Development Fees for the actual costs expended by the Hospital on the Buckwalter Commercial Frontage Road. These credits shall be evidence by prepayment certificates at the time the funds are expended by the Hospital, which credits shall be based upon the amount of commercial square footage to be constructed by the Hospital on the Property (such as medical office buildings), as such expenditures for the construction Of the Buckwalter Commercial Frontage Road would satisfy Road Facilities Development Fee requirements. There shall be no diminution in

value due to Road Facilities Development Fee increases in the future (i.e., 10,000 s.f. of pre-paid fees at today's rate of SI 1.29 per s.f. will still satisfy the requirements for 10,000 s.f. of commercial medical office space (or its future equivalent category) regardless of any rise in the commercial rate, provided further that any decrease in the commercial rate will accrue to the benefit of the Hospital (i.e., additional square footage shall be available if the fee should be less than in effect when paid).

II. CONSTRUCTION

- a. The parties agree that the completion of the Buckwalter Commercial Frontage Road and associated infrastructure improvements within the time frame necessary to provide access and utility service to the medical office buildings to be constructed on the Property by the Hospital is an integral and essential element of this Agreement, as is coordination with the US 278 widening project to achieve economies of scale and avoid lack of essential access during construction and site occupancy. The Hospital shall provide the necessary right of way for the road and associated drainage, and shall receive a credit for land dedication in accordance with Section 82-88 (c). To the extent that additional land is required for the roundabout from adjacent landowners, such adjacent landowners likewise shall be eligible to receive credit against future Road Facilities Development Fees in like manner.

- b. The parties further agree the Hospital may submit a build proposal for the Buckwalter Commercial Frontage Road and associated improvements which shall meet or exceed applicable state and county design requirements. If the Hospital's proposal(s) and its unit costs are comparable to similar road projects presently under construction in Beaufort County, and Beaufort County receives a legal opinion from its attorneys that such proposal does not violate any procurement statute or ordinance, the Hospital shall use its procurement process to award the contracts. If placed for normal bidding through Beaufort County's procurement process, Beaufort County agrees to include provisions in the road improvement and/or utility installation contract specifications and plans which provide for a completion date of the Buckwalter Commercial Frontage Road and associated infrastructure improvements no later than ten months after contract execution, and that failure to stay within the designed critical path for completion by more than one month (with due allowance for inclement weather delay) shall constitute a material breach of such contract. Beaufort County shall include contract provisions in the construction documents making the Hospital an intended third party beneficiary of said contract(s), which shall provide that the contractor's failure to complete the road and associated improvements in accordance With the required terms set forth herein, including completion dates, and to provide continuous functional construction access to the building sites of the Hospital may subject the road building contractor to a claim from the Hospital for damages that may be proven to have been incurred by Hospital by virtue of the contractor's failure to perform, including, but not limited to, loss of revenue from the buildings that are unable to obtain a Certificate of Occupancy from Beaufort County as a result of the delay and any increased construction and or financing costs. In an effort to mitigate damages, Beaufort Memorial Hospital shall have the right, but not the obligation, to demand Beaufort County terminate the contract with the road contractor and allow the Hospital to complete that portion of the road construction not

timely completed by County's contractor. In such event the road contractor may be liable for the amount paid or incurred by the Hospital to complete the road improvements and for such other damages as may be proven and provided for by law. In the event of default by the contractor, Beaufort County shall pay any amounts due under the Contract to the Hospital, and Beaufort County agrees to participate as a party Plaintiff in any litigation against the defaulting contractor to recover all costs and damages due to the Hospital as a result of the default.

III. PAYMENT FOR CONSTRUCTION COSTS

a. Recognizing the present inability to fully fund the construction of the Buckwalter Commercial Frontage Road by either of the governmental parties or SCDOT, Beaufort Memorial Hospital will fund the construction costs of the Buckwalter Commercial Frontage Road and pay invoices as they come due, but the Hospital will receive credits against future Beaufort County Road Facilities Development Fees for the actual amounts paid for the construction costs of the Buckwalter Commercial Frontage Road, with such credits to be evidenced by pre-payment certificates in the same manner as described in Section I(d) above.

b. Further recognizing that the costs of the design, permitting and construction of the Buckwalter Commercial Frontage Road and associated roundabout and access may exceed the amount of Road Facilities Development Fees due from the Hospital to Beaufort County for the Hospital's future construction, the Town of Bluffton and Beaufort County agree to use their best efforts to obtain such other monies as may become available through grant application or otherwise to supplement the funds available for repayment of the costs to construct the Buckwalter Commercial Frontage Road.

c. It is acknowledged that present fiscal demands for existing under construction projects as part of Beaufort County's Capital Improvement Program have required the designation of funds from the Road Facilities Development Fee program to complete those projects. The Town of Bluffton and Beaufort County agree to reimburse the Hospital for the costs to construct the Buckwalter Commercial Frontage Road and associated roundabout and access not covered by the Hospital's projected Road Facilities Development Fees from future Road Facilities Development Fees not already earmarked for these other sales tax projects as they may become available in the future. It is acknowledged that the timing of these future reimbursements is uncertain, and it likely will be several years prior to such fees becoming available.

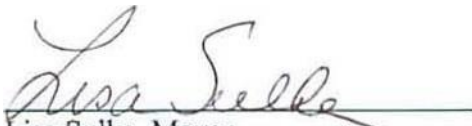
d. Notwithstanding the foregoing, in the event a project that would generate Road Facilities Development Fees is proposed that would connect to or take access from the Buckwalter Commercial Frontage Road or associated roundabout and access, such fees will be collected and reimbursed to the Hospital until the costs of the Buckwalter Commercial Frontage Road and associated roundabout and access have been fully reimbursed to the Hospital.

IV. MISCELLANEOUS

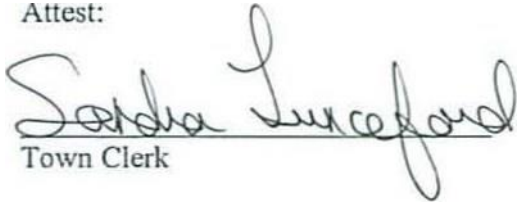
- a. If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.
- b. The above recitals are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Town of Bluffton and Beaufort County, acting under the authority of their respective governing bodies, and Beaufort Memorial Hospital, acting by and through its Board of Trustees, have approved this Intergovernmental Agreement, authorized its authorized officers to duly execute same in triplicate, any of which is to be considered an original, thereby binding the Town, County and Hospital for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

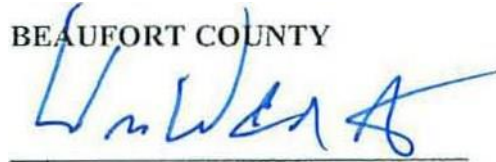
TOWN OF BLUFFTON


Lisa Sulka, Mayor

Attest:


Town Clerk

BEAUFORT COUNTY


Weston Newton, Chairman

Weston Newton, Chairman

Attest:



Sue Rainey, Clerk to County Council

SIGNATURES CONTINUE ON FOLLOWING PAGE

BEAUFORT MEMORIAL HOSPITAL



Jerry Schulze, Chairman

Attest: 

David L. Tedder, Secretary

EXHIBIT B

Buckwalter Commercial Frontage Road

2D. US 278 FRONTAGE ROADS: BUCKWALTER COMMERCIAL

Project Summary

Design Firm: Florence & Hutcheson, Inc.

Project Manager: David Beaty, Florence & Hutcheson, Inc.

The Buckwalter Commercial frontage road will reduce traffic on US 278 by connecting Lost Oaks Drive to 1 Parkway. Two medians are scheduled to be closed by SCDOT on US 278 in this vicinity. This frontage road lane road. Each lane will be 11 ft. wide with 6 ft. wide shoulders on each side.

Project Status

All documents for execution were submitted to the Town of Bluffton at the end of November, 2008, to be in development. The Town of Bluffton plans to coordinate with developers to assure the frontage road is consistent with future area development. Construction costs are estimated at \$1.04 million.

PROJECT NUMBER AND TITLE	Budget (Anticipated Total Expenditures)	Expended FY2007 to date	Encumbered as of 6/30/2010	Expended to date + Encumbered TOTAL
02D - US278 Frontage Rds (The Gatherings to Graves Rd)	\$5,375,944	\$1,790,190	\$1,364,908	\$3,155,098



Thanks,

Ryan Lyle, P.E.
Project Manager

Andrews & Burgess, Inc.

Exhibit C

Minutes of Beaufort County Finance Committee – February 21, 2011

February 21, 2011

FINANCE COMMITTEE

February 21, 2011

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

The Finance Committee met on Monday, February 21, 2011 at 3:00 p.m. in the conference room of building two, Beaufort Industrial Village.

ATTENDANCE

Finance Committee members: Chairman Stu Rodman, Vice Chairman William McBride, and members, Steven Baer, Brian Flewelling, Paul Sommerville, and Jerry Stewart attended. Member Laura Von Harten absent. Non-committee member Rick Caporale, Gerald Dawson and Herbert Glaze were also present.

County Staff: Milton Boswell, Assessor's Office; Morris Campbell, Community Services Division Director; Todd Ferguson, Emergency Management Division Director; Bryan Hill, Deputy County Administrator; Ed Hughes, Assessor; Gary Kubic, County Administrator; Monica Spells, Compliance Officer; David Starkey, Chief Financial Officer; Dave Thomas, Purchasing Director; William Winn, Director of Public Safety.

Public: Doug Henderson, Treasurer Elect; Dick Stewart; David Tedder, Attorney representing Beaufort Memorial; Rick Toomey, Beaufort Memorial Hospital CEO.

Media: Richard Brooks, *Bluffton Today*; Joe Croley, Hilton Head Association of Realtors; Kyle Peterson, *Beaufort Gazette/Island Packet*.

Pledge of Allegiance: The Chairman led those present in the Pledge of Allegiance to the Flag.

INFORMATION ITEM

3. Discussion of Beaufort Memorial Hospital Property Full Road Access to U.S. Highway 278 and Buckwalter Parkway.

Discussion: Mr. David Tedder, representing Beaufort Memorial Hospital, stated this Committee met two weeks ago and examined the proposed intergovernmental agreement among the County of Beaufort, the Town of Bluffton, and the Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road. Several questions arose and were discussed. Most were regarding an access point at Buckwalter Parkway. Since that time, Engineer Steve Andrews has been working with the County's Engineering Department. The Town of Bluffton has discussed this and is in support of this and the acceptance of the roundabout, and is wants this to move forward. He stated since the last meeting he has provide chronology and backup data on how we went from 1999 to 2011 with road studies, traffic analysis and what needed to be done which shows this frontage road has been out there for 12 years. He distributed a handout of the proposed changes of the intergovernmental agreement related to the comments received at the last committee. He stated he incorporated in to the whereas clause the discussions with County Council and county staff that led to the senses that a traffic roundabout should be considered as an alternative to a full access four-way intersection at the Buckwalter Parkway. We are now currently soliciting proposals for the design of a roundabout suitable. It is recognized in the intergovernmental agreement that the roundabout may require additional property from across the street from the Bluffton Parkway.

Page 4, Section 1 - A. – the acknowledgement that we are agreeing that a traffic engineering firm with substantial experience in designing roundabouts will be selected by the Hospital and County after obtaining at least three proposals and the cost will be added to the approved professional's services fees was added to the intergovernmental agreement.

Page 4, Section 1 – C was changed to clarify the road design and time table for the design parameters.

Page 5, Section 2 – A an acknowledgement of what the County Ordinance, Section 82-88 provides language to say if land is dedicated to the County for a system improvement there is an impact fee credit available, therefore the language to the extent of additional land from property owners, across the street, is required, they will required a traffic road facilities development fee credit was added to the intergovernmental agreement.

Page 5, Section 3 – B and C language was inserted so that it was clear that the associated roundabout and access is includes as part of the cost the Hospital is asking credits back for. In Page 5, Section 3 – D language was included so that the impact fees generated from tie-ins to the system improvement is available to the Hospital as repayment.

Mr. Stewart stated at the last meeting we talked about this in respect to the Access Management Plan for Buckwalter Parkway, and his understanding was that we were going to get some modification / amendments proposed since we never considered roundabouts in the original Plan and are not putting in something that was not associated with it. Is this consistent with what is being proposed? Does it meet the requirements of the Engineering staff with respect to the distance from the lighted intersection of U.S. 278? Do we foresee a kind of traffic congestion / problem with people backed up on U.S. 278 at high traffic periods because of the traffic circle?

Mr. McFee stated insofar as the amendments to the Access Management Plan, the County

Administrator has the staff recommended changes in order to more clearly codify the use of roundabouts. He stated he does not believe a roundabout is in the engineer's transportation toolbox. In order to make sure they are in the engineer's transportation toolbox, it is under review. In regard to the performance of a traffic circle at that location, once more specific information is received it will be easier to tell.

Mr. Stewart wanted to know if a traffic circle will be a full service intersection. Mr. McFee stated it will allow full access.

Mr. Stewart stated it seems it is not meeting the 2,000 feet between signals. Mr. McFee stated it is an issue of semantics. As far as functionality is concerned, and solving the problem with regard to access and safety, this is appropriate. Mr. Stewart's concern is the location of the roundabout. Is the distance from U.S. 278 a sufficient distance?

Mr. Tedder stated we need to move forward on this. The Hospital has done all the due diligence under the ordinance. The Hospital has dealt with the engineers and has asked for their recommendation on a traffic engineer to hire. The way this is written it says how we are going to incorporate those recommendations into this. If it does not call for a full roundabout and full access is unachievable, it is doubtful that the rest of the Hospital Board will vote to buy this property. This will then go away. He would like to move forward with a process that includes an improved traffic analysis under the guidance of the County, with the assistance of the Town of Bluffton. The Hospital needs some confirmation to move forward in conjunction with our public partners to get this figured out. It is consistent. The Access Management Plan calls for a full access point there, without a light.

Mr. Baer stated he will submit his one page of questions. He stated it is unclear that the location of this roundabout is the best location for all the people who are going to use it. Moving it closer to Sea Turtle Cinema so that it is a multiuse roundabout makes more sense. He would like some unbiased study of that.

Mr. Tedder stated the Master Plan for the property across the street from the proposed site shows an intersection that has already been approved. The Hospital has taken into account what is happening across the street. What has been done to accommodate the Theatre is at the behest of the County engineers and the Town, provide a stub out to run down the 14 to 25 acres below the proposed site to the Theatre parking area, so they will be connected.

Mr. Baer would like to see that in diagram form. Mr. Tedder stated they provided Planning Department with those diagrams.

Mr. Baer stated this item was presented as an off agenda item on January 4, 2011. Then we received a presentation February 7, 2011, where handouts were given at the meeting. Today again

handouts were given out at the meeting, different from the ones received last Friday. Our job is due diligence for the tax payers. He stated he wants this to happen, it is a good use. In doing due diligence for the taxpayer, if the materials were provided a week before January 4 when this appeared as an off agenda item, giving us a month to ask and add questions we would be voting on this in Council now. Instead it is coming to us in pieces. How can we vote on this? Mr. Tedder stated he has provided materials in a timely manner to County staff. Whether they got to Council before the meeting or not, he does not know. Today was the only time he has provided documents at the meeting. He stated he is trying to provide Council with information.

Mr. Stewart brought forth the fact that the roundabout will be more costly and will require acquisition of land that had not been factored. The County is being asked to accept this and accept the additional cost of the County. He stated he would like to see this done, but there are so many uncertainties that are hitting us at the last minute, that we do not know. We don't know what this impact will be. We have already projected impact fees into the future for existing projects on the books.

