

COUNTY COUNCIL OF BEAUFORT COUNTY  
 ADMINISTRATION BUILDING  
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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GERALD W. STEWART  
 VICE CHAIRMAN

COUNCIL MEMBERS

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 GERALD DAWSON  
 BRIAN E. FLEWELLING  
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 ALICE G. HOWARD  
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 STUART H. RODMAN  
 ROBERTS "TABOR" VAUX

GARY T. KUBIC  
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
 DEPUTY COUNTY ADMINISTRATOR  
 SPECIAL COUNSEL

SUZANNE M. RAINEY  
 CLERK TO COUNCIL

**AGENDA**  
**COUNTY COUNCIL OF BEAUFORT COUNTY**  
 Monday, March 9, 2015  
 4:00 p.m.  
 Council Chambers  
 Administration Building  
 Beaufort County Government Robert Smalls Complex  
 100 Ribaut Road, Beaufort

Citizens may participate in the public comment periods and public hearings from telecast sites at the Hilton Head Island Branch Library as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
  - A. Discussion of Consent Agenda
  - B. Discussion is not limited to agenda items
  - C. Executive Session
    1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
    2. Receipt of legal advice for pending or threatened claims
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilman Gerald Dawson
6. PROCLAMATION
  - A. Disabilities Awareness Month – Mrs. Gardenia Simmons-White and Mr. Jonathan Brown
7. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – February 9, 2015 ([backup](#))
  - B. Receipt of County Administrator’s Four-Week Progress Report ([backup](#))
  - C. Receipt of Deputy County Administrator/Special Counsel’s Four-Week Progress Report ([backup](#))
  - D. Committee Reports (next meeting)
    1. Community Services (March 23 at 2:00 p.m., HHI Branch Library)
    2. Executive (March 9 at 2:00 p.m., ECR)
    3. Finance (March 16 at 2:00 p.m., BIV #3)
      - a. Minutes – February 16, 2015 ([backup](#))



4. Governmental (April 6 at 4:00 p.m., ECR)
  - a. Minutes – February 9, 2015 ([backup](#))
5. Natural Resources (April 6 at 2:00 p.m., ECR)
  - a. Minutes – February 9, 2015 ([backup](#))
6. Public Facilities (March 16 at 4:00 p.m., BIV #3)
  - a. Minutes – February 16, 2015 ([backup](#))
- E. Appointments to Boards and Commissions ([backup](#))

8. PUBLIC COMMENT

9. PRESENTATION / FY 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

10. CONSENT AGENDA

- A. CONTRACT AWARD / PHOTOCOPIER, MULTIFUNCTION PRINTER LEASE AND PRINT MANAGEMENT SERVICES (COUNTY DEPARTMENTS) ([backup](#))
  1. Contract award: ABR Digital Office Solutions, Savannah, Georgia
  2. Contract amount: \$210,581
  3. Funding source: Lease and maintenance is paid by various department accounts #51140-Equipment Rental, #52010 Supplies)
  4. Finance Committee discussion and recommendation to award contract occurred February 16, 2015 / Vote: 5:0
- B. CONTRACT AWARD / REMOUNTING SERVICES FOR TWO AMBULANCES (EMS) ([backup](#))
  1. Contract award: AEV / Northwestern Emergency Vehicle, Jefferson, North Carolina
  2. Contract amount: \$234,467
  3. Funding source: Account #40090011-54003, EMS, Vehicle Purchases
  4. Finance Committee discussion and recommendation to award contract occurred February 16, 2015 / Vote: 5:0
- C. AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA TO AMEND SECTION 2-346, *ET SEQ.* OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED OFFICIALS, EXCLUDING COUNTY COUNCIL MEMBERS ([backup](#))
  1. Consideration of first reading to occur March 9, 2015
  2. Finance Committee discussion and recommendation to approve on first reading occurred February 16, 2015 / Vote: 4:1
- D. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$806,727 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUND TO THE COUNTY GENERAL FUND FOR CONSTRUCTION OF THE SPANISH MOSS TRAIL – PHASE 2 ([backup](#))
  1. Consideration of first reading to occur March 9, 2015
  2. Public Facilities Committee discussion and recommendation to approve on first reading occurred February 16, 2015 / Vote: 4:1

E. CONTRACT AWARD / CONSTRUCTION OF BEAUFORT COUNTY SPANISH MOSS TRAIL – PHASE 2 ([backup](#))

1. Contract award: Lewallen Construction Company, Inc., Marietta, Georgia
2. Contract amount: \$1,558,620.95
3. Expenditure Account: Rail Trail Expenditure Account #48060011-54435
4. The cost projection total for Phase 2 is \$2,091,816.15.
  - a. Grant from the Transportation, Community, and System Preservation program of the Federal Highway Administration \$1,043,520;
  - b. Beaufort County required local match funds of 20% in the amount of \$260,880 (allocated by Resolution 2011/14, dated October 10, 2011); and
  - c. To complete the construction an additional \$806,727 from 3% local accommodations tax fund.
4. Public Facilities Committee discussion and recommendation to award contract occurred February 16, 2015 / Vote: 5:0

F. REMOVAL OF PRITCHARD STREET, BLUFFTON FROM COUNTY ROAD MAINTENANCE ([backup](#))

1. Public Facilities Committee discussion and recommendation to designate Pritchard Street, Bluffton as a private road and that County perform no further work or maintenance on this road occurred February 16, 2015 / Vote: 5:0

G. TEXT AMENDMENT TO THE ORDINANCE ESTABLISHING A ROAD MAINTENANCE FEE ON ALL VEHICLES WHICH ARE DOMICILED AND GARAGED IN BEAUFORT COUNTY AND THEREBY USE THE ROADWAYS AND BRIDGES OWNED AND MAINTAINED BY BEAUFORT COUNTY AND THE STATE TO INCREASE THE FEE FROM \$10.00 TO \$20.00 AND PROVIDE FOR SUBSEQUENT INCREASES AS APPROPRIATE BASED ON THE CONSUMER PRICE INDEX ([backup](#))

1. Consideration of first reading to occur March 9, 2015
2. Public Facilities Committee discussion and recommendation to approve on first reading occurred February 16, 2015 / Vote: 4:2

11. PUBLIC HEARINGS – 6:00 P.M.

A. AN ORDINANCE AUTHORIZING THE DONATION OF APPROXIMATELY 0.39 ACRES OF COUNTY OWNED REAL ESTATE TO THE CHILD ABUSE PREVENTION ASSOCIATION (CAPA) ([backup](#))

1. Consideration of third and final reading to occur March 9, 2015
2. Second reading approval occurred February 9, 2015 / 9:0
3. First reading approval occurred January 26, 2015 / Vote 11:0
4. Community Services Committee discussion and recommendation to approve occurred January 26, 2015 / Vote 6:0

**B. AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR THE FEDERAL COURTHOUSE ([backup](#))**

1. Consideration of third and final reading to occur March 9, 2015
2. Public Facilities Committee discussion and recommendation to approve the lease agreement occurred February 16, 2015 / Vote 6:0
3. Second reading approval occurred February 9, 2015 / 9:0
4. First reading approval occurred January 26, 2015/ Vote 11:0
5. Community Services Committee discussion and recommendation to approve occurred January 26, 2015 / Vote 6:0
6. Public Facilities Committee discussion occurred November 17, 2014

**12. PUBLIC COMMENT**

**13. ADJOURNMENT**

Official Proceedings  
County Council of Beaufort County  
February 9, 2015

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

**CAUCUS**

A caucus of the County Council of Beaufort County was held Monday, February 9, 2015 beginning at 4:00 p.m. in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart and Councilmen Cynthia Bensch, Rick Caporale, Brian Flewelling, Alice Howard, William McBride, Stewart Rodman and Roberts "Tabor" Vaux. Gerald Dawson and Steven Fobes absent.

**DISCUSSION ITEMS**

Council agreed to entertain second reading of an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street). Continued discussion of this issue will occur at the February 16, 2015 meeting of the Public Facilities Committee.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Flewelling, seconded by Mr. Flewelling, that Council go immediately into executive session regarding the: (i) discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property, (ii) receipt of legal advice for pending or threatened claims, and (iii) discussion regarding the development of security personnel or devices. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT - Mr. Dawson and Mr. Fobes. The motion passed.

**EXECUTIVE SESSION**

**RECONVENE OF REGULAR SESSION**

**REGULAR MEETING**

The regular meeting of the County Council of Beaufort County was held Monday, February 9, 2015 beginning at 5:00 p.m., in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

## **ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart and Councilmen Cynthia Bensch, Rick Caporale, Brian Flewelling, Alice Howard, William McBride, Stewart Rodman and Roberts “Tabor” Vaux. Gerald Dawson and Steven Fobes absent.

## **PLEDGE OF ALLEGIANCE**

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

## **INVOCATION**

Councilman Cynthia Bensch gave the Invocation.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

## **ADMINISTRATIVE CONSENT AGENDA**

### **Review of Proceedings of the Regular Meeting held January 26, 2015**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Rodman, seconded by Mr. Vaux, that Council approve the minutes of the regular meeting held January 26, 2015. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

### **County Administrator’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from January 26, 2015 through February 6, 2015.

### **Deputy County Administrator/Special Counsel’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Josh Gruber, Deputy County Administrator/Special Counsel, presented his Two-Week Progress Report, which summarized his activities from January 26, 2015 through February 6, 2015.

## **Committee Reports**

### **Community Services Committee**

#### **Library Board**

Brenda Powell

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mrs. Brenda Powell, representing Council District 1, was appointed to serve as a member of the Library Board after garnering the six votes required to appoint.

### **Finance Committee**

#### **Tax Equalization Board**

Robert Brown

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. Robert Brown, representing Council District 5, was reappointed to serve as a member of the Tax Equalization Board after garnering the eight votes required to reappoint.

Gloria Criscuolo

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mrs. Gloria Criscuolo, representing Council District 9, was reappointed to serve as a member of the Tax Equalization Board after garnering the eight votes required to reappoint.

William John

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. William John, representing Council District 10, was reappointed to serve as a member of the Tax Equalization Board after garnering the eight votes required to reappoint.

Kenneth Joy

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. Kenneth Joy, representing Council District 3, was reappointed to serve as a member of the Tax Equalization Board after garnering the eight votes required to reappoint.

Neil Lipsitz

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. Neil Lipsitz, representing Council District 4, was reappointed to serve as a member of the Tax Equalization Board after garnering the eight votes required to reappoint.

Alan Obstler

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. Alan Obstler, representing Council District 8, was reappointed to serve as a member of the Tax Equalization Board after garnering the eight votes required to reappoint.