Mr. Rodman stated the location of the roundabout that is a current permitted access and what we are talking about is whether it is expanded or updated to a traffic circle or a signal. Mr. Tedder stated the 2007 Traffic Management Plan shows an intersection (C1) that includes turn lanes in both ways and acceleration lanes out both ways. We are proposing to expand out the area required to be used, due to a roundabout taking up more space. His understanding is that under the 2007 approved Traffic Management Plan, there cannot be a signalized intersection at that point. It is a full access only, with turn lanes. In order to address the County's concerns, Bluffton's concerns, and the Hospital's concerns, we looked at the Traffic Impact Analysis done for this project and acknowledged it needs to be updated. In those discussions, the potentiality for the need of a roundabout, rather than a stop sign intersection was determined desirable. We are trying to move forward adding that study onto our study so we can justify that. That additional cost is to be included in the design and permitting portion of this. If it turned out that future traffic studies did not justify the roundabout, would the Hospital be comfortable with the current access – stop signs, acceleration and deceleration lanes. Mr. Tedder stated it is likely, but it is contingent on the Hospital having access to the new traffic study, so they can do their due diligence. The Hospital does not want to design a failure for the County. He continued by saying that if the Hospital Board gets to a point and sees where it will not work, they will not purchase the property.

Mr. Rodman clarified that before the Hospital buys the property, they will have to understand that the traffic piece will work. Mr. Tedder stated this information and the permitting of the road are prerequisites for closing on this property.

Mr. Stewart wanted to know what it would take to move the traffic circle further south. Is that impossible to do? We are already going to be incurring additional costs, above and beyond what we envisioned it to be. Let's do it now versus doing it less than appropriately and be sorry for it in the future. Why can't the engineers get together? Why can't the traffic circle move further south on the Parkway so it is further removed from the intersection?

Mr. Tedder replied money. At least two or three properties would have to be condemned to be able to do that. They will not want to have their property condemned.

Mr. Baer stated they will get better access. Mr. Tedder stated he is not speaking for the people, but it is his understanding they do not feel that way.

Mr. Kubic stated he asked Mr. Rob McFee to come up with the engineering changes so that a text amendment could eventually be proposed. His position, as administrator, is that he does not like putting in traffic lights. You are stopping traffic. We spent money on Buckwalter and Bluffton Parkway to move traffic from one end to another, continuously, at a certain speed as a parkway or major thoroughfare. We did not want a major roadway where curb cuts would occur every five feet. We passed the Access Management Plan and designated that C1 intersection. When the Hospital came forward, his recommendation was if it reasonable to assume you'd have more trips and they wanted a backdoor, that something other than a traffic light should be introduces. He stated he was trying to keep all sides moving forward. He does not want the Hospital to withdraw the project. He sees it as an economic development. He agrees with Councilman Stewart in understanding if a roundabout is better. We have tried to keep five to six items moving at the same time, recognizing that the only static piece we have is the Traffic Management Access Plan that has identified a CI intersection at that location. He stated he does not like crossovers on medians. If it was his choice and a roundabout couldn't be done, he'd suggest right turn in, right turn out. Unfortunately that will not meet the Hospital's expectations. When he first learned about the project, he instructed Mr. McFee to take a look at all of the options for backdoor frontage connectivity, which included Island West, the Hospital, Sea Turtle, and the property across the street from the C1 intersection to see what would be feasible. They came back with a lot of different recommendations. All of it came back to trying some alternate would be a very expensive proposition. As a fallback position, after the last meeting he does have the text changes that deals with distance and size and new tool in our toolbox, but he stated he has to follow through appropriate steps in introducing a text amendment. The Planning Department is currently looking at it. It will then go to the Planning Commission. It may take some time. He recommends us to find a way to allow the process to continue so that we do not jeopardize a potential investment in the area. He is hoping there is a way to allow all of those things to go to the next step. In any event, if the traffic analysis is going to require some type of study and the Hospital feels it is not going to work, the project won't be going forward anyway.

Mr. Sommerville stated if the Hospital does not purchase this property and move forward with this project, we don't know if or when that property will be developed. We know the money will come in if the Hospital purchases it. If they do not, we do not know if it will ever come in. there is money there that will only be available if the Hospital buys. The Traffic Management Access Plan he assumes the Town of Bluffton, Beaufort County, and SCDOT are the parties. Mr. McFee stated it is just Beaufort County. It was developed with Beaufort County and the Town of Bluffton as a signatory.

Mr. Sommerville stated if we want to amend that all it is going to take is action from the two councils. The only reason we would have to amend it is if we decide put in a traffic light. Right now that is not being contemplated. Mr. Kubic stated a modification would have to be made if the plan is not accepted at face value. We have an ordinance. Anything that is different than the ordinance would require an amendment.

Mr. Sommerville stated the current Traffic Management Access Plan allows us to put in a roundabout. Mr. McFee stated the Plan does not allow us in a signal. It is silent on all other aspects.

Mr. Sommerville wanted to know if improvement of an intergovernmental agreement requires three readings and a public hearing. Mr. Tedder stated the County has been approving intergovernmental agreements by resolution. Chapter 82 provides for an agreement to be presented to the Council for approval.

Mr. Sommerville stated when this leaves Committee; it goes to Council for one reading by resolution. There are always some unanswered questions that can be answered between now and the next Council Meeting, February 28, 2011. He stated he is scared to let this languish in Committee.

It was moved by Mr. Sommerville, seconded by Mr. Flewelling, that Committee approve and recommend to Council approval of an intergovernmental agreement among the County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Flewelling stated he would appreciate it if Mr. Baer would send his list of questions to all of Council to make sure they are fully answered. Mr. Tedder asked if he has permission to respond directly to those questions to all Council members or should it be sent to staff. Mr. Rodman stated he could send it to everyone.

Mr. McBride concurred with Mr. Sommerville in that it is time to move this forward. The Hospital has been working on this and trying to find property for many months. They have done what they were told they needed to do to bring this forward and meet the spirit of the compliance of our ordinance in place. It would not be fair to them to delay them any longer. We can move this forward with a recommendation for approval of Council with the understanding that any additional questions Council has will be submitted to the Hospital Board or whomever the appropriate person is and the answers to be received before it goes before County Council. If the answers are not satisfactory, we will have a vigorous discussion at County Council before a vote is taken.

Mr. Rodman stated before the Hospital is going to purchase the property they want to make sure that the roundabout will work or that the access point will work. Mr. Tedder concurred. Mr. Rodman continued by saying he believes that to be a couple months of work to figure that out. Mr. Tedder stated at the Natural Resources Committee, they presented the critical path on getting this done. The Hospital is not buying the property, closing on the property, until a wetland permit is obtained for the crossing that must be obtained to get to the point of where the roundabout goes. It is important to know what to design, because it has to be taken in to account for the submission of the core and OCRM. No, the Hospital is not going to buy this property if they cannot have suitable access that functions properly. It needs to work properly.

Mr. Rodman the Hospital is asking for a credit against impact fees, up to the amount they will front in to pay for the study and the building of the road. Mr. Tedder stated that is correct.

Mr. Rodman stated we know we will come short on the 1% sales tax and have prioritized and have projects underway that assume most of the impact fees. How will the Hospital get paid if the impact fees don't materialize? Mr. Tedder stated the Hospital acknowledges that there is a possibility that we may not get paid back for decades. That is why they ask that the certificates be issued. They anticipate receiving the impact fees for anyone that ties in, because they are using the infrastructure the Hospital has provided. The Hospital also asks the County and the Town to use their best efforts in finding other money to help out. The Board understand that there is a possibility of being out some money for awhile, but anticipate that the impact fees at full build out would be sufficient to cover everything but the roundabout.

Mr. Rodman wanted to know if anyone is uncomfortable with concept of the Hospital front ending the money and getting paid back in the future. Mr. Caporale stated he is not uncomfortable with it, but the question arises that if the impact fees begin to accrue, do we get into a scrap as to how they are proportioned. Mr. Flewelling added he is very comfortable with the idea of using impact fees to pay for specific improvements related to that project, but he would like to identify which properties would be drawn down (the properties the future impact fees would be used from). He wants specificity. Mr. Tedder stated he could provide that information. Mr. Caporale stated it would satisfy his concern as well.

The vote was – FOR: Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Sommerville. OPPOSED – Mr. Baer and Mr. Stewart. ABSENT - Ms. Von Harten. The motion passed.

Mr. Baer's questions and concerns are attached to the minutes.

Recommendation: Council approves an intergovernmental agreement among the County of Beaufort, the Town of Bluffton and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Thoughts, Comments and Questions on BMH Access Road Project - February 21, 2011

1 - Proposed Use:

- The Healthcare facility seems to be a good use and good for the area. It will create jobs, although we have been told it will not pay taxes. Perhaps other related businesses will spring up nearby, that will pay taxes.

2 - Road and Traffic Design:

- It is not clear to me that the plan presented (2/7/11) is the best design for all the people of the area.

Questions include:

- What is the plan for this road? Is it a hospital driveway, or a full service access Rd. to the Buckwalter Parkway as envisioned in our 1% project book?

- Does the road proposed meet the standards envisioned in the 1% project list?

- What is the best traffic design to cover all the users in the area?

- It seems to me that such an access road should also meet the needs of the movie/restaurant complex nearby. Was there a joint design?

- It has been said that the proposed rotary violates our County access management plan. It has also been said that it seems designed for some other unknown land access purpose across Buckwalter parkway. That is not a bad thing, but given the high traffic movie/restaurant complex nearby, it seems that this road needs to be designed to cover all nearby purposes.

- Where is the traffic study for the project?

3 - Funding:

- A frontage road at Buckwalter Commercial was on the 1% project list at some point in time. (It was in the July 26, 2010 report.) However, that list lumped all the frontage roads into a single \$2,228,047 project. It is not known if any remaining money is available in that bundle, particularly after other commitments, and overruns. The entire 1% list had to be reprioritized and many projects put on hold. There are also new demands and uses for those funds emerging.

- What is the total cost of the project, and cost to County?

- How much is the hospital asking for: \$200,000, the full road construction cost, or some other number?

- Where is that money proposed to come from? What will it displace?

- What impact fees will be generated by this project?

4 - Presentation and Approval Methods:

- This appears to be a worthwhile project that I would like to see succeed. However, it is an example of how not to present complex material to CC for a rapid decision. This project was presented to us in a rushed fashion with major slides and handouts given to us in real time at meetings. That prevented any advance homework or research by Committees.

- First appeared Jan. 4, 2011 as an off agenda item at end of Natural resources Committee meeting.
- Next appeared as a presentation on Feb. 7, 2011 at Finance Committee meeting. Some (but not all) complex handouts provided during presentation.

The fastest way to get this project done would have been to put it on the agenda for Jan. 4, 2011 and provide handouts a week before. Then we would have had questions that could have been resolved in a month, and we could have voted by Feb. 4 or the next CC meeting thereafter. If we are going to do Due Diligence on behalf of taxpayers, we need to enforce some standards on the backup materials and timing of requests brought to us.

Steven Baer February 21, 2011

Exhibit D

Minutes of Beaufort County Council Meeting – February 28, 2011

February 28, 2011

Official Proceedings
County Council of Beaufort County
February 28, 2011

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

The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 28, 2011, in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman Weston Newton, Vice Chairman D. Paul Sommerville and Councilmen Steven Baer, Rick Caporale, Gerald Dawson, Brian Flewelling, Herbert Glaze, William McBride, Stu Rodman, Gerald Stewart and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Councilman William McBride gave the Invocation.

PROCLAMATION

Boys & Girls Clubs Month

Chairman Newton proclaimed March 20, 2011 through March 26, 2011 as Boys & Girls Club Week. Mr. Doug Barry, Executive Director of the Boys & Girls Clubs of the Lowcountry, and Ms. C.J. Humphrey, President of the Board of Directors, Boys & Girls Clubs of the Lowcountry accepted the proclamation.

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF BEAUFORT, THE TOWN OF BLUFFTON, AND BEAUFORT MEMORIAL HOSPITAL REGARDING ROAD DESIGN AND CONSTRUCTION OF BUCKWALTER COMMERCIAL PARK FRONTAGE ROAD

Mr. Newton reported he will be abstaining from any conversation or discussion with regard to this item. One of his law partners is involved, on behalf of one of the owners of this property, that Council's determination on this potentially could impact that entity or individual. As a consequence, to avoid even the appearance of impropriety, as is his custom, he will recuse himself from this matter. He has refrained from participating in any of the discussions of this matter so far at Council level and will leave the room and ask Mr. Sommerville to take over.

Mr. Newton passed the gavel to the Vice Chairman.

Mr. Newton temporarily left the room.

Mr. Sommerville stated this is a request by Beaufort Memorial Hospital to receive credits for impact fees it is subject to pay in the future against the cost of engineering and designing an access road into and through property at the corner of Buckwalter Parkway and U.S. Highway 278, one which possibly includes a roundabout. This is a Finance Committee recommendation.

Mr. Rodman, as Finance Committee Chairman, stated this is an expansion to Beaufort Memorial Hospital (Hospital) because their facilities in the Bluffton area are too small. No one disagrees with the proposal relative to the Hospital. The Hospital suggested that they would like to incur the costs of which would be an offset of the impact fees, if and when they would be collected. Our County Attorney has reviewed this and advised that he is comfortable with the agreement as proposed. Part of the concept, from a traffic planning standpoint, is this particular access road was in the long range planning for the transportation network. It is, however, not a part of our high priorities, in the sense that it is not in the current plan for the highway construction projects underway or CIP. In terms of what is possibly being disputed – if you can picture the intersection of U.S. Highway 278 and Buckwalter Parkway, moving to the south is the location of the proposed traffic circle. Under the current regulations, it is too close to the intersection of U.S. Highway 278 and Buckwalter Parkway to be considered for a traffic signal, but it is authorized to be a stop sign. What is being proposed is a traffic circle. That piece is in dispute. He believes there to be two ways to move forward: (i) Agree to the overall proposal and the issue of whether a traffic circle is appropriate would be handled by engineering in the due course of procedures; or (ii) This item be postponed until a majority of Council are satisfied with the traffic output. It came out of committee with a vote of 4:2. There is little disagreement that it is a good idea and a good approach, but there are concerns of whether or not there should be a traffic circle that close to the traffic signal at U.S. Highway 278 and Buckwalter Parkway.

Mr. Sommerville stated based on agreements between SCDOT, Beaufort County, and Bluffton Town, it has been agreed that an access road should be constructed. It was contemplated as part of the 1% Sales Tax Referendum. It is a prerequisite in order to close some medians on U.S. Highway 278, which cannot be closed until the access road is constructed. It is consistent with our desire and long-standing commitment to close those two medians on U.S. Highway 278. Regarding the question of whether or not there should be a roundabout / traffic circle, his understanding is that the intersection created by a non-signalized intersection will not be a failed intersection until the property is developed almost entirely. The question of building or not building a traffic circle does not have to be made today. This is supported by the Town of Bluffton. Our Impact Fee Ordinance permits this to happen and permits us to credit entities with impact fees to build roads that are part of our traffic plan in the event there is precedent. This item is time sensitive in that the Hospital needs to make a decision now of whether or not they are going to purchase the property. They cannot commit to that purchase until they have a guarantee that an access road will be built through the property, allowing egress and ingress for U.S. Highway 278 and Buckwalter Parkway. The initial expense that the Hospital is asking credit against would be an engineering study cost of approximately \$200,000, construction of the roadway, and a traffic circle.

Mr. Rob McFee, Division Director – Engineering and Infrastructure, stated there is no doubt that this fits into the long range plans for the roads with regard to U.S. Highway 278 interconnectivity frontage roads. It was a part of staff's recommendation that went to the Beaufort Transportation Advisory Group (BTAG) and County Council. Frontage roads for U.S. Highway 278 are the highest priority. Frontage roads in the Comprehensive Plan are not delineated X-Z, but frontage roads on U.S. Highway 278 are certainly in the Comprehensive Plan as a high priority. He believes we can move forward, but reserve the ability to have experts in roundabout design make sure everything is proper as we move forward. Discussions about pushing the roadway south are good ideas. We need to determine whether or not we have the appetite to do so.

Mr. Sommerville inquired as to whether or not his statement about it being speculative as to when this intersection may or may not fail in that a stop sign will work for a time, is accurate.

Mr. McFee replied certainly. The stop sign in the first phase will serve the purpose, but it will only be a matter of time before it does fail.

Mr. Rick Toomey, Beaufort Memorial Hospital Chief Executive Officer, stated there is some time sensitivity to the issue. Through a process, this land has been identified, approximately 20 acres on U.S. Highway 278 with an access road proposed to tie into the Buckwalter Parkway. The Hospital is looking at developing this over many years (15 to 20 years). The initial building would be approximately 40,000 to 60,000 square feet and a shelled in top floor for future use. The timeline is between the Hospital and sellers. There are a couple of milestone dates -- accessibility of the land to Buckwalter Parkway and the Army Corps of Engineers. The Hospital is looking at a 12 to 24 month period to work through this. The first critical decision is whether or not the land can have accessibility to the Buckwalter Parkway. At present, it has an access road off of U.S. Highway 278. As medical and outpatient services are developed, that will not serve the Hospital's purposes. Connecting into the Buckwalter Parkway is the key variable for the Hospital to continue with the process of closing on the property. There have been a lot of technical questions in regard to the intergovernmental agreement and road design. He turned that discussion over to Hospital representative and board member, Mr. David Tedder.

Mr. Tedder stated year 2000 was the first Short-Term Needs Study which identified frontage roads along U.S. Highway 278 as a high priority. The encroachment permit from the State, for this project, at that time in 2000 recognized there needed to be an access road. Planning continued. In 2006 the County adopted its current version of the Development Impact Fee Ordinance, in which Chapter 82 provides for an identified system improvement to be funded by a developer, in this case the Hospital. In that ordinance it identified this road as one of those system improvements. In 2006 this road was identified, and a funding opportunity that could be done through a developer or an accumulation of impact fees collected.

In 2007 there was an Access Management Study for the Buckwalter Parkway completed that addressed the particular intersection identified as C-1 and showed it as a full access intersection. Thereafter, in 2008, the County engineers, as part of the 1% Sales Tax and Impact Fee Program, created an Engineering Plan for this road that detailed that particular intersection as a full access road. That access point is critical in order to be capable of servicing the needs of the community for the Hospital. This is the end result of about three years worth of strategic planning, site location, and medical demographic studies. The Hospital looked at this, identified a way to pay for it, have an identified road improvement, and decided to go to the County's engineering department. He stated the Hospital's maximum build-out is 140,000 of medical office.

The traffic access studies done in 2006 and 2007, which became part of the Access Management Plan, assumed that amount of square footage on the property in question. The Hospital consulted with the Mr. McFee, Mr. Kinton, and Mr. Klink, and it was determined when looking at this project overall in conjunction to what we have in the area, it might behoove us to see if that is the best approach in doing it.

We then spent a couple of months working on whether the roundabout is the best way to deal with this. The Hospital's engineer has been interviewing roundabout engineers, because the County has asked that experts in designing roundabout be found. The Hospital currently has three in which costs is being discussed.

The terms of the Intergovernmental Agreement, brought before Council, provide for that study to be incorporated. It provides an opportunity for tweaking of the road design. The Hospital has included multi-use paths to connect the interconnectivity. The Hospital has worked with the Town of Bluffton to identify adjacent zonings and other potential uses. The Hospital believes they can accommodate those needs as this study goes forward. The timing issue on this is 14 to 20 months to get the Army Corps of Engineers permit. The milestone on this is to get the engineering done, identify the design, and get it into the permitting.

A road cannot be built until permits have been attained. We do have to have the basic design in order to submit a plan to OCRM and Army Corps of Engineers that is substantially what is going to be built so we are talking about hundreds of square feet of differences and potential wetland impacts. The Intergovernmental Agreement provides how the things are suppose to work when we are building system improvements. It is in the Capital Improvement Program (CIP) and has been. It just is not one of those projects Council chose to take the general pool of funds to build. He believes this has been used before. We believe we have the ability to move forward under the ordinance, implementing at least the design that was identified in the Access Management Plan and by County engineers, to tweak that to get what we need collectively, as the community of the Town of Bluffton, the Hospital, and the County as we move forward to design a roundabout that will service the need.

It was moved by Mr. Caporale, seconded by Mr. McBride, that Council approve an Intergovernmental Agreement among the County of Beaufort, the Town of Bluffton, and Beaufort Memorial Hospital regarding road design and construction of Buckwalter Commercial Park frontage road.

Mr. Baer thanked Mr. Tedder for the package of information provided over the weekend. The information provided changed his mind. The \$207,000 mentioned is really \$200,700 if you review previous data. Also, somewhere in the text it appears that if you build anywhere south of the Broad River, credit will be received for the impact fees.

Mr. Tedder stated there are two traffic districts for road impact fees in Beaufort County – southern and northern. Each of those had an identified set of system improvements that were then crunched by experts as to how much money was necessary to address future needs as opposed to past efficiencies. Those impact fees for what the Hospital does in the southern portion of this comes from only the system improvement area used to calculate the entire amount of traffic road facility development fees. He believes it is what the ordinance allows.

Mr. Baer stated Mr. Flewelling raised the desire to identify the properties that had impact fees that might be credited to this project (in the vicinity of the project).

Mr. Flewelling stated he will be voting against this tonight due to him not receiving the list of the identified properties.

Mr. Tedder replied that he had provided a multi-colored map as part of the package that identified each of the properties that looked like it could be extended down to the Sea Turtle Cinema, across Buckwalter Parkway, and over to Willow Run. He thanked Mr. McFee, Mr. Kubic and the GIS Department for working in creating the map, giving the mega data necessary for the Hospital's engineers to overlay the zoning with the listing of the potential uses in the PUD adjacent to Rural with Transitional that still remains in that area. We cannot quantify how many thousands of square feet might take access from the east of Buckwalter Parkway because that particular PUD can move commercial areas around that area. There is a significant amount allowed in there.

Mr. Baer's concern is that if you build far away in southern Beaufort County, why you should get credit for impact fees from that build for this project.

Mr. Tedder replied because it was in that service area. An example of this with another agency - Beaufort-Jasper Water and Sewer (BJWSA) has capacity fees and has service areas. If you over build and get capacity credits from them, you may only use them for projects within that service area. It is a common occurrence to allow credit against the service area for the impact fees, capacity credits, capacity fees, etc., for that particular area.

Mr. Baer asked, "As a Council, are we comfortable to such a broad area of applicable credit channeled into this project"?

Mr. Sommerville stated his understanding is that the guesstimate of the total impact fees that will be paid by the Hospital to Beaufort County is about \$1.6 million for this project that would not otherwise be available. That entire amount can be credited back to the Hospital that is using its own money. What happens if the costs exceed the total impact fees paid?

Mr. Baer stated suppose they build a building at Callawassee junction that generates \$1 million of impact in impact fees why is that \$1 million not devoted to fixing traffic problems near the building they are building at Callawassee. Why would it be channeled into this?

Mr. Sommerville stated under this agreement they can only recover the actual costs they incurred to build this access road. It is a finite number.

Mr. Tedder stated the area defined in the ordinance is the southern district, which includes everything in that development impact fee ordinance conglomeration of costs, then generated the fees. The Hospital is contributing to the pot regardless.

Mr. Sommerville wanted to know if it is fair to categorize this agreement as tracking the language in our ordinance.

Mr. Tedder informed Council that the County Attorney opined on that.

Mr. Sommerville stated he is referring to the development impact fee ordinance.

Mr. Tedder replied that is what is being tracked.

Mr. Rodman stated obviously if you build on the property for \$1.6 million then that offsets the impact fees. If the engineering study, costing approximately \$150,000, is complete and if the Hospital decides to go elsewhere, only that \$150,000 is subject for reimbursement.

Mr. Tedder replied in the affirmative. It is actual monies spent. It also has the caveat for whatever the Hospital spends, other than the initial engineering, has to be approved by Beaufort County to make sure the design is commensurate with what is wanted.

Mr. Rodman said it seems reasonable that the only place there would be a carryover if the Hospital went to another site would be the engineering work spent, prior to the time a decision was made, to go somewhere else.

Mr. Sommerville wanted to know if the Hospital will return with additional requests.

Mr. Tedder stated the last design build that used a process like this was the beginning of the Bluffton Parkway, then known as the east-west connector between Burnt Church Road and Highway 46. Engineers submitted a design, had the County approve it, and it was built under supervision. It was a staff level approval of the engineering because it was out of the blue book.

Mr. Flewelling stated he was under the impression that only those properties affected by this roundabout or the access road were to be included in the list of properties we were going to be collecting and applying to be used towards this project if necessary. That now is not the case.

Mr. Tedder stated it is a combination. The ordinance itself provides that if another party takes access or utilizes the system improvement, created, built, constructed by the developer, those fees would go to compensate the developer. All the properties that could potentially take access to the roundabout or the

frontage road are the potential subdivisions shown down to Sea Turtle are potential donors back to the cost of this road infrastructure improvement.

Mr. Stewart stated these monies, \$1.7 million, would be at build out. When it will be built out or if it will be built out, we do not know. We are assuming it will be built out for specifications. Also, we have no idea what this total cost will be. It is difficult to make the assumption that we are going to forego impact fees on a project for which we do not have a sound idea of what the final costs will be. He believes it will be well in excess of the \$1.7 million. That is dependent upon what happens at the intersection at Buckwalter Parkway. He has no problems with the Hospital, the plans they have, the use of the land, or what they are attempting. It is a question of getting it done properly today rather than finding out five years from now we made a mistake. We have to minimize and eliminate the problems that will come back to bite us in future years. He also expressed his happiness to see all of the documentation; unfortunately, Council should have had that information when we first started this process in January. Instead, it was seen piecemeal. He also commented on the long gap between the Hospital's process and when it was brought before Council. It could have come forward sooner and in a more logical manner. He is satisfied with the Hospital; however, has some questions for Mr. McFee. Are we or are we not making the decision to do a rotary / roundabout at Buckwalter Parkway? Are we saying we do not know what we are doing there?

Mr. McFee replied their original use will be able to function with a stop sign, but their ultimate use will not. In the desire to do what is right, a roundabout appears to be the tool that needs to be implemented now for the future. That is a discussion going forward -- whether or not a roundabout should or should not go there. That goes back to what the Hospital business model says and what their investment 10 to 15 years down the road will look like. What the Hospital is trying to secure tonight is an agreement that Council, per the ordinance, agrees to allow the credit of the impact fees for them to move forward towards finalizing this design, based on their business model and all the other rules and regulations.

Mr. Stewart commented across Buckwalter Parkway the tract of land is under agreements and will be developed. We know the four-way stop will fail. It is not an acceptable end point. It would be negligent to approve something knowing it will fail sometime in the future. He does not want to approve something that is going to fail. He wants to know tonight what is going to be built there, what it is going to cost to build it, and what the County is committing to. We need to understand that now, as opposed to sometime in the future. If we go forward with this, we are making the decision that we need a roundabout and it will, at sometime and someday, need to be paid for. That way is by crediting the impact fee. We are now making a decision, in less than a month, to spend \$1.7 million plus the amount spent on the roundabout. We will be well in excess of \$2.0 million. To make that decision in short-order is very difficult, especially when we have been talking about another project, for about the same amount of money, that has been going on for well over one to two years, yet we cannot come to grips with. He wants to know, before voting on this item, what it is Council is approving.

Mr. Toomey stated if it was just a one-building concept for the Hospital, we would not be looking at having 20 acres. This is being looked at as a long-term endeavor. No one has a definitive fact to say the system will fail. In the original scoping of the site, it was designated that even with 120,000 build out, the four-way stop would work. The Hospital does not want this to fail or come close to failing. This is looked at as a multiple-building campus site. The Hospital is willing to do what is right. It is better to do it on the frontend then to do it on the backend where there is a lot more disruption of services. He would rather invest the money up front to make it right. He is in agreement with Mr. Stewart.

Mr. Tedder stated on Page 4 of the Intergovernmental Agreement, the access is defined as "Buckwalter Parkway access to the Buckwalter commercial frontage road shall be a full access roundabout unless the traffic study commission by the Hospital with the assistance and guidance of Beaufort County engineering indicates that it should only be a traditional four-way access." We are not going to build a problem for our successors to have to deal with 10 to 20 years from now.

Mr. Stewart stated here tonight we are moving downstream to have an access point which is a roundabout. He is satisfied up to that point. He would still like to see it moved further south. It would be better suited. He encouraged everyone to find a way to move it further south to minimize the impact to the main intersection at U.S. Highway 278 and Buckwalter Parkway. He will vote in favor of the project this evening, but believes we still have some work to do.

The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. RECUSAL – Mr. Newton (He left the room, and was not present for any of the discussion or the vote). The motion passed.

Mr. Newton reentered the room.

The Vice Chairman returned the gavel to the Chairman in order to continue the meeting.

The Chairman passed the gavel to the Vice Chairman in order to receive committee reports.

ADJOURNMENT

Council adjourned at 7:50 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Wm. Weston J. Newton, Chairman

ATTEST: _____

Suzanne M. Rainey, Clerk to Council



BEAUFORT COUNTY COUNCIL

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation for contract award for IFB #090619 for new Solid Waste Used Oil Equipment

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

September 18, 2019

Committee Presenter (Name and Title):

Dave Thomas, CPPO, CPPB, Purchasing Director

Issues for Consideration:

Beaufort County issued an Information for Bid (IFB) to solicit bids from qualified firms to provide equipment and installation to Beaufort County Public Works Department Solid Waste and Recycling Section under the FY20 SCDHEC Used Oil Grant awarded June 17, 2019. Gas/Oil mixture tanks will be replaced at the Bluffton and St. Helena Convenience Centers due to increased traffic and to improve conditions of the collection tanks. Both were approved and will be funded by the Department of Health and Environmental Control.

Points to Consider:

The staff evaluation committee reviewed the proposals for proposed cost. Evaluation committee members consisted of John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent, Cindy Carter, Solid Waste Coordinator and Ashley Jenkins, Recycling Coordinator. The panel evaluated the firms according to the IFB specifications and determined Southeastern Environmental Waste Equipment Company to be the lowest responsive/responsible bid.

Funding & Liability Factors:

Solid Waste and Grant Account 23440011-52400. Budget allowance \$70,301.00.

Council Options:

Approve or Disapprove the purchase/contract award

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,307.09 to Southeastern Environmental Waste Equipment Company.



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 E. Flewelling, Chairman, Public Facilities Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: IFB #090619 Beaufort County Solid Waste Used Oil Equipment
DATE: September 10, 2019

BACKGROUND: Beaufort County issued an Information for Bid (IFB) to solicit bids from qualified firms to provide equipment and installation to Beaufort County Public Works Department Solid Waste and Recycling Section under the FY20 SCDHEC Used Oil Grant awarded June 17, 2019. Gas/Oil mixture tanks will be replaced at the Bluffton and St. Helena Convenience Centers due to increased traffic and to improve conditions of the collection tanks. Both were approved and will be funded by the Department of Health and Environmental Control.

The staff evaluation committee reviewed the proposals for proposed cost. Evaluation committee members consisted of John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent, Cindy Carter, Solid Waste Coordinator and Ashley Jenkins, Recycling Coordinator. The panel evaluated the firms according to the IFB specifications and determined Southeastern Environmental Waste Equipment Company to be the lowest responsive/responsible bid.