Allan Miller

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. Allan Miller, representing at-large, was appointed to serve as a member of the Tax Equalization Board after garnering the six votes required to appoint.

### **Governmental Committee**

#### **Burton Fire District Commission**

Mr. Rodman, as Chairman of the Governmental Committee, nominated John W. Harris and Thomas Peoples for reappointment to serve as members of the Burton Fire District Commission.

#### **Construction Adjustments and Appeals Board**

Mr. Rodman, as Chairman of the Governmental Committee, nominated Herbert Brown, representing design professional, contractor or building industry; Andrew Corriveau, representing design professional, contractor or building industry; Don Dean, representing design professional, contractor or building industry; Bruce A. Kline, representing design professional, contractor or building industry; and Albert Thomas, representing design professional, contractor or building industry, for reappointment to serve as members of the Construction Adjustments and Appeals Board.

Mr. Rodman, as Chairman of the Governmental Committee, nominated Samuel Brusco, representing design professional, contractor or building industry; and Daniel Anderson, at-large, for appointment to serve as members of the Construction Adjustments and Appeals Board.

### **Daufuskie Island Fire District Board**

Mr. Rodman, as Chairman of the Governmental Committee, nominated Patricia Beichler for reappointment to serve as a member of the Daufuskie Island Fire District Board.

### **Lowcountry Regional Transportation Authority**

Mr. Rodman, as Chairman of the Governmental Committee, nominated Richard Hamilton and Alexander Wattay for appointment to serve as members of the Lowcountry Regional Transportation Authority.

### **Natural Resources Committee**

#### **Design Review Board**

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated James Atkins, representing registered architect; Pearce Scott, representing registered architect; John Michael Brock, representing registered landscape architect; James Tiller, representing registered landscape architect; Patrick Kelly, representing design professional; Peter Brower, representing design professional; and Donald Starkey, representing citizen at-large, for appointment to serve as members of the Design Review Board.

#### **Historic Preservation Review Board**

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated Rita Igleheart, representing Historic Beaufort Foundation, and Sally Murphy, representing northern Beaufort County, for reappointment to serve as members of the Historic Preservation Review Board.

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated Katie Epps, representing a Bluffton Historic Preservation organization, for appointment to serve as a member of the Historic Preservation Review Board.

#### **Planning Commission**

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated Robert Semmler, representing at-large, and Randolph Stewart, representing southern Beaufort County, for reappointment to serve as members of the Planning Commission.

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated Eric Walsnovich, representing southern Beaufort County, for appointment to serve as a member of the Planning Commission.

Mr. Caporale, seconded by Mrs. Bensch, nominated Kenneth Skodacek, representing southern Beaufort County, for appointment to serve as a member of the Planning Commission.

### **Rural and Critical Lands Preservation Board**

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated Bob Bender, representing District 4; Selena Brown, representing District 10; Ed Pappas, representing District 5; and Denise Sullivan, representing District 2, for reappointment to serve as members of the Rural and Critical Lands Preservation Board.

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated Mark Baker, representing District 8, for appointment to serve as a member of the Rural and Critical Lands Preservation Board.

### **Zoning Board of Appeals**

Mr. Flewelling, as Chairman of the Natural Resources Committee, nominated William Cecil Mitchell, representing northern Beaufort County and Tim Rentz, representing southern Beaufort County, for reappointment to serve as members of the Zoning Board of Appeals.

### **Public Facilities Committee**

#### **Solid Waste and Recycling Board**

Ben Wheatley

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. Mr. Ben Wheatley, representing Solid Waste District 7 (Lady’s Island), was reappointed to serve as a member of the Solid Waste and Recycling Board after garnering the six votes required to appoint.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

### **PUBLIC COMMENT**

The Chairman recognized Ms. Marilyn Harcharik, President of Friends for northern Beaufort County, who spoke about the need for additional funding, hours, staffing, materials, and computers at all library branches.

Mrs. Pat Trezevant, a resident of Dale, expressed opposition to the proposed gun park to be located on Washington Farm Road. Please rescind your earlier vote; and, if you think it is a good idea, begin again in an honest, forthright, transparent fashion that is your custom.

Mr. William Shouse, who lives on Washington Road in Dale, spoke in opposition to the proposed gun park. He submitted a petition of 188 signatures from people who are opposed to the proposed gun park.

Mr. Mike Trezevant, a resident of Dale, expressed opposition to the proposed gun range to be located on Washington Farm Road. He is concerned about the lack of information available to the public relative to this project.

Mr. Skip Hoagland, a resident of Hilton Head Island, commented on his effort to force transparency and accountability from the Greater Hilton Head Island/Bluffton Chamber of Commerce. The Chamber repeatedly and steadfastly has refused to release financial information about how it has spent the millions of dollars in accommodations tax funds that we have given them over the years. Therefore, he has called for an independent audit of the Chamber.

Mr. Kenny Zentner, a resident of the City of Beaufort, supports the proposed gun range to be located on Washington Road in Dale.

### **CONSENT AGENDA**

#### **AN ORDINANCE AUTHORIZING THE DONATION OF APPROXIMATELY 0.39 ACRES OF COUNTY OWNED REAL ESTATE TO THE CHILD ABUSE PREVENTION ASSOCIATION (CAPA)**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 26, 2015 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council approve on second reading an ordinance authorizing the donation of approximately 0.39 acres of County-owned real estate to the Child Abuse Prevention Association (CAPA). Further, the property shall be held by the Child Abuse Prevention Association, its successor and assigns and for so long as the premises are used as a house for abused children. If the premises at any time are not so used or are used for any other purpose or by any other organization, the premises shall revert to Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

The Chairman announced a public hearing Monday, March 9, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort.

#### **AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR THE FEDERAL COURTHOUSE**

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council approve on second reading an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman,

Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

The Chairman announced a public hearing Monday, March 9, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort.

**A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA DISSOLVING THE SOUTHERN CORRIDOR REVIEW BOARD AND THE NORTHERN CORRIDOR REVIEW BOARD**

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council adopt of resolution dissolving the Southern Corridor Review Board and the Northern Corridor Review Board. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**PUBLIC COMMENT**

The Chairman recognized Dr. Andrew Beall, Executive Director, Santa Elena Foundation, who stated the Federal Courthouse on Bay Street would provide the Santa Elena Foundation with a place and a location. With the anticipation of having a home in Beaufort County, we are able to move forward with numerous activities leading to the opening of our museum, interpretive center, and archeological laboratory in time for the 450<sup>th</sup> anniversary of when Pedro Menéndez de Avilés and Spanish settlers set foot in Port Royal Sound.

**ADJOURNMENT**

Council adjourned at 5:52 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

ATTEST \_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:



# Memorandum

DATE: March 6, 2015  
TO: County Council  
FROM: Gary Kubic, County Administrator *Gary Kubic*  
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place February 9, 2015 through March 6, 2015:

February 9, 2015

- Employee orientation
- Governmental Committee
- Natural Resources Committee
- Caucus
- County Council

February 10, 2015

- Joshua Gruber, Allison Coppage, and Phil Foot re: Potential offer to transfer recreational assets to Town of Hilton Head Island
- Joshua Gruber, Allison Coppage, Phil Foot and Sandra Redwood, Area Coordinator, Sea Island Youth Enrichment Program (SIYEP) re: SIYEP and use of Dale Community Center
- St. Gregory / Berkeley Hall Access Road conference call

February 11, 2015

- State of the Schools Breakfast

February 12, 2015

- Council Annual Planning Meeting (Day 1 of 3)

February 13, 2015

- Council Annual Planning Meeting (Day 2 of 3)

February 14, 2015

- Council Annual Planning Meeting (Day 3 of 3)

## COUNTY COUNCIL OF BEAUFORT COUNTY

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February 16, 2015

- Employee orientation
- Finance Committee
- Public Facilities Committee

February 17, 2015

- Sheriff P.J. Tanner
- Joshua Gruber, Ed Saxon and Attorney Erin Dean, of BJWSA re: BJWSA / Railroad Right-of-Way

February 18, 2015

- Joshua Gruber and Colin Kinton re: Berkeley Hall / St. Gregory Frontage Road Development
- Joshua Gruber, Alicia Holland, Maria Walls, and Ed Hughes re: Tier 1 - Tier 3 Reimbursement Analysis
- Myrtle Park Building / Prospect

February 19, 2015

- Rural and Critical Lands Preservation Board Retreat
- Joshua Gruber and Jim Beckert, Auditor-Elect

February 20, 2015

- Staff meeting re: US278 Widening and Road Overtopping / Bluffton Parkway stormwater issues
- St. Gregory / Berkeley Hall Frontage Road meeting
- DSN / Community Home Training (CHT) monthly visit

February 23, 2015

- Employee orientation
- Councilmember Alice Howard
- Joshua Gruber, Tony Criscitiello, and Hillary Austin re: Melrose Property Owners Association Joint Public Notice

February 24, 2015

- Video conference with David Herskovits, CEO, and Howie Rodenstein of Energiya Global Capital; Weldon Turner, of Giga Watt Global; and staff re: Solar Energy

## COUNTY COUNCIL OF BEAUFORT COUNTY

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February 24, 2015 (continued)

- Sheriff P.J. Tanner
- Ministers' meeting re: Stormwater fees / taxes

February 25, 2015

- Sam Phelgar, President, and Tony Maglione, Vice President, Applied Technology & Management, and Eric Larson re: Stormwater
- Morris Campbell
- City / County meeting re: Boundary Street project

February 26, 2015

- Staff and Coosaw Island representatives re: Transfer of Coosaw Community Center
- Introductory meeting with Mason Sullivan, new Lowcountry Director, Office of Senator Lindsey Graham, and Joshua Gruber re: County Issues

February 27, 2015

- Representative Bill Bowers
- DSN / Community Home Training monthly visit

March 2, 2015

- Employee orientation
- Joshua Gruber and Hakim Bayyoud
- Chairman Paul Sommerville

March 3, 2015

- Philip Foot and Donna Ownby re: CAD Dispatch Program
- Martin Goodman, Director of Small Business Administration (SBA) re: SBA Update

March 4, 2015

- Agenda review with Chairman, Vice Chairman and Executive Staff
- Lt. Quandara Grant
- Buck Limehouse

March 5, 2015

- Dr. Richard Gough, President, Technical College of the Lowcountry

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March 6, 2015

- Joshua Gruber, Phil Foot and Scott Marshall re: Town of Hilton Head Island / Island Rec programs
- Legislative Delegation meeting
- Dr. Jeffrey Moss re: FY 2016 Budget



## Memorandum

DATE: February 6, 2015  
TO: County Council  
FROM: Joshua A. Gruber, Deputy County Administrator  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place February 9, 2015 through March 6, 2015:

February 9, 2014 (Monday):

- Governmental Committee
- Natural Resources Committee
- County Council

February 10, 2014 (Tuesday):

- Meet with Gary Kubic, County Administrator, Phil Foot, Public Safety Director and Scott Marshall, PALS Director re: Transfer of Recreational Assets to the Town of HHI
- Meet with Gary Kubic, County Administrator, Phil Foot, Public Safety Director and Scott Marshall, PALS Director re: Sea Island Youth Enrichment Program
- Conference Call with Alicia Holland, CFO, Dave Thomas, Purchasing Director; Chief John Thompson, Bluffton Fire District, Paul Boulware, Bluffton Fire District and Frannie Heizer, Esquire of McNair Law Firm re: Combining projects into One Borrowing
- Conference Call with Gary Kubic, County Administrator and Stan Barnett, Esquire and Rick Bybee, Esquire re: St. Gregory/Berkeley Hall Access Road

February 11, 2014 (Wednesday):

- Conference Call with Dot Gnann re: Pinckney Point
- Meet with Phil Foot, Public Safety Director
- Work on Powerpoint Presentation for County Council Retreat

February 12, 2014 (Thursday):

- Work on Powerpoint Presentation for County Council Retreat
- County Council Annual Planning Retreat

February 13, 2014 (Friday):

- County Council Annual Planning Retreat

February 16, 2014 (Monday):

- Pre-Public Facilities Committee Meeting
- Finance Committee
- Executive Session
- Public Facilities Committee

February 17, 2014 (Tuesday):

- Meet with Phil Foot, Public Safety Director
- Telephone Calls with Gary Kubic, County Administrator and Alicia Holland, CFO re: Elected/Appointed Officials Travel Requests and Myrtle Park Phase II
- BJWSA/Railroad ROW Class Action Lawsuit Settlement Meeting with Gary Kubic, County Administrator, Ed Saxon and Erin Dean, Esq.

February 18, 2014 (Wednesday):

- Tier 1 - Tier 3 Reimbursement Analysis Meeting with Gary Kubic, County Administrator, Alicia Holland, CFO, Ed Hughes, Assessor and Maria Walls, Treasurer

February 19, 2014 (Thursday):

- Meet with Bernadene Giles, Howell, Gibson and Hughes to Execute Closing Documents for HHI Airport Property Purchase (Hicks)
- Meet with Gary Kubic, County Administrator and Jim Beckert, Auditor-Elect

February 20, 2014 (Friday):

- Meet with all Interested Parties regarding St. Gregory Frontage Road
- Conference Call with Gary Kubic and Eric Larson re: Hwy. 278 and Buckwalter Stormwater Issues
- Meet with Dan Morgan re: Riverview Charter School Job Shadowing
- Work on Budget Letters to Elected/Appointed Officials and Outside Agencies on behalf of Jerry Stewart, Finance Committee Chairman

February 23, 2014 (Monday):

- Meet with Scott Marshall, PALS Director and Phil Foot, Public Safety Director re: Summer Food Program a/k/a Summer Nutrition Program
- Melrose Property Owners Association Joint Public Notice Meeting with Gary Kubic, County Administrator, Tony Criscitiello, Planning Director and Hillary Austin, Zoning Director

- Telephone Conference with Gary Kubic, County Administrator, Eric Larson, Stormwater Director, Robert McFee, Engineering Director and Eddie Bellamy, Public Works Director re: Plantation Business Park Stormwater Report / County Response

February 24, 2014 (Tuesday):

- Telephone call with Jon Rembold, Airports Director
- Telephone calls with Gary Kubic, County Administrator
- Telephone call with Alicia Holland, CFO
- Telephone call with Phil Foot, Public Safety Director

February 25, 2014 (Wednesday):

- Meet with Don Smith, Engineering (Retiring)
- Boundary Street Project Meeting with Gary Kubic, County Administrator, Mayor Keyserling, Robert McFee, Facilities & Construction Engineering and Bill Prokop

February 26, 2014 (Thursday):

- Meeting with Gary Kubic, County Administrator, Phil Foot, Assistant County Administrator for Public Safety, Scott Marshall, PALS Director, William McBride, Councilman and Isiah Smalls and Community Representatives re: Transfer of Coosaw Center
- Execute RCLP Documents to Purchase Duncan Property
- Attend Introduction / New Director for Senator Graham's Office - Mason Sullivan

February 27, 2014 (Friday):

- Beaufort Hours
- Conference Call with Jon Rembold, Airports Director re: Airport Projects
- Conference Call with Maria Walls, Treasurer-Elect

March 2, 2014 (Monday):

- Meet with Scott Marshall, PALS Director and Phil Foot, Assistant County Administrator for Public Safety re: Summer Camp Programs
- Meet with Gary Kubic, County Administrator and Hakim Bayyoud, Building Codes
- Interview with WSAV

March 3, 2014 (Tuesday):

- Budget Meeting with Finance Team, Robert McFee and Mark Roseneau to discuss Facilities Management Budget
- Court Hearing on Motion to Dismiss for Terry Lennette Grant vs. Marvin Dukes et al.
- Budget Meeting with Finance Team, Ed Hughes, Assessor and Pamela Holmes to discuss Assessor Budget

- Budget Meeting with Finance Team and Dale Butts, Register of Deeds to discuss ROD Budget

March 4, 2014 (Wednesday):

- Telephone Conference with Marc Orlando, Town of Bluffton
- Agenda Review
- Budget Meeting with Finance Team, Phil Foot, Public Safety Director and Tallulah Trice, Animal Services Director
- Budget Meeting with Finance Team, Phil Foot, Public Safety Director and Gregg Hunt, Mosquito Control Director
- Budget Meeting with Finance Team, Phil Foot, Public Safety Director and Chuck Atkinson, Building Codes Director
- Budget Meeting with Finance Team, Phil Foot, Public Safety Director and Quandara Grant, Detention Center Director
- Budget Meeting with Finance Team, Phil Foot, Public Safety Director and Audra Antonacci, Codes Enforcement Director
- Budget Meeting with Finance Team, Phil Foot, Public Safety Director, Scott Marshall, PALS Director and Shannon Loper

March 5, 2014 (Thursday):

- Budget Meeting with Finance Team, Phil Foot, Public Safety Director and Donna Ownby, EMS Director
- Meet with Paul Sommerville, County Council Chairman

March 6, 2014 (Friday):

- Meeting to Discuss Process for Hilton Head and Island Recreational Center with Gary Kubic, County Administrator, Phil Foot, Public Safety Director and Scott Marshall, PALS Director
- Budget Meeting with Finance Team, Colin Kinton, Transportation Engineering Director, and Jon Rembold, Airports Director
- Budget Meeting with Finance Team and Colin Kinton, Transportation Engineering Director, for Traffic Budget
- Budget Meeting with Finance Team and Suzanne Gregory, Employee Services Director
- Budget Meeting with Finance Team and Eric Larson, Environmental Engineering Director, and Eddie Bellamy, Public Works Director, for Public Works Budget
- Budget Meeting with Finance Team and Eric Larson, Stormwater Director

## FINANCE COMMITTEE

February 16, 2015

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

The Finance Committee met Monday, February 16, 2015 beginning at 2:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman Jerry Stewart, Vice Chairman Steve Fobes and members Cynthia Bensch, Brian Flewelling, William McBride and Stu Rodman. Member Rick Caporale absent. Non-Committee members Gerald Dawson, Alice Howard, Paul Sommerville and Tabor Vaux present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Allison Coppage, Deputy County Attorney; Tony Criscitiello, Planning Director; Alan Eisenman, Financial Supervisor; Phil Foot, Assistant County Administrator–Public Safety; Joshua Gruber, Deputy County Administrator/Special Counsel; Gary Kubic, County Administrator; Alicia Holland, Assistant County Administrator–Finance Division; Greg Hunt, Mosquito Control Director; Donna Ownby, EMS Director; and Dave Thomas, Purchasing Director.

Media: Joe Croley, Lowcountry Inside Track.

Councilman Stewart chaired the meeting.

### ACTION ITEMS

#### **1. Consideration of Contract Awards**

- **Photocopier / Multifunction Printer Lease and Print Management Services (County Departments) (> \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** This request is for a proposal to provide photocopier/multifunction lease services for Beaufort County to include printing management services for desktop printers. Beaufort County is currently under contract with ABR that provides a cost per copy maintenance contract and rental lease fee for 99 multifunction copiers. The County currently has an estimated 119 desktop laser printers that will require services for supply and maintenance. Under the resulting contract, the contractor will be required to provide and install copiers/printers, provide

all consumables (excluding paper and staples) and maintain all copiers/printers. The initial contract term will be for three years with the option to extend the contract for an additional two years, subject to a mutual agreement by both the County and the contractor. The County received four responses to the Request for Proposal (RFP) and an evaluation team interviewed and requested a “Best and Final Offer” from the top three vendors. ABR Digital Office Solutions of Savannah Georgia was unanimously selected and ranked the number one firm, with a “Best and Final” cost of \$210,581. The lease and maintenance contract is paid by various department accounts #51140-Equipment Rentals and #52010–Supplies.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Committee approve and recommend to Council a contract award to ABR Digital Office Solutions, Savannah, Georgia in the amount of \$210,581 for photocopier/multifunction lease and print management services for Beaufort County. The source of funding is paid by various department accounts, #51140-Equipment Rentals and #52010–Supplies. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. ABSENT – Mr. Caporale and Mr. Rodman. The motion passed.

**Recommendation:** Council award a contract to ABR Digital Office Solutions, Savannah, Georgia in the amount of \$210,581 for photocopier/multifunction lease and print management services for Beaufort County. The source of funding is paid by various department accounts #51140-Equipment Rentals and #52010–Supplies.

## 2. Consideration of Contract Awards

### • Remounting Services for Two Ambulances (EMS) (> \$100,000)

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** This is a request from the Beaufort County Emergency Medical Services (EMS) Department to purchase two new 2015 Dodge Ram 4500 4 x 2 ambulance remounts, which includes remounting services. The purchase request will use the HGAV Buy Cooperative Contract, and National Cooperative contract used by state and local governments. The EMS Department, along with First Vehicle Services, recommends the purchase of the Dodge ambulances due to their overall performance and the close proximity of the factory to Beaufort County.