VENDOR RANKING AND INFORMATION:

COST

- | | |
|---------------------------------------------------------|--------------|
| 1. Southeastern Environmental & Waste Equipment Company | \$ 68,307.09 |
| 2. Safe-T-Tank Corporation | \$ 75,042.58 |

FUNDING: Solid Waste and Grant Account 23440011-52400. Budget allowance \$70,301.00.

FOR ACTION: Public Facilities Committee on September 18, 2019.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$68,307.09 to Southeastern Environmental Waste Equipment Company.

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

Attachment: 1.Bid tab



BEAUFORT COUNTY COUNCIL

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

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.

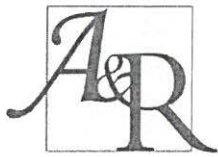
Thank you for your patience and cooperation during the review process.

Sincerely,

Handwritten signature of Lauren Kelly in cursive script.

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^{1,2}. 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.

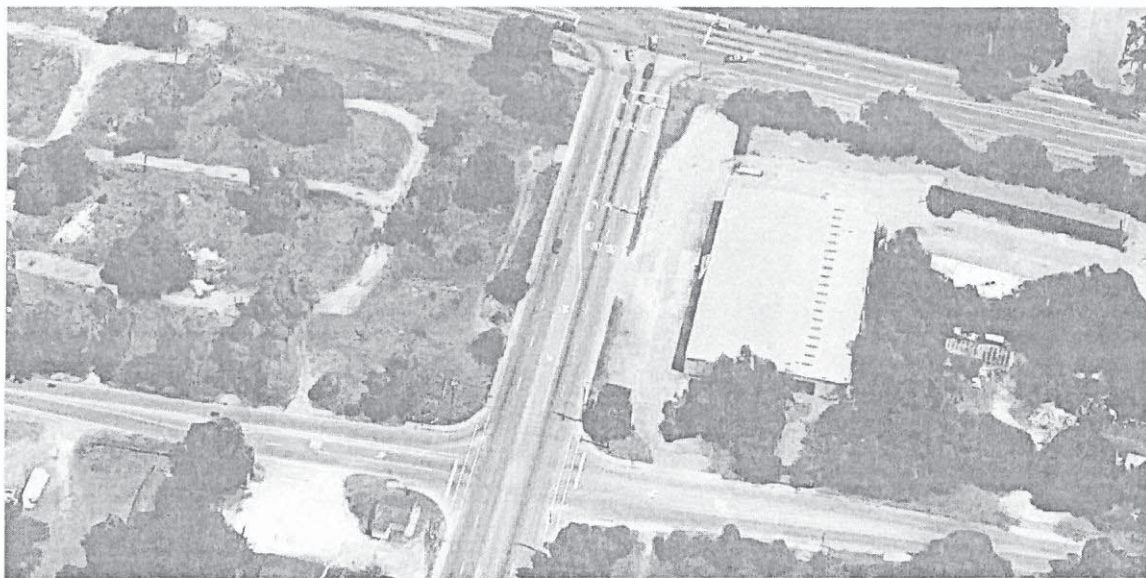
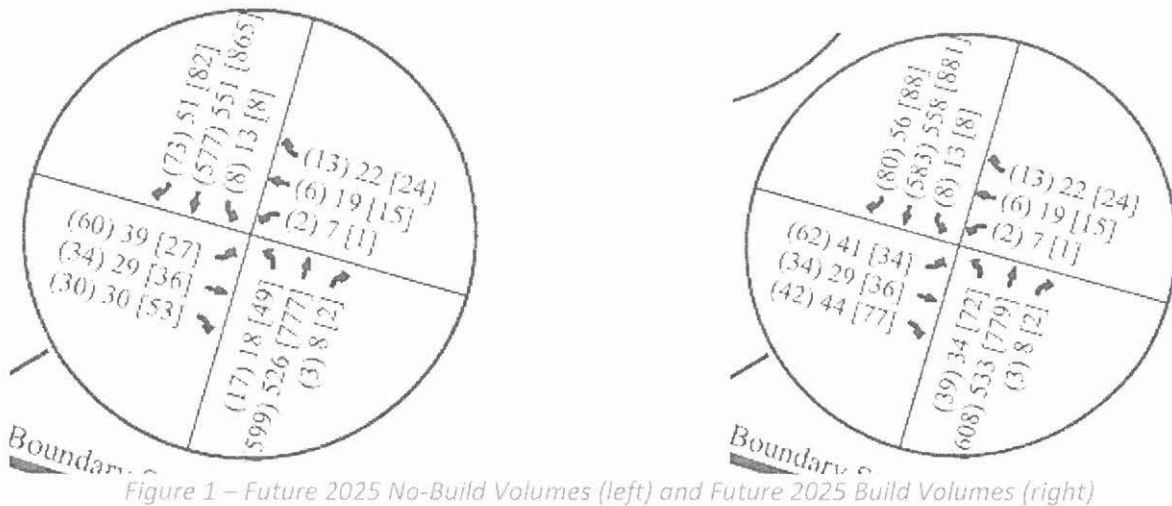


Figure 2 – Aerial of County Shed Road at US 21 (Parris Island Gateway)

¹ 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

² 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

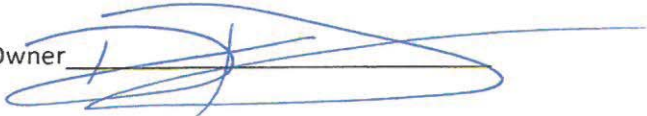
Contractor to provide traffic control and flag men per SCDOT requirements. Contractor to also perform certain work at night per SCDOT requirements.

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

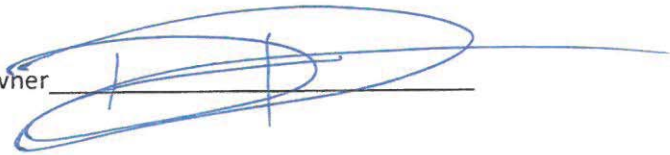
Install Tunnel, Ramps, Retaining Walls and Associated Work

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

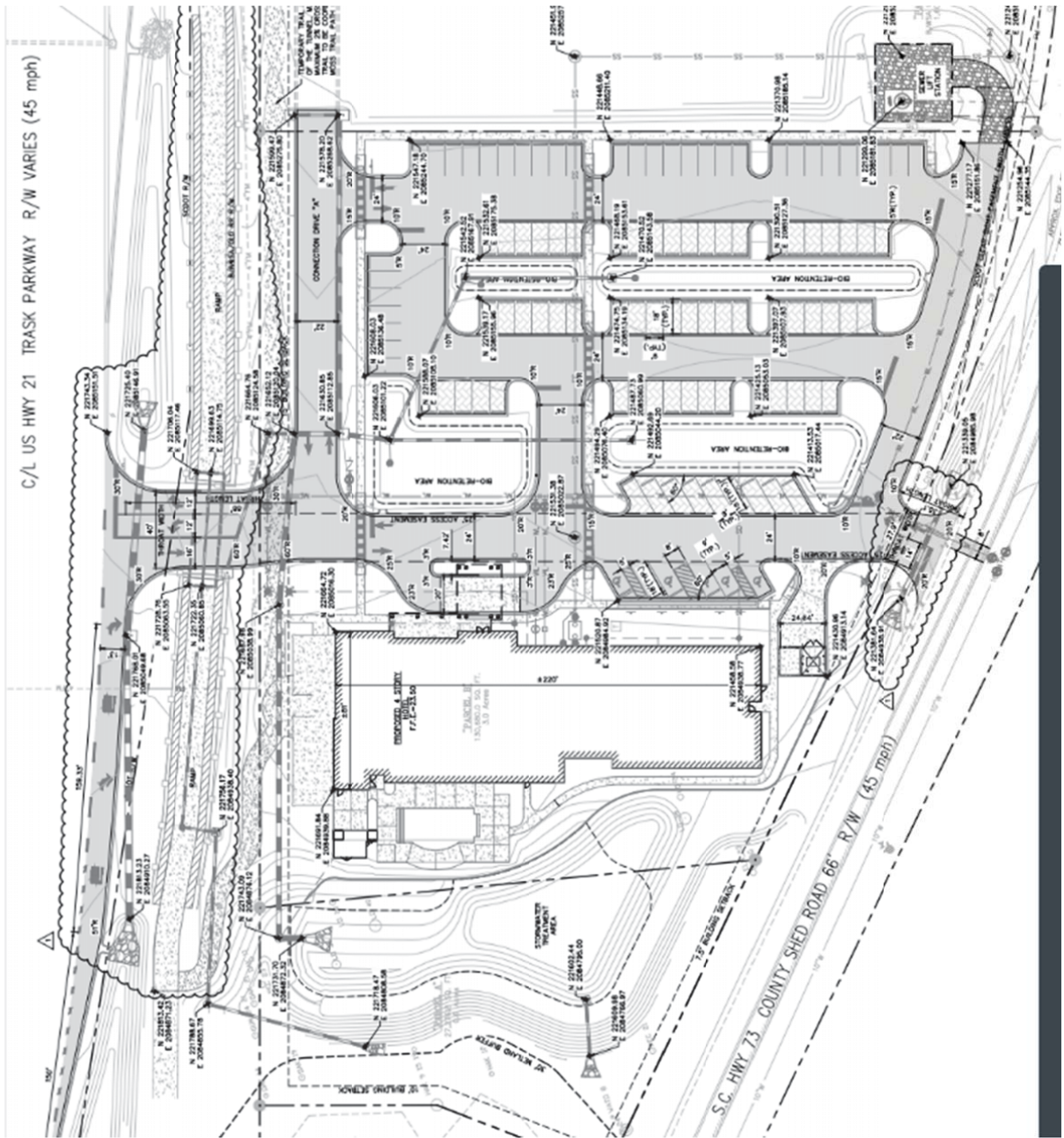
Total	\$679,805
Overhead and Profit	\$67,980
Total Cost	\$747,785

All Permits By Owner
All Bonds By Owner

Contractor Bernie Fallon

Owner 

C/L US HWY 21 TRASK PARKWAY R/W VARIES (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 contract 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

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

Engineering & Surveying

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

Construction

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

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

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

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

East / West Road

Land Cost

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

Engineering & Surveying

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

Construction

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

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

Note:

Constrution Costs Estimated from Actual Contract

Storm drainage not included in estimate

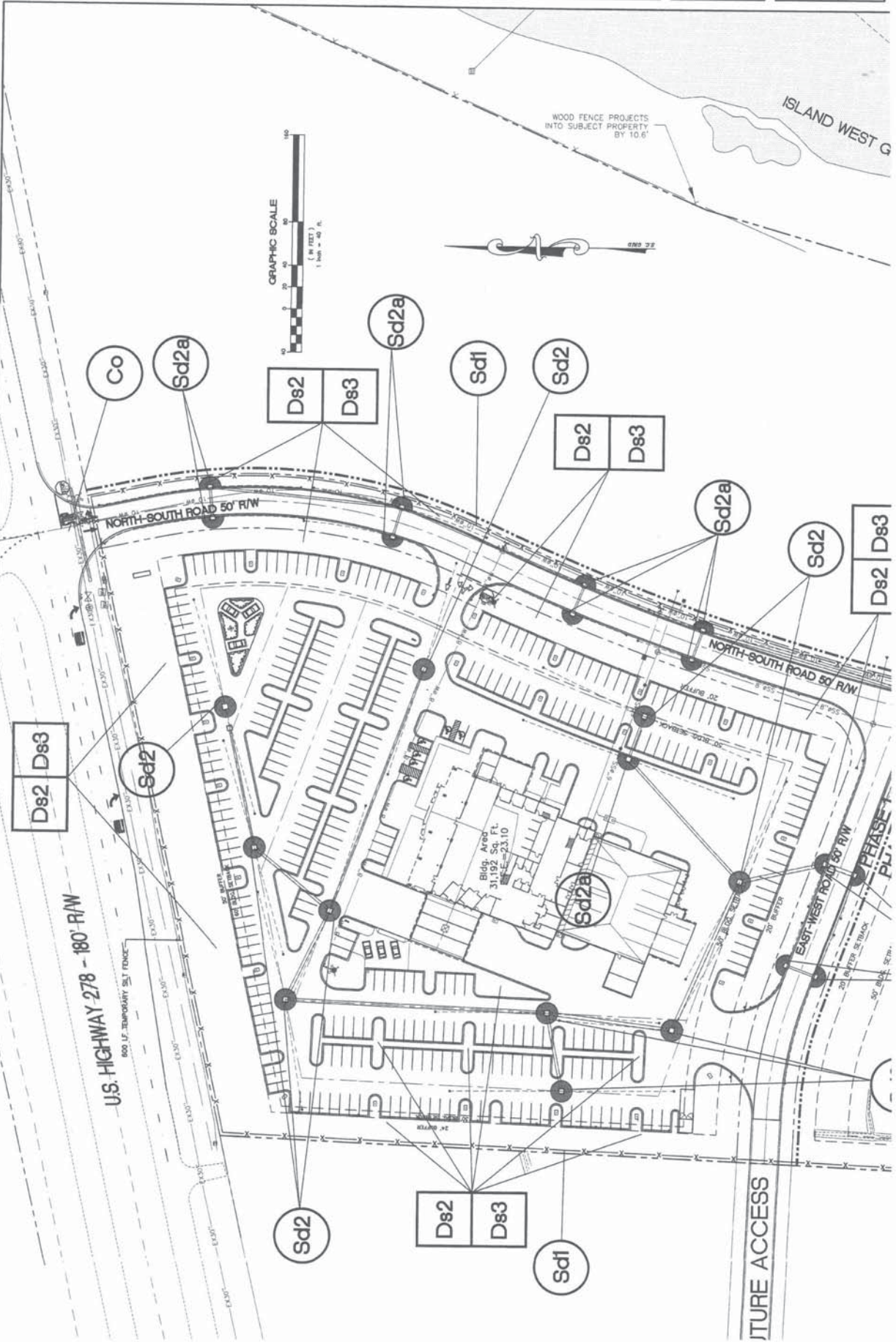
NO.	DESCRIPTION	DATE	BY
1	REVISED PER COUNTY COMMENTS	7/27/05	RAG
2	REVISED PER COUNTY COMMENTS	7/27/05	RAG
3			
4			
5			
6			
7			
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Andrews Engineering Co., Inc.
 40-A Shalaska Road
 Beaufort, S.C. 29505
 (843) 465-0088 FAX (843) 465-0788

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

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

 No file attached

 No file attached

Ne...

2019-08-07T15:24:04

Comments:

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



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



TO: Ashley Jacobs, Beaufort County Administrator

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

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

DATE: August 19, 2019

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

JRM/JWC/bmaf

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

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 Sitework	Bluffton BTFD Shared Sitework	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	Drain 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	Slitework 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
88	Subtotal	\$ 273,126	\$ 27,183	\$ 397,080	\$ 352,883	\$ 1,966,799	\$ 3,017,073	
89	Overhead & Fee	\$ 17,253	\$ 1,767	\$ 25,810	\$ 22,938	\$ 127,842	\$ 196,110	
90	Estimate Total	\$ 290,879	\$ 28,950	\$ 422,890	\$ 375,821	\$ 2,094,641	\$ 3,213,183	
	5% Contingency	\$ 14,544	\$ 1,448	\$ 21,145	\$ 18,791	\$ 104,732	\$ 160,659	
	Project Budget Total	\$ 305,423	\$ 30,398	\$ 444,035	\$ 394,612	\$ 2,199,373	\$ 3,373,842	
				52.95%	47.05%			
		BTFD	EMS	BLUFFTON	TOTAL			
	SHARED COST %	25%	25%	50%	100%			
	BTFD/EMS COST %	50%	50%		100%			
	Design & Permit BTFD/EMS	\$ 152,712	\$ 152,712	\$ -	\$ 305,423			
	Design & Permit Shared	\$ 7,600	\$ 7,600	\$ 15,199	\$ 30,398			
	BTFD/EMS Sitework	\$ 222,017.50	\$ 222,017.50	\$ -	\$ 444,035			
	Bluffton BTFD/EMS Shared Sitework	\$ 98,653	\$ 98,653	\$ 197,306	\$ 394,612			
	Construction Phase	\$ 1,099,687	\$ 1,099,687	\$ -	\$ 2,199,373			
	Total	\$ 1,580,668	\$ 1,580,668	\$ 211,505	\$ 3,373,841			



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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:

An ordinance for the sale of Bob Jones Fields to Holy Trinity School.

Points to Consider:**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 PROPERTY KNOWN AS BOB JONES FIELD OR BOB JONES PARK

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

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

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

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

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

This _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL

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

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.

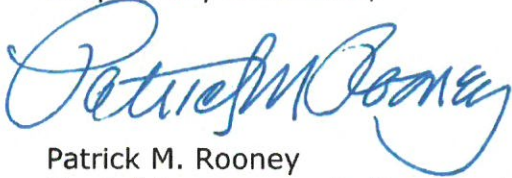
Theodore D. Washington Municipal Building
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910
Telephone (843) 706-4500 Fax (843) 757-6720
www.townofbluffton.sc.gov

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



PROJECT START

2,463 LINEAR FEET SECTION OF NEW 5' SIDEWALKS ALONG SHULTS RD.

1,120 LINEAR FEET SECTION OF NEW GOETHE RD. SIDEWALKS ALONG GOETHE RD.

2,719 LINEAR FEET SECTION OF NEW GOETHE RD. SIDEWALKS ALONG GOETHE RD.

SECTION OF NEW GOETHE RD. SIDEWALKS CONTINUE ON NORTH SIDE OF BLUFFTON PARKWAY FOR ANOTHER 904 LF

RD. NORTH SIDE OF BLUFFTON PARKWAY FOR ANOTHER 1,067 LF. IN BEAUFORT COUNTY

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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

Council Committee:

Public Facilities Committee

Meeting Date:

September 3, 2019

Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

Conveying a deed to BJWSA for a portion of parcel R600 041 000 0008 0000 located at 35 Fording Island Road Extension for the purpose of accessing and servicing a Lift Station.

Points to Consider:

Lift Station services Sea Trawler Restaurant. Parking is limited and a few parking spaces will need to be blocked-off to provide access to BJWSA. Other access options have been explored, but because of orientation of the control panel, wetwell, valve pit and a designated area for bypass equipment, other access locations are not feasible. County could take over lift station and follow SC DHEC standards (found at <https://www.scdhec.gov/sites/default/files/docs/Agency/docs/water-regs/61-9.610.pdf>) for operation of station which includes a biweekly station checks, maintain spare replacement parts (approximately \$1,500 for pump), acquire necessary permits and report overflows to SC DHEC with with date, time, the amount of spill, and how it was handled for cleanup. In a neglect situation this can carry a fine.

Funding & Liability Factors:

Council Options:

Grant deed to BJSWA or County take over lift station and follow all SC DHEC Standards and provide all maintenance and costs associated. Regardless of owner, parking must be blocked in front of the station for emergency situations.

Recommendation:

Grant deed to BJWSA

Ordinance No. 2019/ _____

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

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 041 000 0008 0000 located at 35 Fording Island Road Extension being the same property conveyed to Beaufort County in Deed Book 3687 at Pages 1233-1238.

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

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading

Public Hearing

Second Reading

First Reading

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

witness signature

Notary Public signature

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

By: _____

Its: _____

STATE OF SOUTH CAROLINA

)

PROBATE

COUNTY OF BEAUFORT

)

)

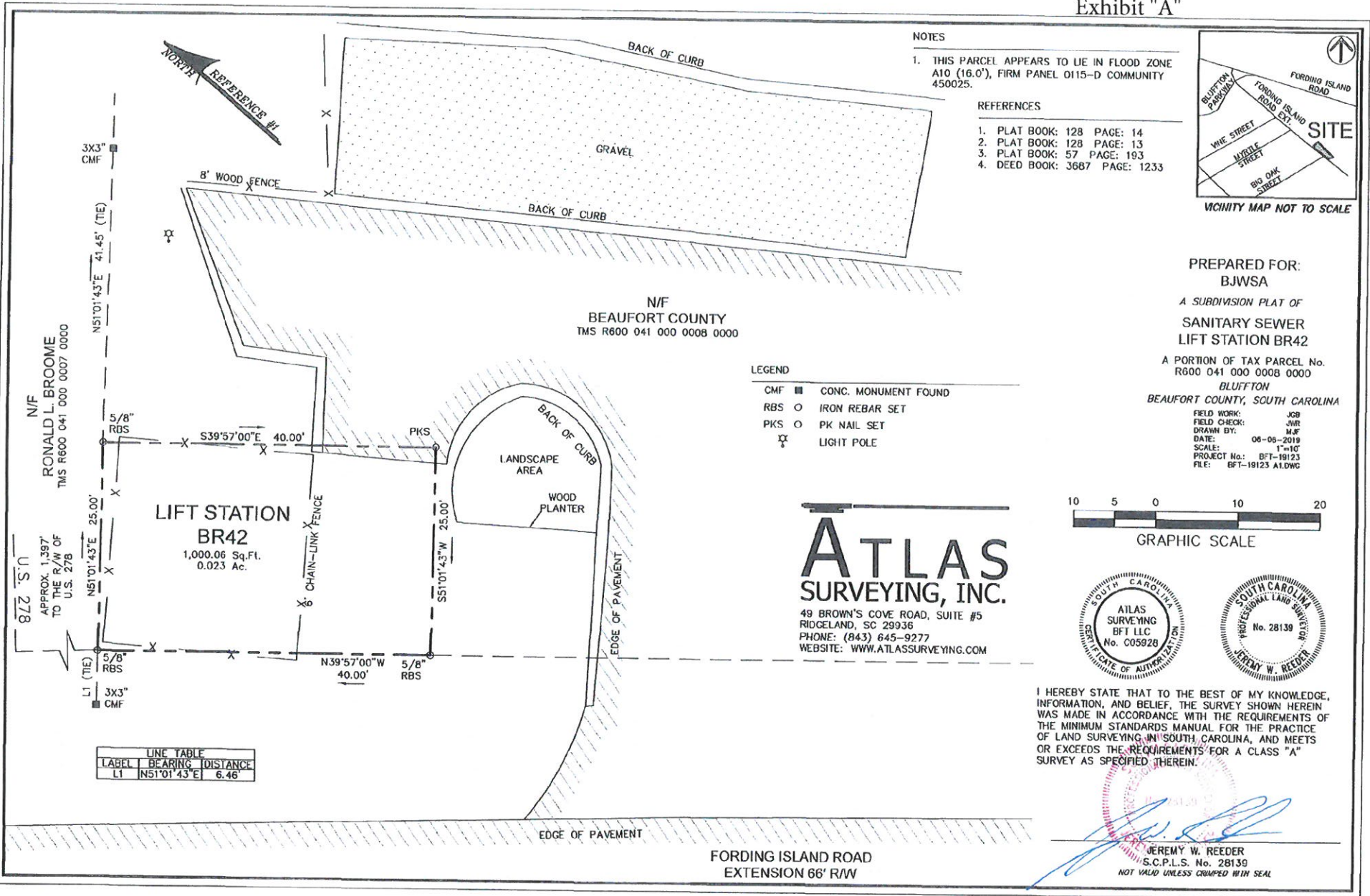
PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Beaufort County, a political subdivision of the State of South Carolina, by _____ its _____, sign, seal and as its act and deed, deliver the within written Deed, and that s/he with the other witness above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

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

Notary Public for South Carolina
My Commission Expires:

witness signature

Exhibit "A"



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

- REFERENCES
1. PLAT BOOK: 128 PAGE: 14
 2. PLAT BOOK: 128 PAGE: 13
 3. PLAT BOOK: 57 PAGE: 193
 4. DEED BOOK: 3687 PAGE: 1233



N/F
 BEAUFORT COUNTY
 TMS R600 041 000 0008 0000

- LEGEND
- CMF ■ CONC. MONUMENT FOUND
 - RBS ○ IRON REBAR SET
 - PKS ○ PK NAIL SET
 - ☉ LIGHT POLE

PREPARED FOR:
 BJWSA
 A SUBDIVISION PLAT OF
 SANITARY SEWER
 LIFT STATION BR42
 A PORTION OF TAX PARCEL No.
 R600 041 000 0008 0000
 BLUFFTON
 BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: JGR
 FIELD CHECK: JWR
 DRAWN BY: MRF
 DATE: 06-06-2019
 SCALE: 1"=10'
 PROJECT No.: BFT-19123
 FILE: BFT-19123 A1.DWG

ATLAS
 SURVEYING, INC.

49 BROWN'S COVE ROAD, SUITE #5
 RIDGELAND, SC 29936
 PHONE: (843) 645-9277
 WEBSITE: WWW.ATLASSURVEYING.COM



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

Jeremy W. Reeder
 JEREMY W. REEDER
 S.C.P.L.S. No. 28139
 NOT VALID UNLESS CRIMPED WITH SEAL

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

FORDING ISLAND ROAD
 EXTENSION 66' R/W



OFFICE OF THE COUNTY ATTORNEY
 Post Office Drawer 1223 · Beaufort, SC 29901
 102 Industrial Village Road, Building #1
 843.255.2025 (O) · 843.255.9414 (F)

TYPE OF REVIEW

- Ordinance/Resolution
- Buy, Sell, Lease (Real Property)
- MOA/MOU/IGA
- Other _____

LEGAL REVIEW REQUEST FORM

Document Title	Title to Real Estate for BJWSA portion of CC parcel R600 041 000 0008 0000
Specific Concerns about Document	Legal needs to review for ordinance process
Requestor Name and Department	Patty Wilson-Engineering
Requestor Email and/or Phone No.	pwilson@bcgov.net 255-2694
Date Needed By	08/09/2019

Preferred Method of Return to Requesting Department:

- Interoffice Mail
- Email
- Pick-Up at Legal Dept.

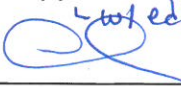
If review is to buy, sell, or lease real property provide the following information:

County Council Meeting Date	09/03/2019
-----------------------------	------------

LEGAL DEPARTMENT USE ONLY

Date Received	7/8/19, 8/19/19	Legal Staff Receiving	BWS
---------------	-----------------	-----------------------	-----

Approved Not Approved

not edits attached


 Date 8/23/19

n/a

 Date

Legal Department Staff

Date

Ashley Jacobs, County Administrator

Date

Additional Comments to Approval or Rejection:

emails from BJWSA included in review for support of ordinance - Re: proposal would eliminate County Parking spaces.
Next Step - P.F. Committee agenda

Ordinance No. 2019/ _____

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

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 041 000 0008 0000 located at 35 Fording Island Road Extension being the same property conveyed to Beaufort County in Deed Book 3687 at Pages 1233-1238.

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

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading

Public Hearing

Second Reading

First Reading

Ordinance No. 2019/ _____

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

WHEREAS, Beaufort County owns real property ("County Parcel") known as TMS No. R600 041 000 0008 0000 located at 35 Fording Island Road Extension being the same property conveyed to Beaufort County in Deed Book 3687 at Pages 1233-1238.

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

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on Exhibit "A" on attached "Title to Real Estate" and

as "Lift Station BR42" and being approximately 1,000.06 sq. ft (0.023 ac.),

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

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

- (1) The County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described herein.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Stewart H. Rodman, Chairman

~~APPROVED AS TO FORM:~~

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

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading
Public Hearing
Second Reading
First Reading

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

witness signature

Notary Public signature

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

By: _____

Its: _____

STATE OF SOUTH CAROLINA

)

PROBATE

COUNTY OF BEAUFORT

)

)

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

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

Notary Public for South Carolina
My Commission Expires:

witness signature

Ward, Brittany

From: Wilson, Patricia
Sent: Friday, August 16, 2019 2:18 PM
To: Dennis Holland
Cc: Ward, Brittany
Subject: RE: BJWSA Pump Station on County parcel R600 041 000 0008 0000

Thanks Dennis,
I have copied the County Legal Department so they can review the options in anticipation of County Council questions.

Respectfully,

Patty Wilson
Right of Way Manager
Beaufort County
120 Shanklin Road
Beaufort, SC 29906

843-255-2694 WK
843-812-1144 Cell
pwilson@bcgov.net

From: Dennis Holland <Dennis.Holland@bjwsa.org>
Sent: Friday, August 16, 2019 1:31 PM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: RE: BJWSA Pump Station on County parcel R600 041 000 0008 0000

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Hello Patty,

Sorry it has taken so long to get back with you, it has been a little busy this week. You are correct with options 1, and 2 are not possible for maintenance on this station with the orientation of the control panel, wetwell and the valve pit. The station is currently set up in a way that a bypass pump or generator can be placed inside the fence in the event maintenance is needed for a longer period of time. Not to mention the Vacuum truck that must have access to within 12' of the wet well for cleaning.

Option 3 is an option you may want to consider. To operate this station, we follow the SC DHEC standards (In the link below) for operation of stations which includes a biweekly station checks, maintain spare parts at our shop and spare pumps for replacement. The most common problem we have with a station with limited use such as this is replacement of the pumps. The cost of the small pumps in this station run about \$1,500 and depending on the amount of use they may last 5+ years in a limited use situation and then you also have power and grounds maintenance.

<https://www.scdhec.gov/sites/default/files/docs/Agency/docs/water-regs/61-9.610.pdf>

The only other option is to provide a pump station deed to BJWSA so that we can rope the area off to keep vehicles from parking and blocking access to the station. Unfortunately, regardless of whom the owner is parking must be blocked in front of the station for emergency situations.

One additional note on emergency situations, any overflows must be reported to SC DHEC with date, time, the amount of spill, and how it was handled for cleanup. In a neglect situation this can carry a fine.

I hope this helps.

Dennis

Dennis Holland
Engineering - Sr. Construction Manager
Dennis.Holland@bjwsa.org

BJWSA
6 Snake Road
Okatie, SC 29909
Phone: 843-987-8093
<http://www.bjwsa.org>

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From: Wilson, Patricia <pwilson@bcgov.net>
Sent: Thursday, August 15, 2019 1:54 PM
To: Dennis Holland <Dennis.Holland@bjwsa.org>
Subject: BJWSA Pump Station on County parcel R600 041 000 0008 0000

This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hello Dennis,

It was nice to meet you and Timothy in person. I wanted to send you an email to recap what was discussed at site visit on 13 August.

1. Access via back or sides is not an option because equipment could damage buried and above ground components trying to access and maintain the pump.
2. Access via Broome Parcel R600 041 000 0007 0000 would involve tree removal and possible reconfiguration of components with additional expenses.
3. Since pump station only services Sea Trawler Restaurant, County could take over ownership and responsibility of pump station which would include additional requirements and responsibilities for the County.

I look forward to your email containing more details regarding option 3 above. The more information we can provide County Council the better.

Thanks,

Patty Wilson
Right of Way Manager
Beaufort County
120 Shanklin Road
Beaufort, SC 29906

843-255-2694 WK
843-812-1144 Cell
pwilson@bcgov.net

From: Dawn Bates <Dawn.Bates@bjwsa.org>
Sent: Tuesday, August 6, 2019 11:36 AM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: RE: Got a quick question . . .

Forwarding to Dennis Holland for help with this.

We'll be back in touch.