The HGAV Buy Contract will provide remounting of two of the current fleet ambulances as these modules are in good structural condition. The old chassis would be traded into Northwestern and remounting of the ambulances would include a new 2015 Dodge D4500, 4 x 2 Diesel Type I cap/Chassis, HVAC, emergency and compartment lights. In addition, the module would be repainted and the interior refurbished. The remounted ambulances receive the same manufacturer warranty as the new ambulance. All of the ambulances will be delivered to the County before the end of the fiscal year. The contract award would go to AEV/Northwestern Emergency Vehicles of Jefferson, North Carolina with a total cost of \$234,467. Funding for this project will come from account #40090011-54003, EMS–Vehicle Purchases.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Flewelling, that Committee approve and recommend Council award a contract to AEV/Northwestern Emergency Vehicles, Jefferson, North Carolina, in the amount of \$234,467 for the purchase of remounting services for two existing County ambulances. The source of funding will come from account #40090011-54003, EMS–Vehicle Purchases. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. ABSENT – Mr. Caporale and Mr. Rodman. The motion passed.

**Recommendation:** Council award a contract to AEV/Northwestern Emergency Vehicles, Jefferson, North Carolina, in the amount of \$234,467 for the purchase of remounting services for two existing County ambulances. The source of funding will come from account #40090011-54003, EMS–Vehicle Purchases.

**3. An Ordinance of the County of Beaufort, South Carolina to Amend Section 2-346, et seq. of the Beaufort County Code of Laws Establishing the Salaries for Various Elected Officials, Excluding County Council Members**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Joshua Gruber, Deputy County Administrator/Special Counsel, reviewed this item with the Committee. This is an Ordinance to amend Section 2-346 of the Beaufort County Code of Laws establishing the salaries for various elected officials, excluding County Council members. The amendments included the addition of appointed officials, Master-in-Equity and Magistrates, as well as housekeeping items such as entry-level salaries.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee approve and recommend Council approve on first reading an ordinance of the County of Beaufort, South Carolina to amend Section 2-346, et seq. of the Beaufort County Code of Laws establishing the salaries for various elected officials, excluding County Council members.

**Motion to amend by addition:** It was moved by Mrs. Bensch, seconded by Mr. McBride, to include County Council members.

Mrs. Bensch, as maker of the motion, and Mr. McBride, who seconded the motion, withdrew the motion to amend by addition.

**Vote on the motion:** The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, and Mr. Stewart. NAYS – Mr. McBride. ABSENT – Mr. Caporale and Mr. Rodman. The motion passed.

**Recommendation:** Council approve on first reading an ordinance of the County of Beaufort, South Carolina to amend Section 2-346, et seq. of the Beaufort County Code of Laws establishing the salaries for various elected officials, excluding County Council members.

#### 4. Consideration of Reappointments and Appointments

- Airports Board

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Committee approve and recommend Council nominate Will Dopp, representing proximity to Hilton Head Island Airport; Anne Esposito, representing active pilot/aircraft owner at Hilton Head Island Airport; Norman Kerr, representing active/recently retired commercial pilot, for reappointment and Leslie Adlman, representing qualifications, and Robert Richardson, representing proximity to Hilton Head Island Airport, for appointment to serve as members of the Airports Board. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. ABSENT – Mr. Caporale. The motion passed.

**Recommendation:** Council nominate Will Dopp, representing proximity to Hilton Head Island Airport; Anne Esposito, representing active pilot/aircraft owner at Hilton Head Island Airport; Norman Kerr, representing active/recently retired commercial pilot, for reappointment and Leslie Adlman, representing qualifications, and Robert Richardson, representing proximity to Hilton Head Island Airport, for appointment to serve as members of the Airports Board.

#### INFORMATION ITEMS

#### 5. Consideration of Contract Award

- Public Health Insecticide (Mosquito Control) (< \$100,000)

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** This is a request to purchase an EPA-registered public health insecticide (Natular XRT tablets) from Clarke Mosquito Control Products, Inc., a sole source vendor. Mosquito Control will use this product to treat an estimated 22,500 catch basins throughout Beaufort County starting April 2015. Mosquitoes potentially associated with West Nile virus use these stormwater structures as breeding sites, and the timely treatment will help reduce the risk of mosquito-borne disease among humans, horses and wildlife. Funding will come from account #10001400-52320, Mosquito Control–Public Health Products.

Mr. Greg Hunt, Mosquito Control Director, spoke of the cost difference between this purchase and the prior year's purchase, which is due to the different insecticide used. He plans to rotate between the lower cost Altoside XR briquets and Natular XRT tablets to ensure the insecticides work adequately.

**Motion:** It was moved by Mr. Flewelling seconded by Mr. Fobes, that Committee award a contract to Clarke Mosquito Control Products, Inc., Roselle, Illinois, in the amount of \$87,347 for the purchase of Natular XRT tablets. Funding will come from account #10001400-52320, Mosquito Control–Public Health Products. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. ABSENT – Mr. Caporale and Mr. Rodman. The motion passed.

**Status:** Committee awarded a contract to Clarke Mosquito Control Products, Inc., Roselle, Illinois, in the amount of \$87,347 for the purchase of Natular XRT tablets. Funding will come from account #10001400-52320, Mosquito Control–Public Health Products.

## 6. Consideration of Contract Award

- **Sole Source Vendor for Two New Life-Pak 15 Cardiac Monitors / Defibrillators and Accessories (EMS) (< \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** This is a request from the Emergency Medical Services (EMS) Department to purchase two new Life-Pak 15 (LP 15) Cardiac Monitor/Defibrillators and accessories to be used by the EMS Department. The LP 15 is designed to help accurately diagnose and treat patients, with features such as easy and quick acquisition of bestline vital signs, 12-lead ECG, carbon monoxide monitoring. These two LP15 monitors will allow for the replacement of outdated cardiac monitors. The LP 15s will be placed on two busiest frontline ambulances within the County and the old monitors will be traded in to Physio-Control for credit. This would be a sole source purchase from Physio-Control, Inc., of Redmond, Washington in the amount of \$64,360 and would be funded from account 40090011-54003, EMS–Specialized Capital Equipment.

**Motion:** It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Committee award a contract to Physio-Control, Inc., Redmond, Washington in the amount of \$64,360 for the two new Lifand Life-Pak 15 (LP 15) Cardiac Monitor/Defibrillators and accessories to be used by the EMS Department. The source of funding is account #40090011-54003, EMS–Specialized Capital Equipment. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. ABSENT – Mr. Caporale and Mr. Rodman. The motion passed.

**Status:** Committee awarded a contract to Physio-Control, Inc., Redmond, Washington in the amount of \$64,360 for the two new Lifand Life-Pak 15 (LP 15) Cardiac Monitor/Defibrillators and accessories to be used by the EMS Department. The source of funding is account #40090011-54003, EMS–Specialized Capital Equipment.

**7. Discussion / An Ordinance to Appropriate Funds Not to Exceed \$200,000 from the Local 3% Accommodations Tax Fund to the County General Fund for Construction of an Interpretive Center and Picnic Pavilion at Fort Fremont Historic Site and County Passive Park**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. This is a request for endorsement of an ordinance to appropriate funds from the Local 3% Accommodations Tax Fund to the County General Fund for the construction of an interpretive center and picnic pavilion at Fort Fremont Historic Site and County Passive Park. Fort Fremont is the last extant Spanish-American War coastal defense battery left in America and is currently a tourism destination that will grow in attractiveness once the interpretive center, picnic pavilion, outdoor information panels, diorama, and restoration of the two gun batteries is complete.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Committee approve and recommend Council approve on first reading an ordinance to appropriate funds from the Local 3% Accommodations Tax Fund to the County General Fund for the construction of an interpretive center and picnic pavilion at Fort Fremont Historic Site and County Passive Park. The vote: YEAS – Mr. Flewelling and Mr. McBride. NAYS - Mrs. Bensch, Mr. Fobes and Mr. Stewart. ABSENT – Mr. Caporale and Mr. Rodman. The motion failed.

The Committee requested information on additional projects of like nature, the amount this project would need from the Rural and Critical Lands Program, the needs of the Santa Elena Project, and other projects based on tourism or passive park activities.

**Status:** Staff will provide the Committee with additional information related to tourism or passive park projects.

**8. Off Agenda Item – Executive Session**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Rodman, that Committee amend today's agenda to include an off-agenda item. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. ABSENT – Mr. Caporale. The motion passed.

**Motion:** It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Committee go immediately into Executive Session for discussion regarding the development of security personnel or devices. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. ABSENT – Mr. Caporale. The motion passed.

## GOVERNMENTAL COMMITTEE

February 9, 2015

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

The Governmental Committee met Monday, February 9, 2015 beginning at 1:00 p.m., in the Large Meeting Room, Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

### ATTENDANCE

Chairman Stu Rodman, Vice Chairman Rick Caporale, and Committee members Cynthia Bensch, Gerald Dawson, Brian Flewelling Alice Howard and Jerry Stewart. Non-Committee members William McBride and Tabor Vaux present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County Staff: Morris Campbell–Community Services Director; Allison Coppage, Assistant County Attorney; Phil Foot, Assistant County Administrator-Public Safety; Joshua Gruber, Deputy County Administrator/Special Counsel; Gary Kubic, County Administrator;and Eric Larson, Division Director–Environmental Engineer.

Public: Jim Beckert, Auditor Elect.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Mr. Rodman chaired the meeting.

### ACTION ITEMS

- 1. Consideration of Reappointment and Appointment**
  - Burton Fire District Commission**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Recommendation:** Council nominate John W. Harris and Thomas Peeples for reappointment to serve as members of the Burton Fire District Commission.

- 2. Consideration of Reappointment and Appointment**
  - Construction Adjustments and Appeals Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Recommendation:** Council nominate Herbert Brown, representing design professional, contractor or building industry; Andrew Corriveau, representing design professional, contractor or building industry; Don Dean, representing design professional, contractor or building industry; Bruce Kline, representing design professional, contractor or building industry; and Albert Thomas, representing design professional, contractor or building industry, for reappointment to serve as members of the Construction Adjustments and Appeals Board.

**Recommendation:** Council nominate Samuel Brusco, representing design professional, contractor or building industry, and Daniel Anderson, representing at-large, for appointment to serve as members of the Construction Adjustments and Appeals Board.

### **3. Consideration of Reappointment and Appointment**

- **Daufuskie Island Fire District**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Recommendation:** Council nominate Patricia Beichler for reappointment to serve as a member of the Daufuskie Island Fire District Board.

### **4. Consideration of Reappointment and Appointment**

- **Lowcountry Regional Transportation Authority**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Recommendation:** Council nominate Richard Hamilton and Alexander Wattay for appointment to serve as members of the Lowcountry Regional Transportation Authority.

## **INFORMATION ITEMS**

### **5. Organizing Discussion**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Committee Chairman Stu Rodman reviewed with members the Committee charter and asked those to come forward with any specific areas of interest.