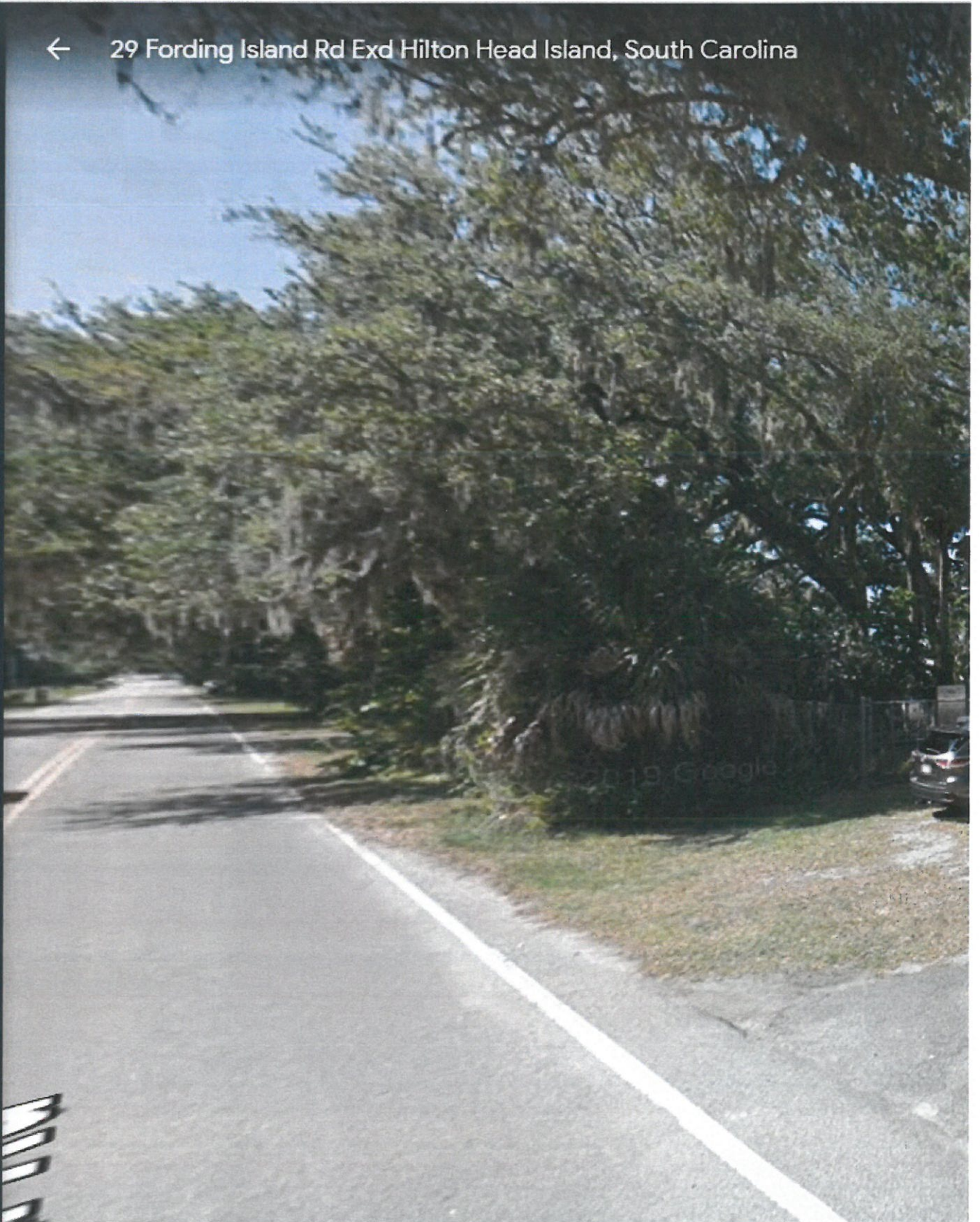
From: Wilson, Patricia <pwilson@bcgov.net>
Sent: Tuesday, August 06, 2019 11:31 AM
To: Dawn Bates <Dawn.Bates@bjwsa.org>
Subject: RE: Got a quick question . . .

This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dawn,
The legal department anticipates questions from County Council regarding extending the lift station easement into the parking lot. Lack of parking has been a hot topic with County Council recently. Is it possible to access from the other side (Broome Parcel R600 041 000 0007 0000) or trim brush and access from the front? See below.



29 Fording Island Rd Exd Hilton Head Island, South Carolina



Respectfully,

Patty Wilson
Right of Way Manager
Beaufort County
120 Shanklin Road
Beaufort, SC 29906

843-255-2694 WK
843-812-1144 Cell
pwilson@bcgov.net

From: Dawn Bates <Dawn.Bates@bjwsa.org>
Sent: Monday, July 1, 2019 2:37 PM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: RE: Got a quick question . . .

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Sent: Monday, July 01, 2019 2:15 PM
To: Dawn Bates <Dawn.Bates@bjwsa.org>
Subject: RE: Got a quick question . . .

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Dawn,

Legal just called me and has a question. See the highlighted area on attached. Does that area have to be included? There are concerns about parking area and legal is anticipating questions from County Council due to limited parking spaces. Please call if you have questions.

Kindest regards,

Patty Wilson
Right of Way Manager
Beaufort County

From: Dawn Bates <Dawn.Bates@bjwsa.org>
Sent: Friday, June 21, 2019 8:09 AM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: RE: Got a quick question . . .

Thanks - db

From: Wilson, Patricia <pwilson@bcgov.net>
Sent: Friday, June 21, 2019 6:16 AM
To: Dawn Bates <Dawn.Bates@bjwsa.org>
Subject: RE: Got a quick question . . .

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I am forwarding to legal.

Kindest regards,

Patty Wilson
Right of Way Manager
Beaufort County

From: Dawn Bates <Dawn.Bates@bjwsa.org>
Sent: Thursday, June 20, 2019 3:56 PM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: RE: Got a quick question . . .

Yes, I assumed as much. I guess my question should have been could you be person who would take care of getting it to the proper people with the county.

I've attached the document and the plat. If you could please get these to the Co's legal department, I would appreciate the help.

Thanks -
db

Dawn Bates
Operations & Engineering Coordinator
Dawn.Bates@bjwsa.org

BJWSA
6 Snake Road
Okatie, SC 29909
Phone: 843-987-8046
Fax: 843-548-0139
<http://www.bjwsa.org>

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From: Wilson, Patricia <pwilson@bcgov.net>

Sent: Wednesday, June 19, 2019 10:38 AM

To: Dawn Bates <Dawn.Bates@bjwsa.org>

Subject: RE: Got a quick question . . .

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Dawn,

As you know, everything in the County has to go through County Council with the legal department's approval. You can send it to me and I can forward it to the legal department for review. Thanks, Patty



Respectfully,

Patty Wilson
 Right of Way Manager
 Beaufort County
 120 Shanklin Road
 Beaufort, SC 29906

843-255-2694 WK
 843-812-1144 Cell
pwilson@bcgov.net

From: Dawn Bates <Dawn.Bates@bjwsa.org>
Sent: Tuesday, June 11, 2019 11:27 AM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: Got a quick question . . .

I've got a deed for a lift pump station site on a piece of property now owned by Beaufort County. Can I send it to you to be signed? Or is Mr. Bindle still working w/ the Co? Do I send to him?

Long story/short: It's the lift pump station site that was constructed to serve Roller's Restaurant at 35 Fording Island Road Ext. The engineer for the project did not provide the signed deed as part of the close-out. They were in a huge hurry to get the project permitted and restaurant open. The engineer was going to get it to us later. That never happened. That is one of the reasons that we won't close out a project (other than projects for the Co) unless we've got all the easement/deeds associated w/ the project.



We were hoping that since the Co now owns it, we could get a document signed that would transfer the site to BJWSA.

Thanks - db

Dawn Bates

Operations & Engineering Coordinator

Dawn.Bates@bjwsa.org - *****Please update your records to reflect my new email address.*****

BJWSA

6 Snake Road

Okatie, SC 29909

Phone: 843-987-8046

Fax: 843-548-0139

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Carter, Kathy

RECEIVED

JUL 08 2019

Beaufort County Staff Attorney

From: Wilson, Patricia
Sent: Monday, July 8, 2019 3:35 PM
To: Inglese, Christopher; Ward, Brittany
Cc: Carter, Kathy
Subject: RE: Title to Real Estate for BJWSA Portion of CC Parcel 041 000 0008 0000
Attachments: Title to Real Estate for BJWSA Portion of CC Parcel 041 000 0008 0000 - ENGINEERING (002).pdf; Ordinance-BJWSA LIFT STATION FORDING IS EX.docx; BJWSA lift station deed R600 041 000 0008 0000.pdf; BJWSA lift station survey 060619 Exhibit A.pdf

Chris,
Please review attached word ordinance to submit to PFC for BJWSA Deed.

Thanks,

Patty Wilson
Right of Way Manager
Beaufort County
120 Shanklin Road
Beaufort, SC 29906

843-255-2694 WK
843-812-1144 Cell
pwilson@bcgov.net

From: Carter, Kathy <kcarter@bcgov.net>
Sent: Tuesday, July 2, 2019 11:14 AM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: Title to Real Estate for BJWSA Portion of CC Parcel 041 000 0008 0000

Hi Patty,

Please see attachment for Chris' comments regarding the document you submitted for review. You will note, Chris has indicated the document needs to go to Public Facilities Committee.

Thank you,

Kathy L. Carter
Legal Department
Beaufort County
P. O. Drawer 1228
Beaufort, SC 29901-1228
Tel.: (843) 255-2055
Fax: (843) 255-9414



OFFICE OF THE COUNTY ATTORNEY
 Post Office Drawer 1223 • Beaufort, SC 29901
 102 Industrial Village Road, Building #1
 843.255.2025 (O) • 843.255.9414 (F)

TYPE OF REVIEW
 Ordinance/Resolution
 Buy, Sell, Lease (Real Property)
 MOA/MOU/IGA
 Other

RECEIVED

JUN 25 2019

LEGAL REVIEW REQUEST FORM

Document Title	Title to Real Estate for BJWSA portion of CC parcel R600 041 000 0008 0000
Specific Concerns about Document	Legal needs to review for ordinance process
Requestor Name and Department	Patty Wilson-Engineering
Requestor Email and/or Phone No.	pwilson@bcgov.net 255-2694
Date Needed By	07/12/2019

Beaufort County Staff Attorney

Preferred Method of Return to Requesting Department:

- Interoffice Mail
- Email
- Pick-Up at Legal Dept.

If review is to buy, sell, or lease real property provide the following information:

County Council Meeting Date	08/05/2019
-----------------------------	------------

LEGAL DEPARTMENT USE ONLY

on Hold 7/1/19
 PC w/ P.W. 7/1/19

Date Received	06-25-19	Legal Staff Receiving	Kathy L. Carter
---------------	----------	-----------------------	-----------------

Approved Not Approved



 Legal Department Staff Date 7/1/19

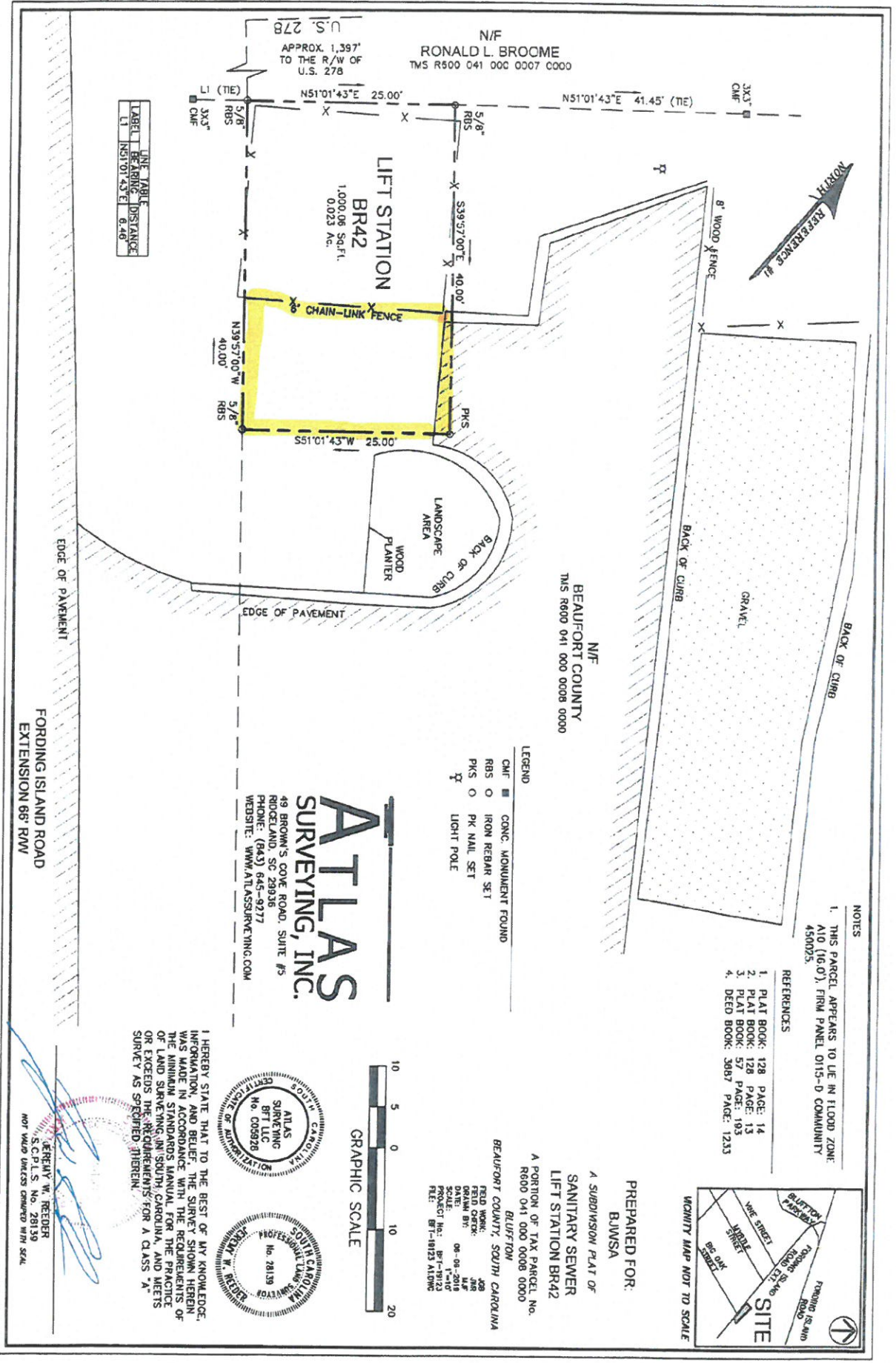
n/a Dept. Send to Public Facilities Committee

 Ashley Jacobs, County Administrator Date

Additional Comments to Approval or Rejection:

- ① area needed includes area outside of fenced area and into Parking area
- ② Requires Public Hearing/Ordinance for conveyance of Real property
- ③ Include ordinance next step = Public Facilities Committee agenda

Exhibit A



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

N/F
BEAUFORT COUNTY
TMS R600 041 000 0008 0000

FORDING ISLAND ROAD
EXTENSION 66' RW

ATLAS
SURVEYING, INC.
49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

- LEGEND
- CONC. MONUMENT FOUND
 - IRON REBAR SET
 - PK NAIL SET
 - ⊙ LIGHT POLE



- NOTES
- THIS PARCEL APPEARS TO BE IN FLOOD ZONE A10 (100) FROM PANEL 0115-D COMMUNITY 430025.
- REFERENCES
- PLAT BOOK: 128 PAGE: 14
 - PLAT BOOK: 128 PAGE: 13
 - PLAT BOOK: 57 PAGE: 193
 - DEED BOOK: 3687 PAGE: 1233



PREPARED FOR:
BLWSA
A SUBDIVISION PLAT OF
SANITARY SEWER
LIFT STATION BR42
A PORTION OF TAX PARCEL No.
R600 041 000 0008 0000
BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK:
JOB NO. 28139
DATE: 08-08-2016
SCALE: 1"=10'
PROJECT: BR-18123 A15WS
FILE: BR-18123 A15WS



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

From: [Dawn Bates](#)
To: [Wilson, Patricia](#)
Subject: RE: Got a quick question . . .
Date: Thursday, June 20, 2019 3:55:49 PM
Attachments: [image002.png](#)
[image003.png](#)
[20190606150432625.pdf](#)
[20190606105912559.pdf](#)

Yes, I assumed as much. I guess my question should have been could you be person who would take care of getting it to the proper people with the county.

I've attached the document and the plat. If you could please get these to the Co's legal department, I would appreciate the help.

Thanks -
db

Dawn Bates
Operations & Engineering Coordinator
Dawn.Bates@bjwsa.org

BJWSA
6 Snake Road
Okatie, SC 29909
Phone: 843-987-8046
Fax: 843-548-0139
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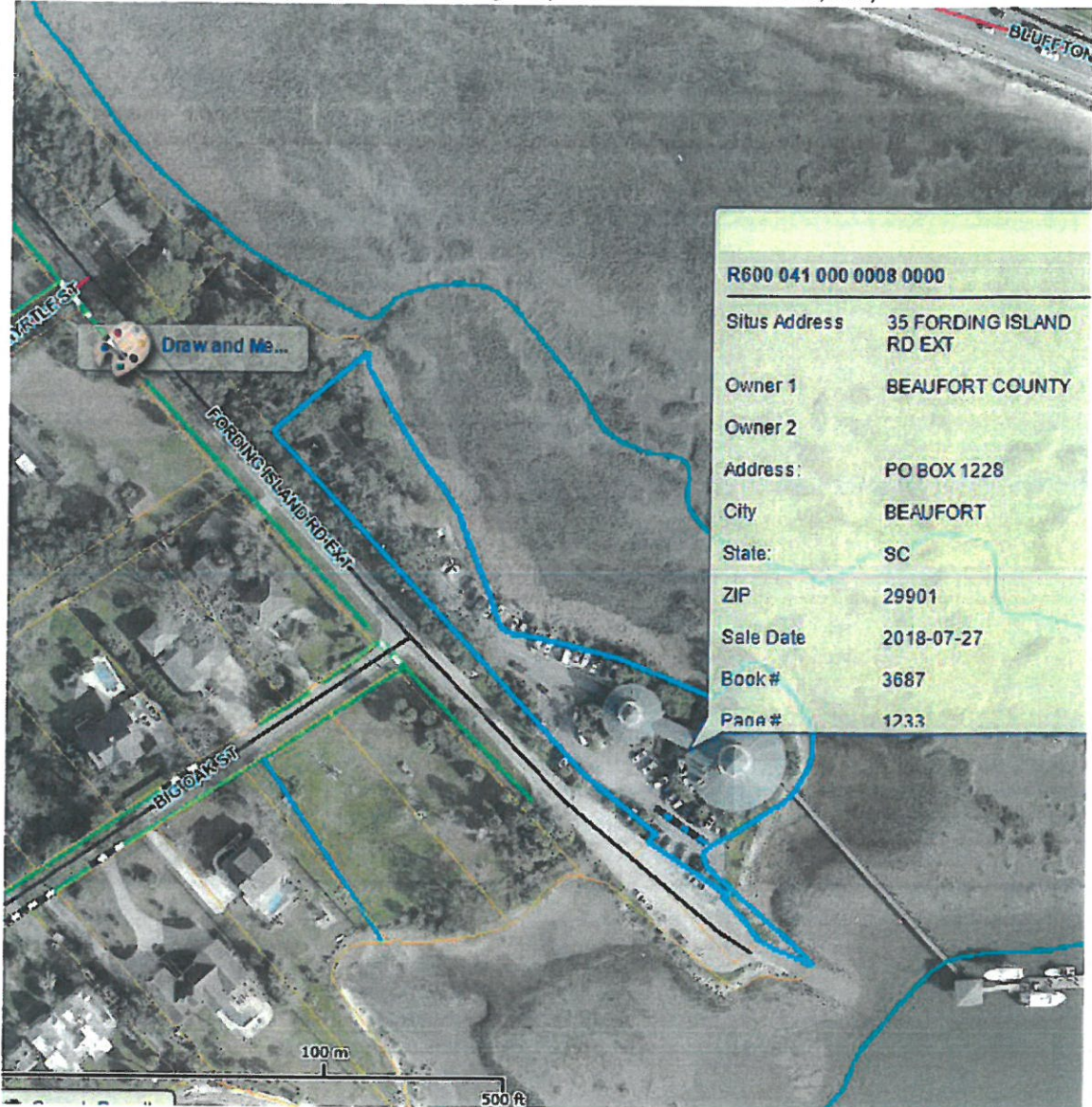
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Dawn,

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Respectfully,

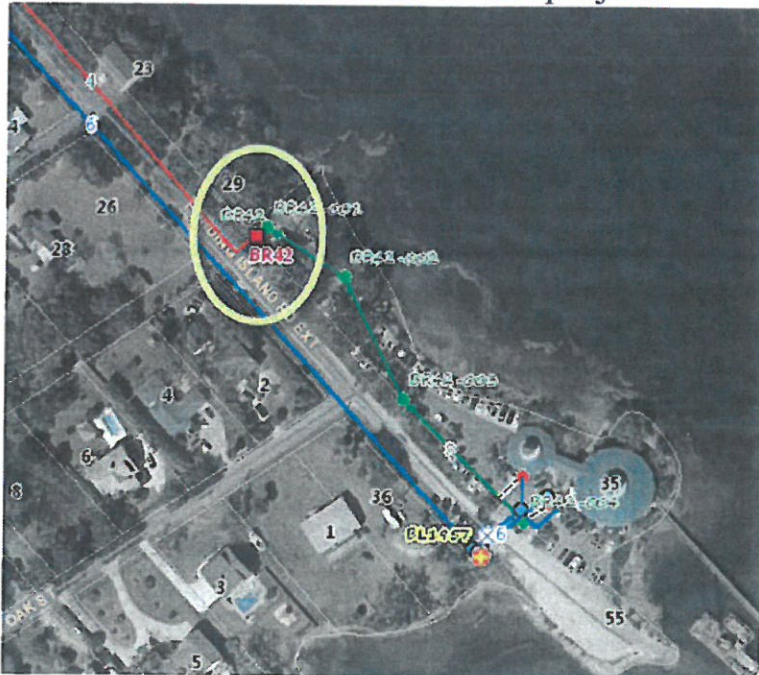
Patty Wilson
Right of Way Manager
Beaufort County
120 Shanklin Road
Beaufort, SC 29906

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Thanks - db

Dawn Bates

Operations & Engineering Coordinator

Dawn.Bates@bjwsa.org - *****Please update your records to reflect my new email address.*****

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Okatie, SC 29909

Phone: 843-987-8046

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Inglese, Christopher

From: Wilson, Patricia
Sent: Monday, July 1, 2019 2:42 PM
To: Dawn Bates
Cc: Inglese, Christopher
Subject: Fording Island Extension-BJWSA Deed for Pump station
Attachments: 2019060610591255highlighted.pdf

Thanks Dawn,
I am copying legal so they know what the extra area is for.

Kindest regards,

Patty Wilson
Right of Way Manager
Beaufort County

From: Dawn Bates <Dawn.Bates@bjwsa.org>
Sent: Monday, July 1, 2019 2:37 PM
To: Wilson, Patricia <pwilson@bcgov.net>
Subject: RE: Got a quick question . . .

Yes – that gives us room to open the gate/get a truck in there – right now if there’s an emergency at that pump station, we could not get to it because of the way people are parking there -

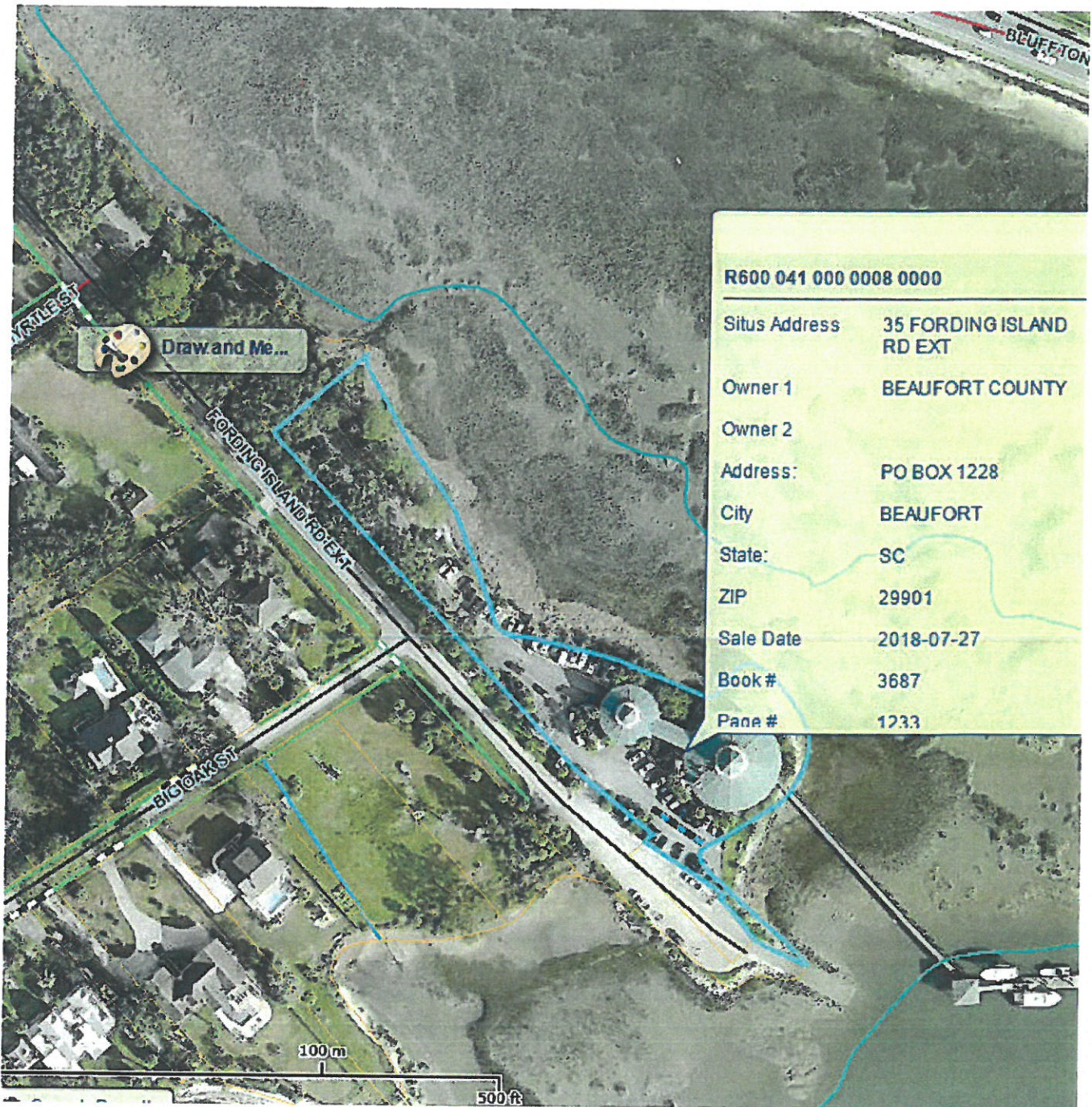
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Right of Way Manager
Beaufort County



Respectfully,

Patty Wilson
 Right of Way Manager
 Beaufort County
 120 Shanklin Road
 Beaufort, SC 29906

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Thanks - db

Dawn Bates

Operations & Engineering Coordinator

Dawn.Bates@bjwsa.org - *****Please update your records to reflect my new email address.*****

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Phone: 843-987-8046

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Operations & Engineering Coordinator

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Dawn,

As you know, everything in the County has to go through County Council with the legal department's approval. You can send it to me and I can forward it to the legal department for review. Thanks, Patty

This instrument was prepared by the law firm of
Tupper, Grimsley, Dean & Canaday, P.A.
611 Bay Street
Beaufort, SC 29902
843/524-1116

DMP R600 041 000 0008 0000 (PORTION OF)

TG&D File #0075

THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

*****AREA ABOVE THIS LINE RESERVED FOR RECORDING*****

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, THAT BEAUFORT COUNTY, a political subdivision of the State of South Carolina, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid at and before the sealing of these presents by BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., 6 Snake Road, Okatie, SC 29909, in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being within Bluffton Township, Beaufort County, South Carolina, shown as "LIFT STATION BR42, 1,000.06 sq. ft., 0.023 ac", on that certain plat prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, S.C.P.L.S., No. 28139, dated June 6, 2019, a copy of which is hereto attached and made a part hereof.

AND ALSO, the right of ingress and egress over and upon the property of Grantor to the public right of way of Fording Island Road Extension.

Said easement shall include the right to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the easement various water/sewer main and service lines, manholes, hydrants, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public or private systems,

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

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

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

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

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

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

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

2019.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

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

witness signature

By: _____

Notary Public signature

Its: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

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

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

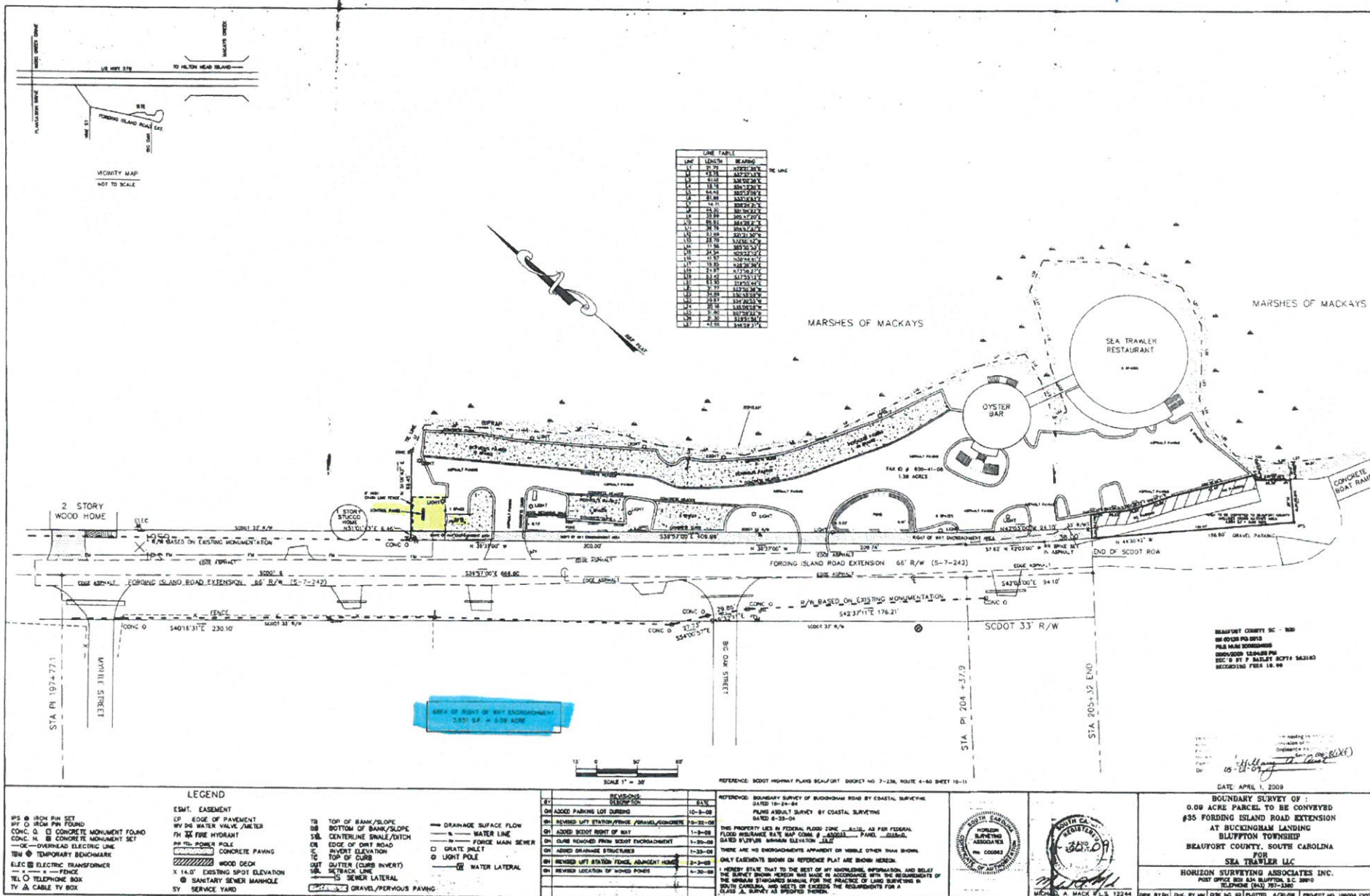
Notary Public for South Carolina
My Commission Expires:

witness signature

TILF: "less & except" highlighted property

128/13

Book 128 Page 13





NOTES

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

REFERENCES

1. PLAT BOOK: 128 PAGE: 14
2. PLAT BOOK: 128 PAGE: 13
3. PLAT BOOK: 57 PAGE: 193
4. DEED BOOK: 3687 PAGE: 1233



VICINITY MAP NOT TO SCALE

PREPARED FOR:
BJWSA
A SUBDIVISION PLAT OF
SANITARY SEWER
LIFT STATION BR42

A PORTION OF TAX PARCEL No.
R600 041 000 0008 0000
BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: JWB
FIELD CHECK: JWR
DRAWN BY: HLF
DATE: 08-06-2019
SCALE: 1"=10'
PROJECT No.: BFT-19123
FILE: BFT-19123 A.DWG