**Status:** Information only.

## 6. Penny Sales Tax Discussion

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Committee Chairman Stu Rodman reviewed this item with the Committee. At the Realtor's Annual Oyster Roast held in October 2014, there was discussion regarding the various sales tax options. He feels it would benefit the County to have the ability to draft a referendum to fit needs with the expected uses to include Capital Improvements, Property Tax Relief, Marketing and School Operations.

Mr. Stewart suggested discussion with the Legislative Delegation due to their current discussion at the steering committee level.

**Status:** Information only.

## 7. Discussion / Disposition of Funds Returned from Lowcountry Economic Alliance

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Joshua Gruber, Deputy County Administrator / Special Council provided the committee with an update on the Lowcountry Economic Alliance (LEA) and its dissolution. A Plan of Dissolution of the LEA outlines the protocol for such dissolution. Since the LEA is a 501(c)3 organization, its Articles of Incorporation require net proceeds to be distributed to other 501(c)3 organizations. The Board of Directors of the LEA elected to allow Beaufort County to determine the organizations to receive the net proceeds that total approximately \$109,000. The determination is due March 31, 2015; otherwise, the Board of Directors must meet again to determine the eligible entities so the LEA can finalize the filings with the Attorney General and the Secretary of the State.

Mr. Stewart suggested a transfer of the remaining dollars from the Lowcountry Economic Alliance to the Human Service Alliance, where all agencies are 501(c)3. This allocation to the Human Service Alliance could offset the County's yearly allocation.

Mrs. Bensch suggested keeping the dollars in the General Fund. Mr. Caporale agreed.

Mr. Flewelling requested more information relative to the statutory requirements.

Mr. Stewart provided a secondary recommendation of transferring such net proceeds to the Technical College of the Lowcountry Foundation.

Mr. Dawson stated he has received a number of requests from groups soliciting these dollars for their use. He feels it would be wise to hold the documents for the original intended use – economic development.

**Status:** Discussion of the item will continue at the next Governmental Committee.

## **8. Economic Development Discussion**

- **Countywide**
- **Northern Beaufort County**
- **Regional Affiliation**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Committee Chairman Stu Rodman provided the Committee with a PowerPoint presentation on economic development dated October 13, 2014. The presentation included the following recommendations: (1) facilitate deals countywide; (2) convene a countywide healthcare task force; (3) establish a medical commerce park/exercise the Graves Option; (4) do not overlook Heritage Tourism; (5) prepare a north County aerospace site; and (6) establish a north County Public Economic Development Corporation. He also reviewed the recommended strategic initiative as follows:

### Countywide

- Facilitate deals countywide
- Pursue health care as the best countywide opportunity
- Facilitate a Medical Commercial Park

### Northern Beaufort County

- Support a North County Economic Development Corporation
- Prepare a Site in Northern Beaufort County
- Do not overlook Heritage Tourism

**Status:** Information only. No action required.

## NATURAL RESOURCES COMMITTEE

February 9, 2015

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

The Natural Resources Committee met Monday, February 9, 2015 beginning at 2:30 p.m., in the Large Meeting Room, Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

### ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Alice Howard and members William McBride, Jerry Stewart and Tabor Vaux present. Members Gerald Dawson and Steven Fobes absent. Non-committee members Rick Caporale, Cynthia Bensch, Stu Rodman and Paul Sommerville present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County Staff: Morris Campbell, Division Director – Community Services; Allison Coppage, Assistant County Attorney; Tony Criscitiello, Planning Director; Phil Foot, Assistant Administrator – Public Safety; Joshua Gruber, Deputy County Administrator / Special Counsel; Alicia Holland, Assistant Administrator – Finance; Gary Kubic, County Administrator; and Eric Larson, Environmental Engineering Director.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce and Scott Thompson, *Bluffton Today*.

Mr. Flewelling chaired the meeting.

### ACTION ITEMS

1. **Consideration of Reappointments and Appointments**
  - **Design Review Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Howard, that Natural Resources Committee approve and recommend Council nominate the following individuals for appointment to serve as members of the Design Review Board: James Atkins, representing registered architect; Pearce Scott, representing registered architect; John Michael Brock, representing registered landscape architect; James Tiller, representing registered landscape architect; Patrick Kelly, representing design professional; Peter Brower, representing design professional; and Donald Starkey, representing citizen at-large. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Recommendation:** Council nominate the following individuals for appointment to serve as members of the Design Review Board: James Atkins, representing registered architect; Pearce Scott, representing registered architect; John Michael Brock, representing registered landscape architect; James Tiller, representing registered landscape architect; Patrick Kelly, representing design professional; Peter Brower, representing design professional; and Donald Starkey, representing citizen at-large.

## **2. Consideration of Reappointments and Appointments**

### **• Historic Preservation Review Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mrs. Howard, seconded by Mr. Vaux, that Natural Resources Committee approve and recommend Council nominate Rita Igleheart, representing Historic Beaufort Foundation, and Sally Murphy, representing Northern Beaufort County, for reappointment to serve as members of the Historic Preservation Review Board. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Motion:** It was moved by Mr. Vaux, seconded by Mr. Stewart, that Natural Resources Committee approve and recommend Council nominate Katie Epps, representing Bluffton Historic Preservation organization, for appointment to serve as a member of the Historic Preservation Review Board. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Recommendation:** Council nominate Rita Igleheart, representing Historic Beaufort Foundation, and Sally Murphy, representing Northern Beaufort County, for reappointment, and Katie Epps, representing Bluffton Historic Preservation organization, for appointment to serve as members of the Historic Preservation Review Board.

## **3. Consideration of Reappointments and Appointments**

### **• Planning Commission**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Vaux, seconded by Mrs. Howard, that Natural Resources Committee approve and recommend Council nominate Robert Semmler, representing at-large, and Randolph Stewart, representing southern Beaufort County, for reappointment to serve as members of the Planning Commission. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Motion:** It was moved by Mr. Stewart, seconded by Mrs. Howard, that Natural Resources Committee approve and recommend Council nominate Eric Walsnovich, representing southern Beaufort County, for appointment to serve as a member of the Planning Commission. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart, and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

Mr. Caporale, seconded by Mrs. Bensch, who nominated Ken Skodacek, representing southern Beaufort County, for appointment to serve as a member of the Planning Commission.

**Recommendation:** Council nominate Robert Semmler, representing at-large, and Randolph Stewart, representing southern Beaufort County, for reappointment and Eric Walsnovich, representing southern Beaufort County, for appointment to serve as members of the Planning Commission.

Nominate Ken Skodacek, representing southern Beaufort County, for appointment to serve as a member of the Planning Commission.

#### **4. Consideration of Reappointments and Appointments**

- Rural and Critical Lands Preservation Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mrs. Howard, seconded by Mr. McBride, that Natural Resources Committee approve and recommend Council nominate the following individuals for reappointment to serve as a member of the Rural and Critical Lands Preservation Review Board: Bob Bender, representing District 4; Selena Brown, representing District 10; Ed Pappas, representing District 5; and Denise Sullivan, representing District 2. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Vaux, that Natural Resources Committee approve and recommend Council nominate Mark Baker, representing District 8, for appointment to serve as a member of the Rural and Critical Lands Preservation Board. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Recommendation:** Council nominate Bob Bender, representing District 4; Selena Brown, representing District 10; Ed Pappas, representing District 5; and Denise Sullivan, representing District 2 for reappointment and Mark Baker, representing District 8, for appointment to serve as members of the Rural and Critical Lands Preservation Board.

## **5. Consideration of Reappointments and Appointments**

### **• Zoning Board of Appeals**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mrs. Howard, seconded by Mr. McBride, that Natural Resources Committee approve and recommend Council nominate William Cecil Mitchell, representing northern Beaufort County, and Tim Rentz, representing southern Beaufort County, for reappointment to serve as members of the Zoning Board of Appeals. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Recommendation:** Council nominate William Cecil Mitchell, representing northern Beaufort County, and Tim Rentz, representing southern Beaufort County, for reappointment to serve as members of the Zoning Board of Appeals.

## **INFORMATION ITEMS**

### **6. Recommendation by the Stormwater Management Utility Board and Administration to Approve ATM Work Order to Conduct a Five-Year Stormwater Rate Study of the Unincorporated Parcels With Beaufort County**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering, presented this item to the Committee. Beaufort County entered into a contract with Applied Technology & Management, Inc. (ATM) for engineering and consulting services on August 19, 2014 for Beaufort County Stormwater Management needs for FY 2015. Task Order #4 under that contract involves ATM assisting the County with a stormwater utility rate study. The ATM team will conduct a detailed cost of service and rate studies, concurrent with the budgeting process for the fiscal year that will begin July 1, 2015. The team will develop a number of options that meet revenue requirements and select up to six that meet the County’s needs for revenue sufficiency, appropriate allocation of costs to utility customers in underlying jurisdictions, defensibility and reasonable equity for complete analysis and documentation. The outcomes and deliverables from this task order will include documentation of up to six alternatives for meeting revenue requirements over the five-year planning period. At the February 4, 2015 Stormwater Utility Board meeting, the Board discussed and recommended Council approval.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Stewart, that Natural Resources Committee award a contract to Applied Technology & Management, Inc., in the amount of \$48,512 to conduct a detailed cost of service and rate studies, concurrent with the budgeting process for the fiscal year beginning July 1, 2015 (Task Order #4). Funding will come from 50250011-51160,

Stormwater Fees, CIP Funds. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Status:** Awarded a contract to Applied Technology & Management, Inc., to conduct a detailed cost of service and rate studies, concurrent with the budgeting process for the fiscal year beginning July 1, 2015 (Task Order #4). The cost is \$48,521. Funding will come from 50250011-51160, Stormwater Fees, CIP Funds.

**7. Southern Beaufort County Future Land Use Map Amendment For R600-039-00b-0038-0000 (41.7 Acres Off Ulmer Road In Bluffton) From Rural To Urban Mixed Use; Owner: Plyco Farms, LLC / Applicant: Joe Pitts, Jr. / Agent: Don Guscio**

**Southern Beaufort County Zoning Map Amendment/Rezoning Request for R600-039-00b-0038-0000 (41.7 Acres off Ulmer Road In Bluffton, To Be Known As May River Woods Planned Unit Development) From Rural With Transitional Overlay (R-To) To Planned Unit Development (PUD); Owner: Plyco Farms, LLC / Applicant: Joe Pitts, Jr. / Agent: Don Guscio / Withdrawn By Applicant**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** This item was pulled from the agenda at the request of the applicant.

**8. Off Agenda Item – Executive Session**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Ms. Von Harten, seconded by Mr. Vaux, that Natural Resources Committee approve an off-agenda executive session item regarding discussion regarding the development of security personnel or devices. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Motion:** It was moved by Mr. Vaux, seconded by Mrs. Howard, that Natural Resources Committee go immediately into executive session regarding discussion regarding the development of security personnel or devices. YEAS – Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Fobes. The motion passed.