LEGEND

- CMF ■ CONC. MONUMENT FOUND
- RBS ○ IRON REBAR SET
- PKS ○ PK NAIL SET
- ☆ LIGHT POLE



GRAPHIC SCALE

ATLAS
SURVEYING, INC.

49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



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

Jeremy W. Reeder
JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CRIMPED WITH SEAL

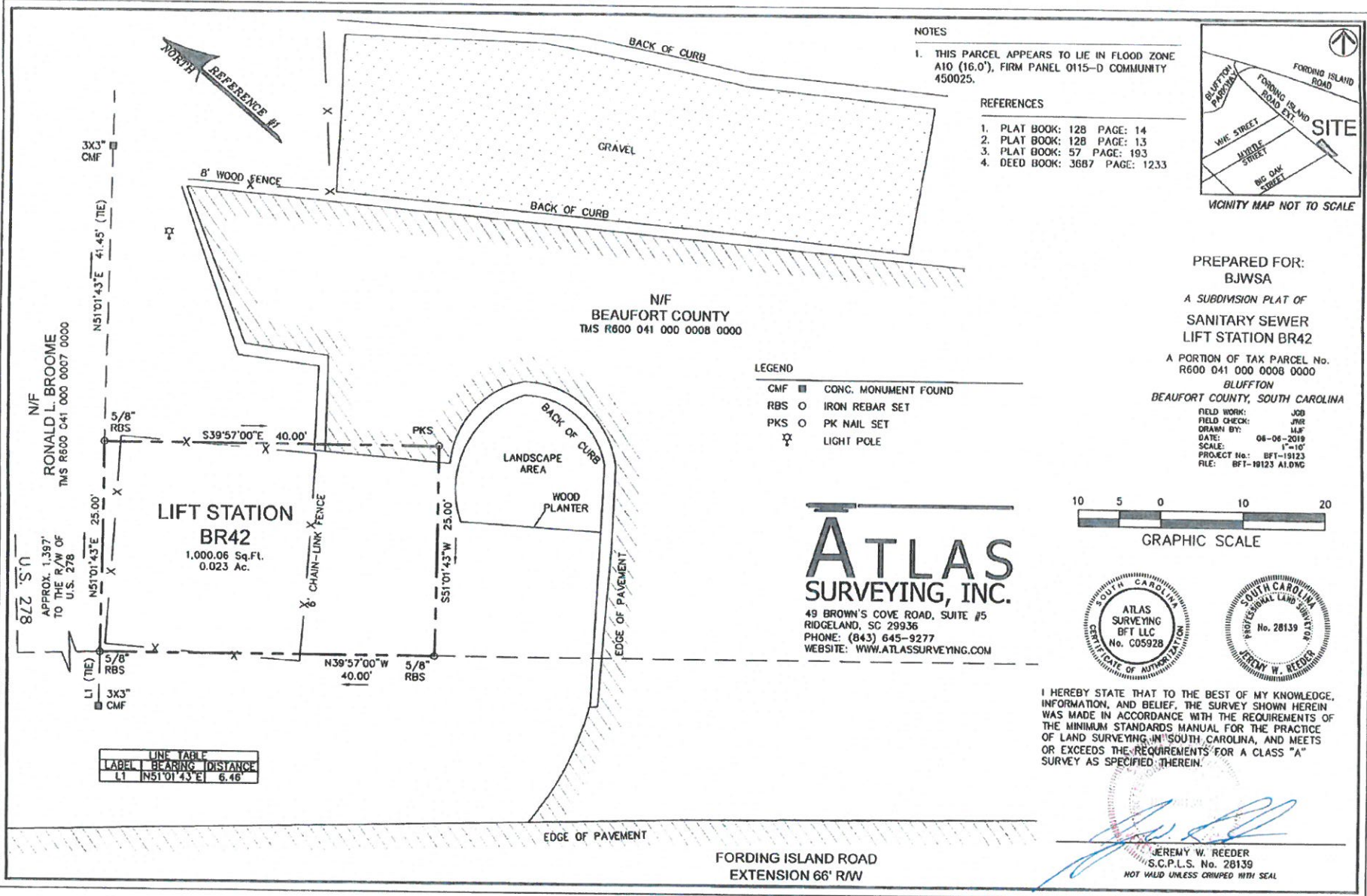
N/F
BEAUFORT COUNTY
TMS R600 041 000 0008 0000

LIFT STATION
BR42
1,000.06 Sq.Ft.
0.023 Ac.

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

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

APPROX. 1.397'
TO THE R/W OF
U.S. 278



FORDING ISLAND ROAD
EXTENSION 66' R/W

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging to or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the BEAUFORT COUNTY, its successors and assigns forever.

And the said Grantor does hereby bind itself, and its successors and assigns to warrant and forever defend all and singular the said premises unto the said BEAUFORT COUNTY, hereinabove provided against it and its successors and assigns, and any person, persons or entities whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand and seal this 21 day of July, 2018.


Signed, Sealed and Delivered

In the Presence of:

Queensborough National
Bank & Trust Company


Witness #1


William F. Easterlin, III
Its: President / CEO


Witness #2

STATE OF GEORGIA)
)
COUNTY OF Jefferson) ACKNOWLEDGMENT

I, Julie W. Evans do hereby certify that William F. Easterlin, III, President and CEO of Queensborough National Bank & Trust, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27th day of July, 2018.

Julie W. Evans
Notary Public of Georgia
My Commission Expires: 3/2/21



EXHIBIT "A"

Exhibit A

ALL that certain piece, tract or parcel of land situate, lying and being within Bluffton Township, Beaufort County, South Carolina, designated as 1.355 acres on a plat entitled "A Plat of 1.355 acres on Buckingham Rd., A Section of Bluffton Township," prepared by Coastal Surveying Co., Inc. dated October 24, 1984, revised on November 8, 1984, which plat is not recorded.

This being the same property conveyed to the within Grantor by Deed In Lieu of Foreclosure, recorded on December 1, 2017 in the Office of the Register of Deeds for Beaufort County, South Carolina in Records Book 3626 at Page 94.

DMP: R600 041 000 0008 0000

This deed was prepared by the law offices of Howell, Gibson and Hughes, PA, Post Office Box 40, Beaufort, SC 29901-0040.

← Where is this unrecorded plat

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PESONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

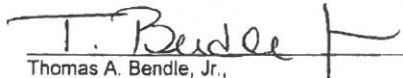
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as: R600 041 000 0008 0000
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-section 2)

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)

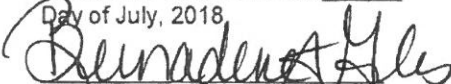
(c) Subtract Line 6 (b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____
8. As required by **Code Section 12-24-70**, I state that I am a responsible Person who was connected with the transaction as: attorney for Beaufort County.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Thomas A. Bendle, Jr.,
Attorney for Beaufort County

SWORN to before me this 27
Day of July, 2018


Notary Public for South Carolina
My Commission Expires: 3/3/2019

INFORMATION

KL
KLOSINSKI
12/19/17

RECORDED
2017 Dec -19 12:02 PM

[Signature]
BEAUFORT COUNTY AUDITOR



BEAUFORT COUNTY SC - ROD
BK 3626 Pgs 94-97
FILE NUM 2017065151
12/01/2017 12:38:20 PM
REC'D BY shirleys RCPT# 872558
RECORDING FEES \$10.00

ADD DMP Record 12/5/2017 01:58:19 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R600 041 000 0008 0000 00

RETURN TO:
KLOSINSKI OVERSTREET, LLP
1229 AUGUSTA WEST PARKWAY
AUGUSTA, GA 30909

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made and entered this 30 day of Nov, 2017, by and between Sea Trawler, LLC, a South Carolina limited liability company, as Party of the First Part, and Queensborough National Bank & Trust Company, of Columbia County, Georgia, as Party of the Second Part, by a Deed in Lieu of Foreclosure;

WITNESSETH:

That said Party of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain sell, and convey unto the said Party of the Second Part, its successors and assigns, the following described property, to-wit:

Parcel 1:

ALL that certain piece, parcel and tract of land lying, situate, and being in Bluffton Township, Beaufort County, South Carolina, consisting of a lot on the North side of Buckingham Ferry Road; bounded on the South and Southeast by Buckingham Ferry Road; on the South and East by the low water mark of a creek, and on the West by the lands of Lawrence.

and

Parcel 2:

ALL that certain piece, parcel and tract of land lying, situate, and being at Buckingham Ferry, Bluffton Township, Beaufort County, South Carolina, being a part of what is known as Moorefield Plantation. Said tract of land starts on the North side of Buckingham Ferry Road, which starting point is 244 feet West from a certain concrete post at the Buckingham Ferry Wharf, and extending thence in a Westerly

direction for a distance of 200 feet along the Northern direction to the marshes and waters of what is known as Buckingham Creek; thence in an Easterly direction along the high water mark of the aforesaid Creek to the Northeast corner of said lot; and extending thence in a Southerly direction to a point of beginning; the Eastern and Western lines of said lot being parallel; said lot being bounded on the North by the high water mark of said Buckingham Creek; on the East by a lot of Mr. Wilbert Roller, Sr. or his heirs; on the South side by the aforesaid Buckingham Road.

Parcel 1 and parcel 2 are further described as follows:

ALL that certain piece, tract or parcel of land situate, lying and being within Bluffton Township, Beaufort County, South Carolina, designated as 1.355 AC on a plat entitled "A Plat of 1.355 AC. on Buckingham Rd., A Section of Bluffton Township," prepared by Coastal Surveying Co., Inc. dated October 24, 1984, revised on November 8, 1984, which plat is not recorded.

This being the identical property conveyed to Sea Trawler, LLC by Deed from Wilbert Roller, Jr. and Wilbert Roller, III, dated March 3, 2006, recorded in the Office of the Register of Deeds for Beaufort County in Record Book 2331 at Page 124.

R600 041 000 008 0000 00

The dock and all personal property located thereon are included in the conveyance.

LESS AND EXCEPT:

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 0.09 acres, more or less, and being more particularly shown and designated as "AREA TO BE CONVEYED TO BEAUFORT COUNTY INCLUDES CROSS HATCHED AREA 4,054 S.F. = 0.09 ACRE" on a plat prepared by Michael A. Mack, P.L.S., dated April 1, 2009, last revised on April 30, 2009, and recorded in Plat Book 128 at Page 13 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat of record.

- ROW Encroachment

This conveyance is being made in lieu of and in satisfaction of the indebtedness secured by a Mortgage by Sea Trawler, LLC to Queensborough National Bank & Trust Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 2688, Pages 1562, *et seq.*

It is understood and agreed that no merger of title is intended or shall result from the acceptance and deliver of this conveyance.

IN WITNESS WHEREOF, said Party of the first Part has hereunto set its hand and seal, the day and year first above written.

SEA TRAWLER, LLC

Celeste Pinkston
First Witness

By: Wilbert Roller, Jr.
Its: Member

[Signature]
Second Witness

PROBATE

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Before me personally appeared Celeste Pinkston (1st witness) and made oath that (he/she) saw Wilbert Roller, Jr. sign, seal, and as (his/her/their) act and deed, deliver the within written document; and that (he/she) with J. Simon Fraser (2nd witness) witnessed the execution thereof. Witness is not a party to or beneficiary of the transaction.

Sworn before me this 6th day of February, 2017.

[Signature]
Notary Public
My Commission Expires:

Celeste Pinkston (1st witness)

3/23/2019



STATE OF GEORGIA)
COUNTY OF RICHMOND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information
2. The property is being transferred by **Sea Trawler, LLC** and is described as 1.355 acres on Buckingham Rd., a section of Bluffton Township, having TMS No. **R600 041 000 008 0000 00**
3. Check one of the following: The deed is:
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth;
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary;
 - (c) exempt from the deed recording fee because: **deed executed as part of foreclosure proceeding.**
(Explanation, if required)
IF EXEMPT, PLEASE SKIP ITEMS 4-6, GO TO ITEM 7 OF THIS

AFFIDAVIT

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) The fee is computed on the fair market value of the realty which is: _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is: _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) _____ in the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 30th day of November, 2017.

By: Scott J. Klosinski
Scott J. Klosinski, Attorney
Janelle W. Lund
Notary Public
My Commission Expires:



BEAUFORT COUNTY UNPAVED ROAD EVALUATION

Public Facilities Committee
September 3, 2019

PURPOSE / METHOD

Purpose:

To provide a consistent, objective data based approach to ranking unpaved County roads, for the purpose of prioritizing them for paving.

Objective Ranking Criteria:

- Number of dwellings on the road and its feeder roads
- Cost to maintain the road.
- Cost to pave the road.
- Length of time road has been in County system (1994 serves as benchmark year).
- ROW status (Fully Recorded ROW, ROW in progress or Legacy Road).

CRITERIA AND CALCULATIONS

Calculations:

Maximum points available 100

Part A Points – MAXIMUM of 66 points

Points for Recorded Right of Way

Completed	5
Partial	3

Points for Physical Features

House (each)	1
Church (each)	10
Cemetery (each)	1
School bus route	1
Business (each)	10
Feeder Road Houses (each)	1

PART B POINTS – MAXIMUM OF 34 POINTS

AWARDED FOR COST/BENEFIT RANKING

$COST/BENEFIT (C/B) = \frac{AVERAGE ANNUAL MAINTENANCE COST}{COST TO PAVE}$

C/B RANKED IN COMPARISON TO ALL OTHER ROADS (CURRENTLY 207)

NORMALIZED ON A SCALE OF 1 TO 34.

****Note: If a road was in County maintenance program prior to 1994, the Part A total is increased by 50%.**