**Status:** Committee went into executive session for discussions of negotiations to proposed contractual arrangements and proposed purchase of property.

## **PUBLIC FACILITIES COMMITTEE**

**February 16, 2015**

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

The Public Facilities Committee met Monday, February 16, 2015 beginning at 4:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

### **ATTENDANCE**

Chairman Gerald Dawson and members Cynthia Bensch, Steven Fobes, Alice Howard, William McBride and Paul Sommerville present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.) Rick Caporale. Non-committee members Stu Rodman and Jerry Stewart present.

County Staff: Eddie Bellamy, Public Works Director; Allison Coppage, Assistant County Attorney; Phil Foot, Assistant County Administrator-Public Safety; Joshua Gruber, Deputy County Administrator/Special Counsel; Colin Kinton, Division Director-Transportation Engineering; Gary Kubic, County Administrator; Eric Larson, Division Director-Environmental Engineering; Shannon Loper-Deputy Director, Parks and Leisure Services; Scott Marshall, Director, Parks and Leisure Services; Rob McFee, Division Director-Facilities & Construction Engineering; and Tallulah Trice, Animal Services Director.

Public: Andrew Beall, Executive Director, Santa Elena Foundation; Charlotte Brown, Robert Smalls Alumni Association; Walter Clark, Robert Smalls Alumni Association; William Ladson, Rural and Critical Lands Preservation Board; Dean Moss, Friends of Spanish Moss Trail; Phil Prescott, Sea Island Youth Enrichment Program; and Sandra Redwood, Area Coordinator, Sea Island Youth Enrichment Program.

Media: Joe Croley, Lowcountry Inside Track.

Mr. Dawson chaired the meeting.

### **ACTION ITEMS**

#### **1. Local 3% Accommodations Tax Funding Request – Beaufort Spanish Moss Trail – Phase 2**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. Beaufort County received a Federal (Green Corridor) grant administered by SCDOT for the design and construction of Spanish Moss Trail – Phase 2 in the amount of \$1,043,520. The purpose of this project is to rehabilitate the old railroad line into a pedestrian walking trail. Phase 2 is approximately 1.745 miles in length and is that section between Depot Road and Broad River Boulevard.

The cost projection total for Spanish Moss Trail Phase 2 is \$2,091,826.15 to include design, construction, CEI/testing, and \$100,000 contingency for this project. The balance of Beaufort County project funding is \$1,078,306.60 (including expenditures for design, permits and bidding costs). The County's grant match is being funded from Local 3% Accommodations Tax based on Council's previous award approval of the design contract at \$271,579.

In order to move this project forward, staff is requesting the balance of Council funding required to complete the project, less the amount previously approved for the design contract. The remaining budget amount, requiring approval is \$806,727.15 from Local 3% Accommodations Tax with a current available balance of \$2,378,139.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Vaux, that Committee approve and recommend to Council first reading approval of an ordinance to appropriate funds not to exceed \$806,727 from the Local 3% Accommodations Tax fund to the County General Fund for construction of the Spanish Moss Trail – Phase 2. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. ABSENT – Mr. Caporale. The motion passed.

**Recommendation:** Council approve on first reading an ordinance to appropriate funds not to exceed \$806,727 from the Local 3% Accommodations Tax fund to the County General Fund for construction of the Spanish Moss Trail – Phase 2.

**2. Consideration of Contract Award – Beaufort County Spanish Moss Trail – Phase 2 (> \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. Beaufort County issued an Invitation to Bid for construction of the Spanish Moss Trail – Phase 2. Phase 2 constructs the portion of the trail between Depot Road and Broad River Boulevard. Construction includes drainage, grading, a concrete pathway, amenities, Battery Creek trestle repair and repurposing, signage, and pedestrian crossing signal at S.C. Highway 170. Lewallen Construction Co., Inc., Marietta, Georgia was the certified low bidder with a responsive bid and good faith DBE efforts. The bid amount is \$1,558,602.95. The project funding is \$1,078,306.60 from Local 3% Accommodations Tax and a \$1,043,520 grant from the FWHA grant match administered by SCDOT. The source of funding is the Rail Trail Expenditure account #48060011-54435.

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Bensch, that Committee approve and recommend to Council a contract award to Lewallen Construction Co., Inc., Marietta, Georgia in the amount of \$1,558,602.95 for the construction of the Spanish Moss Trail – Phase 2. The source of funding is Rail Trail Expenditure account #48060011-54435. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. ABSENT – Mr. Caporale. The motion passed.

**Recommendation:** Council award a contract to Lewallen Construction Co., Inc., Marietta, Georgia in the amount of \$1,558,602.95 for construction of the Spanish Moss Trail – Phase 2. The source of funding is the Rail Trail Expenditure account #48060011-54435.

### **3. Discussion / An Ordinance Authorizing the County Administrator to Execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Josh Gruber, Deputy County Administrator/Special Counsel, reviewed the various Articles of the Lease Agreement between Beaufort County and the Santa Elena Project Foundation for use of the Federal Courthouse.

**Motion:** It was moved by Mr. Fobes, seconded by Mrs. Howard, that Committee approve and recommend to Council third and final reading approval of an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. ABSENT – Mr. Caporale. The motion passed.

**Recommendation:** Council approve on third and final reading an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse.

### **4. Discussion / Removal of Pritchard Street, Bluffton from County Road Maintenance**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. An unpaved section of Pritchard Street is located in the Town of Bluffton off Bridge Street. County Public Works has maintained approximately the 0.1-mile dirt road for more than 20 years. This unpaved section of Pritchard Street was selected for paving in FY 09/10 – FY 12/13 Dirt Road Paving Program subject to obtaining right of way for that purpose. In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County should have a deeded 50-foot right of way before the road can be improved. The County does not own right of way nor have an easement for Pritchard Street.

Engineering has completed two written requests to the nine property owners to contribute right of way in order to pave Pritchard Street. The second requests were sent as registered mail with return receipt. Only three property owners granted right of way. With such limited community support for granting rights of way, staff would not recommend condemnation actions.

The Engineering and Public Works Departments jointly recommend that Pritchard Street be designated as a private road and that County perform no further work or maintenance on this road.

**Motion:** It was moved by Mr. Vaux, seconded by Mrs. Bensch, that Committee approve and recommend to Council the designation of Prichard Street as a private road and that County perform no further work or maintenance on this road. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. ABSENT – Mr. Caporale. The motion passed.

**Recommendation:** Council designate Prichard Street as a private road and that County perform no further work or maintenance on this road.

##### **5. Discussion / Adjustment to Road Use and Automobile Tag Fee**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. Beaufort County implemented automobile tag (TAG) fees in 1972 at a rate of \$2.00 for every vehicle registered in Beaufort County to fund improvements for County maintained roads. In 1993, the Council adjusted the fee to \$10.00 per vehicle. Since that time, inflation has reduced the ability of these funds to meet the infrastructure improvement demands placed on it. Additionally, unfunded mandates requirements as well as roadway-signage reflectivity requirements have placed additional demands on these funds in the form of improved handicap access ramps and upgraded signs.

At present, TAG fee collections are approximately \$1.5 million per year. Using the Bureau of Labor and Statistics Consumer Price Index inflation calculator, a \$10 fee in 1993 adjusted for inflation is \$16.38 in 2014 dollars. For the first five-dirt road paving contracts let and awarded in the 1994 to 1996 time period, the construction cost for dirt road paving averaged \$340,444 per mile. For the last five dirt road paving contracts, the average construction cost has risen to \$599,598 per mile of dirt road. The dirt road mileage paved in the period of 1994 to 2002 (two, four-year paving programs) was 39.6 miles. The total mileage for the last 8 years was 28.3 miles. This represents a total difference of 11.3 miles over 8 years or 1.41 miles of dirt road, paving deferred each year to future years.

As a result of the dirt road paving program and rapid growth over the last 20 years, Beaufort County is responsible for over 200 miles of paved roads as well. These facilities range in size from Bluffton Parkway / Buckwalter Parkway with four lane and daily traffic counts of up to 23,000 vehicles per day to local roads with less than 100 vehicles per day. For an average resurfacing cycle of 20 years, approximately 10 miles of County road should be resurfaced per year at a project cost of \$1.6 million annually. Over the last 5 years, Beaufort County has been able to resurface about 11.74 miles of County roadway or 2.34 miles per year.

At present Hampton County charges a vehicle fee of \$25 per vehicle and Jasper County \$20 per vehicle.

**Motion:** It was moved by Mrs. Howard, seconded by Mr. Fobes, that Committee approve and recommend to Council first reading approval text amendment to the ordinance establishing a road maintenance fee on all vehicles which are domiciled and garaged in Beaufort County and thereby use the roadways and bridges owned and maintained by Beaufort County and the State to increase the fee from \$10.00 to \$20.00 and provide for subsequent increases as appropriate based on the Consumer Price Index. The vote: YEAS – Mrs. Bensch, Mr. Fobes, Mrs. Howard and Mr. Vaux. NAYS – Mr. Dawson and Mr. McBride. ABSENT – Mr. Caporale. The motion passed.

**Recommendation:** Council approve on first reading a text amendment to the ordinance establishing a road maintenance fee on all vehicles which are domiciled and garaged in Beaufort County and thereby use the roadways and bridges owned and maintained by Beaufort County and the State to increase the fee from \$10.00 to \$20.00 and provide for subsequent increases as appropriate based on the Consumer Price Index.

## **INFORMATION ITEM**

### **6. Review of Sample Signage Beaufort County Government Robert Smalls Complex**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Committee members reviewed several sample entrance signs to the Beaufort County Government Robert Smalls Complex. Members of the Robert Smalls Alumni Association endorsed sample 2 (Beaufort County Government Robert Smalls Complex with the County local appearing on the left side) and requested increasing the height and uniformity of the letters.

**Status:** Staff was instructed to bring back a rendering of the sample sign that incorporates an increase in the height and uniformity of the letters.

#### **4. Discussion / Emergency Road Repair**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Josh Gruber, Deputy County Administrator, reviewed this item with the Committee. This issue has arisen out of a request that we received regarding emergency road maintenance to Little Opossum Lane, which is a dirt road within the municipal boundaries of the Town of Bluffton. We sent emergency staff from both EMS and fire department to review that road. They both indicated that they would be unable to get emergency vehicles across that particular vehicle roadway now due to its deterioration. This is not the first instance that we have had. We have a number of these requests that come up during the course of the year.

Mr. Gruber is seeking further discussion with the Committee about potentially developing a policy with regard to how we go about addressing these situations. Currently, the policy is that a request will come to our Public Works staff. Public Work staff and/or the emergency services people will investigate the site. They will make a recommendation back to the administration; and, based upon the nominal amount that is involved in providing the maintenance (the determination is made case-by-case), about whether to go ahead and expend the funds to provide the one-time maintenance.

Mr. Gruber proposes staff develop a policy wherein the County would place some kind of assessment on those property owners, who adjoin the private roadway and whose responsibility it is to provide the maintenance, if the County is required to make emergency repairs.

**Status:** Staff will go back, review the policy, and come back with some language regarding specificity as to today's suggests. Committee will have an opportunity to weigh in on this issue again.

#### **5. Discussion / Use of Dale Community Center / Sea Island Youth Program**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Ms. Sandra Redwood, Area Coordinator, Sea Island Youth Enrichment Program (Program), presented this item to the Committee. This Program is requesting the use of the Dale Community Center to host a daily therapeutic after-school program. The program will serve youths between the age of six and seventeen. Activities will be selected from all of the wellness components (mental, social, emotional, physical and vocational). Upon enrollment, youths will be registered in the program and given an orientation. The program will daily augment manual activities with a variety of other recreational / educational / life skills development activities from our youth program curriculum. In addition to manual activities, we will have a diversionary activity (such as drill team, choir, dance troupes, drumming and dancing) as youth programming options. All activities and material will recognize the cultural

diversity and background of the population served and the fact that youths have a different learning style.

**Status:** Committee instructed staff to develop a Lease Agreement to facilitate the Sea Island Youth Enrichment Program use of the Dale Community Center to host a daily therapeutic after-school program.

## 6. Discussion / Perryclear Bridge Update

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** At present, Perryclear Bridge is in design and permitting. The contract was awarded last year to United Constructors. The replacement looks to be a single pier in the middle of what is known as Mulligan Creek, which will free up that waterway considerably. We have had a series of meetings with MCAS Beaufort staff as well as the utility companies in order to address any issues that are a result of the construction work. We anticipate permits in hand April. We anticipate mobilization on the site May 1. At present, the construction period is approximately 90 days. The project will be completed in the fall of 2015 to include cleanup and paving.

**Status:** Information only.

## 7. Executive Session

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Fobes, seconded by Mrs. Bensch, that Committee go immediately into executive session to discuss negotiations incident to proposed contractual arrangements and proposed sale or purchase of property. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. ABSENT – Mr. Caporale. The motion passed.

## BOARDS AND COMMISSIONS

### Reappointments and Appointments March 9, 2015

#### 1. Community Services Committee

##### ① Beaufort Memorial Hospital Board

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Terry Murray	At-large	Reappoint	10/11
01.26.15	James Simmons	At-large	Reappoint	10/11

#### 2. Finance Committee

##### ① Accommodations Tax (2%) Board

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Dick Farmer	At-large	Reappoint	10/11

#### 3. Governmental Committee

##### ① Burton Fire District

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	John Harris	Fire Service Area	Reappoint	8/11
02.09.15	Thomas Peeples	Fire Service Area	Reappoint	10/11

##### ② Construction Adjustments and Appeals Board

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	Herbert Brown	Design Professional	Reappoint	10/11
02.09.15	Andrew Corriveau	Design Professional	Reappoint	10/11
02.09.15	Don Dean	Design Professional	Reappoint	10/11
02.09.15	Bruce Kline	Design Professional	Reappoint	10/11
02.09.15	Albert Thomas	Design Professional	Reappoint	8/11
02.09.15	Samuel Brusco	Design Professional	Appoint	6/11
02.09.15	Daniel Anderson	At-large	Appoint	6/11

##### ③ Daufuskie Island Fire District

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	Patricia Beichler	Fire Service Area	Reappoint	10/11

##### ④ Lowcountry Regional Transportation Authority

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	Richard Hamilton	At-large	Appoint	6/11
02.09.15	Alexander Wattay *	At-large	Appoint	6/11

\*Nominee only interested in serving on Airports Board.

#### 4. Natural Resources Committee

##### ① Design Review Board

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	James Atkins	Registered Architect	Appoint	6/11
02.09.15	Pearce Scott	Registered Architect	Appoint	6/11
02.09.15	John Michael Brock	Registered Landscape Architect	Appoint	6/11
02.09.15	James Tiller	Registered Landscape Architect	Appoint	6/11
02.09.15	Patrick Kelly	Design Professional	Appoint	6/11
02.09.15	Peter Brower	Design Professional	Appoint	6/11
02.09.15	Donald Starkey	At-large	Appoint	6/11

##### ② Historic Preservation Review Board

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	Rita Igleheart	Historic Beaufort Foundation	Reappoint	10/11
02.09.15	Sally Murphy	Northern Beaufort County	Reappoint	10/11
02.09.15	Katie Epps	Bluffton Historic Preservation Organization	Appoint	6/11

##### ③ Planning Commission

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	Robert Semmler	At-large	Reappoint	10/11
02.09.15	Randolph Stewart	Southern Beaufort County	Reappoint	8/11
02.09.15	Eric Walsnovich *	Southern Beaufort County	Appoint	6/11
02.09.15	Ken Skodacek *	Southern Beaufort County	Appoint	6/11

\*There are two nominees to fill one vacancy.

##### ④ Rural and Critical Lands Preservation Board

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	Bob Bender	District 4	Reappoint	8/11
02.09.15	Selena Brown	District 10	Reappoint	10/11
02.09.15	Ed Pappas	District 5	Reappoint	10/11
02.09.15	Denise Sullivan	District 2		
02.09.15	Mark Baker	District 8	Appoint	6/11

##### ⑤ Zoning Board of Appeals

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
02.09.15	William Mitchell	Northern Beaufort County	Reappoint	8/11
02.09.15	Tim Rentz *	Southern Beaufort County	Reappoint	8/11

\* Board resignation effective 02.17.15.



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

**TO:** Councilman Jerry W. Stewart, Chairman, Finance Committee  
**FROM:** Dave Thomas, CPPO, Purchasing Director *DT*  
**SUBJ:** **RFP # 110614 Request for Proposal to Provide Photocopier/Multifunction Printer Lease and Print Management Services for Beaufort County**  
**DATE:** February 16, 2015

**BACKGROUND:** Beaufort County Purchasing Department issued a Request for Proposal (RFP) to qualified vendors for Photocopier/Multifunction Lease services for Beaufort County, which included print management services for desktop printers. Beaufort County is currently under a contract with ABR which provides a cost per copy maintenance contract and rental lease fee for 99 multifunction copiers (MFC). The proposal requested that the vendors provide a multifunction photocopier/printer lease program, which includes the option to service our desktop laser printers. The County currently has an estimated 119 desktop laser printers that will require services for supply and maintenance. Under the resulting contract, the contractor will be required to provide and install all copiers/printers, provide all consumables (excluding paper/staples) and maintain all copiers/printers. The initial contract term will be for three years with the option to extend the contract for an additional two years subject to a mutual agreement by both the County and the contractor. The Evaluation Committee consisted of five (5) Beaufort County staff members: Dan Morgan, Director for Mapping & Applications; Heather Haase, Help Desk Team Leader; Andrew Dalkos, Director for Systems Management; Pat Garvin, Probate Court; and Alan Eisenman, Finance. Beaufort County received four (4) responses to the RFP. They reviewed and evaluated all RFPs and decided to interview the top three (3) vendors listed below. After the interviews, the committee requested "Best and Final Offers" from all three vendors. The committee reviewed the "Best and Final Offer" responses from all firms and completed their final ranking. ABR Digital Office Solutions was unanimously selected and ranked the number one (1) firm. The final ranking is as follows:

<u>VENDOR NAME AND FINAL RANKING:</u>	<u>"BEST AND FINAL ANNUAL COST"</u>
1. ABR Digital Office Solutions, Savannah, GA	\$210,581
2. Carolina Office Systems, Wando, SC	\$231,326
3. Sharp Business Systems of SC, Greenville, SC	\$239,078
4. COMDOC, Inc., Savannah, GA**	NA

\*\*COMDOC was non-responsive; they did not address Print Management.

The initial three (3) year term is effective May 1, 2015 to April 30, 2018.

**PRIOR YEAR COST:** December 1, 2013 thru November 30, 2014 the cost for Alford Leasing was \$133,624; the cost of Automated Business Services was \$93,452, for a total annual cost of \$227,076. We are currently on a month to month agreement until May 1, 2015. We are requesting approval from the finance committee to approve the month to month estimated cost of \$85,770\* through April 30, 2015.

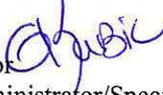
\*ABR estimated cost per copy each month averages \$6,083. Our estimated cost for five months equals \$30,415. Alford Leasing fixed cost per month is \$11,071 and our estimated cost for five months equals \$55,355. The estimated total cost for the month to month extension is \$85,770.

**FUNDING:** The lease and maintenance contract is paid by various department accounts (51140-Equipment Rental, 52010-Supplies).

**PROPOSED YEARLY COST:** \$210,581 based on fixed lease cost, cost per copy for maintenance, and print management (see the attached cost summary sheet). All vendors were given a list of our current MFC and laser printers, which included average monthly volumes and equipment location (See ABR's attached pricing sheet).

**FOR ACTION:** Finance Committee Meeting on February 16, 2015.

**RECOMMENDATION:** The Purchasing Department recommends that the Finance Committee approve and recommend to County Council the contract award to ABR Digital Office Solutions, for Photocopier/Multifunction lease and Print Management services for Beaufort County for a total three year contract cost of \$631,743.

CC: Gary Kubic, County Administrator   
Josh Gruber, Deputy County Administrator/Special Counsel   
Alicia Holland, Asst. Co. Administrator, Finance   
Monica Spells, Asst. Co. Administrator, Civic Engagement   
Andrew Dalkos, IT Division Director for Systems Management   
Dan Morgan, IT Division Director for Mapping & Applications 

Att: RFP Scoring Summary Sheet, Pricing Information, ABR's Pricing Sheet

## **Cost Summary for each Vendor:**

### **ABR Digital Office Systems:**

1. Total annual cost for leasing 99 MFC with tax:	\$85,910
2. Total annual cost for maintenance 99 MFC with tax:	\$79,465
3. Total annual cost for print management with tax:	<u>\$45,206</u>
4. Total annual cost for all services with tax:	\$210,581

Notes: 1. The lease is for 99 MFC fix lease price per machine. 2. ABR self remits tax on parts and therefore will not collect tax from Beaufort County. The charge per copy for Black and White is .005 cents and .05 cents for color. 3. The print management cost per copy is .029 cents for Black and White, and .059 cents for color. All pricing includes network administration software and their remote virtual access trouble shooting. Their Print Management plan includes the replacement of printers when necessary at no additional cost. There is no cost for relocation or replacement of MFC or printers.

### **Carolina Office Systems:**

1. Total annual cost for leasing 99 MFC with tax:	\$115,790
2. Total annual cost for maintenance 99 MFC with tax:	\$95,715
3. Total annual cost for (119 laser printers) print management with tax:	<u>\$19, 821</u>
4. Total annual cost for all services with tax:	\$231,326

Notes: 1. The lease is for a fixed fee per machine and accessories. 2. Maintenance is covered by cost per copy, .0059 cents for Black and White, and .059 cents for color. Some machines offered .0049 cents for Black and White. Maintenance covers everything except paper & staples. All pricing includes network administration software and their remote virtual access trouble shooting.

### **Sharp:**

1. Total annual cost for leasing 99 MFC with tax:	\$93,081
2. Total annual cost for maintenance 99 MFC with tax:	\$99,234
3. Total annual cost for (119 laser printers) print management with tax:	<u>\$46,763</u>
4. Total annual cost for all services with tax:	\$239,078

Notes: 1. The lease is for a fixed fee per machine and accessories. 2. Maintenance is covered by cost per copy, .0069 cents for Black and White, and .053 cents for color. All pricing includes network administration software and their remote virtual access trouble shooting. Vendor would like payment in full in advance for each year.

## **Cost Summary for each Vendor:**

### **ABR Digital Office Systems:**

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RFP#110614 Best and Final Offer		Photocopier/Multifunction Printer Lease Services for Beaufort County		December 30, 2015, 3:00 p.m.																								
Company Name:		Minimum Pages Per Minute		Color option?		Recommended Model		Pages Per Minute		Accessories		Cost Per Month Lease		Annual Cost for Lease		Beaufort County Estimated Monthly Volume Per Machine BW Copies		Beaufort County Estimated Monthly Volume Per Machine Color Copies		Monthly Maintenance Cost Per Copy Black/White based on estimated monthly Volume**		Monthly Maintenance Cost Per Copy Color based on estimated monthly Volume**		Annual Maintenance Cost Per Copy Black/White based on estimated monthly Volume		Annual Maintenance Cost Per Copy Color based on estimated monthly Volume		
BUILDING/ADDRESS	DEPARTMENT		Accessories	Color option?	Recommended Model	Pages Per Minute	Accessories	Cost Per Month Lease	Annual Cost for Lease	Beaufort County Estimated Monthly Volume Per Machine BW Copies	Beaufort County Estimated Monthly Volume Per Machine Color Copies	cpc	cpc	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	
PARKS & LEISURE	Parks & Leisure, Bluffton 61 Ulm	16	df cab finisher	No	Konica Minolta 215	21	Feeder duplex print scan	\$ 35.94	\$ 431.28	360		0.005	\$ 1.80	0.05	\$ -	12	\$ 21.60	\$ -										
BLUFFTON CENTER, 1st Floor	Social Services - Bluffton	16	SU502 NC501	No	Konica Minolta 215	21	Feeder duplex print scan	\$ 35.94	\$ 431.28	405		0.005	\$ 2.03	0.05	\$ -	12	\$ 24.30	\$ -										
BLUFFTON CENTER, 1st Floor	Sheriff Substation	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	1389		0.005	\$ 6.95	0.05	\$ -	12	\$ 83.34	\$ -										
BLUFFTON CENTER, Room 203	Magistrate, Bluffton	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	2697		0.005	\$ 13.49	0.05	\$ -	12	\$ 161.82	\$ -										
BLUFFTON CENTER, Room 203	Magistrate, Bluffton	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	4930		0.005	\$ 24.65	0.05	\$ -	12	\$ 295.80	\$ -										
LIBRARY, BLUFFTON, 120 Palmetto Way	Library, Bluffton	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	4492		0.005	\$ 22.46	0.05	\$ -	12	\$ 269.52	\$ -										
Sheriff's Office 7 Plantation Drive	Drug Task Force	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	5658		0.005	\$ 28.29	0.05	\$ -	12	\$ 339.48	\$ -										
LIBRARY, BLUFFTON	Library, Bluffton	22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	316		0.005	\$ 1.58	0.05	\$ -	12	\$ 18.96	\$ -										
LIBRARY, BLUFFTON	Library, Bluffton	22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	501		0.005	\$ 2.51	0.05	\$ -	12	\$ 30.06	\$ -										
ROADS & DRAINAGE, 9 Bentonfield Dr, Bluffton	Roads & Drainage South	22	SU502 NC501	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	3702		0.005	\$ 18.51	0.05	\$ -	12	\$ 222.12	\$ -										
BLUFFTON CENTER, 3rd Floor	Business License, Bluffton	30	SU502 NC501	No	Konica Minolta 224e	22	Feeder Duplex Cabinet color scanning 2 drawers bypass	\$ 46.09	\$ 553.08	499		0.005	\$ 2.50	0.05	\$ -	12	\$ 29.94	\$ -										
ASSESSOR OFFICE	4819 BLUFFTON PKWY	22	df cab	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass	\$ 61.14	\$ 733.68	1092	559	0.005	\$ 5.46	0.05	\$ 27.95	12	\$ 65.52	\$ 335.40										
BLUFFTON CENTER, 4819 Bluffton Pkwy Room 303	Alcohol & Drug Abuse, Bluffton	36	df cab finisher	Yes	Konica Minolta c364e	36	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 104.19	\$ 1,520.28	5891		0.005	\$ 29.46	0.05	\$ -	12	\$ 353.46	\$ -										
Drug Task Force	1021 Okatie Hwy	36	feeder cab	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass	\$ 61.14	\$ 733.68	2791	1374	0.005	\$ 13.96	0.05	\$ 68.70	12	\$ 167.46	\$ 824.40										
PARKS & LEISURE, BLUFFTON 61B Ulmer Road	Parks & Leisure Buckwalter	50	df finisher ic 207	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 72.62	\$ 873.84	2734		0.005	\$ 13.67	0.05	\$ -	12	\$ 164.04	\$ -										
BLUFFTON												0.005	\$ -	0.05	\$ -	12	\$ -	\$ -										
<b>Total machines needed for Bluffton</b>		<b>15</b>						\$ 829.30	#####												\$ 2,247.42	\$ 1,169.80						

RFP#110614 Best and Final Offer		Photocopier/Multifunction Printer Lease Services for Beaufort County		December 30, 2015, 3:00 p.m.																	
Company Name	Minimum Pages Per Minute																				
BUILDING/ADDRESS	DEPARTMENT	Accessories	Color option?	Recommended Model	Pages Per Minute	Accessories	Cost Per Month Lease	Annual Cost for Lease	Beaufort County Estimated Monthly Volume Per Machine B/W Copies	Beaufort County Estimated Monthly Volume Per Machine Color Copies	Monthly Maintenance Cost Per Copy Black/White based on estimated monthly Volume**	Monthly Maintenance Cost Per Copy Color based on estimated monthly Volume**	Annual	Annual Maintenance Cost Per Copy Black/White based on estimated monthly Volume	Annual Maintenance Cost Per Copy Color based on estimated monthly Volume						
HILTON HEAD																					
593 WM HILTON PKWY	Disabilities & Special Needs		16	SUS02 NC501	No	Konica Minolta 215	21	Feeder duplex print scan	\$ 35.94	\$ 431.28	159	.005	\$ 0.80	0.05	0	12	\$ 9.54	\$ -			
AIRPORT, Hilton Head, 88 Squire Pope Road	Airport, Hilton Head		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	1510	.005	\$ 7.55	0.05	0	12	\$ 90.60	\$ -			
AIRPORT, Hilton Head, ARFF Bldg	Airport, Hilton Head		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	7	.005		0.05	0	12	\$ -	\$ -			
HILTON HEAD CENTER	Staff Services/Veterans Affairs		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	2664	.005	\$ 13.32	0.05	0	12	\$ 159.84	\$ -			
LIBRARY, HILTON HEAD 11 Beach City Road	Library, Hilton Head		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	5127	.005	\$ 25.64	0.05	0	12	\$ 307.62	\$ -			
SHERIFF, HILTON HEAD Shelter Cove Lane	Sheriff Dep.		22	feeder cab finisher	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 72.82	\$ 873.84	1781	.005	\$ 8.91	0.05	85.25	12	\$ 106.86	\$ 1,023.00			
SHERIFF, HILTON HEAD	Sheriff, Hilton Head (Investigations)		22	feeder cab finisher	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 72.82	\$ 873.84	7	.005		0.05	0	12	\$ -	\$ -			
LIBRARY, HILTON HEAD	Library, Hilton Head		22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	9656	.005	\$ 483.03	0.05	0	12	\$ 5,796.36	\$ -			
LIBRARY, HILTON HEAD	Library, Hilton Head		22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	1826	.005	\$ 9.13	0.05	0	12	\$ 109.56	\$ -			
SHERIFF, HILTON HEAD 7 Lagoon Road	Sheriff, Hilton Head		30	feeder loc finisher	No	Konica Minolta 224e	22	Feeder Duplex LCC and finisher bypass	\$ 69.61	\$ 823.32	3238	.005	\$ 16.19	0.05	0	12	\$ 194.28	\$ -			
SHERIFF, HILTON HEAD	Sheriff, Hilton Head		45	feeder loc finisher	Yes	Konica Minolta C224e	22	Feeder Duplex LCC and finisher color scanning bypass	\$ 81.79	\$ 981.48	2490	.005	\$ 12.90	0.05	174	12	\$ 149.94	\$ 2,088.00			

<b>Total machines recommended for all locations:</b>	99								\$628.48	\$7,541.76											
1. Total Cost for Annual Leasing (without tax included):	\$ 81,047.16	ABR Total annual expense (MFP's/Maintenance/Printer Management Taxes)																			
2. Total Cost for Annual Leasing (with tax included):	\$ 85,909.99	\$ 210,581.19																			
3. Total Cost for Annual Maintenance (without tax):	\$ 79,464.96																				
4. Total Cost for Annual Maintenance (with tax):	\$ 79,464.96	ABR Self remits tax on parts and therefore will not collect it from Beaufort County																			
5. Total Annual Cost for Print Management (without tax):	\$ 45,206.24	.029 per page based on monthly volume of 129,903 from Addendum 1																			
6. Total Annual Cost for Print Management (with tax):	\$ 45,206.24	ABR Self remits tax on parts and therefore will not collect it from Beaufort County																			

7. Explain any additional charges or discounts. This includes any relocation, delivery charge, or rer No Additional fees

Notes:

Item 1: Total Cost for Annual Leasing is based on a 12 month period. May be extended up to five years.

Item 2: Total Cost for Annual Maintenance is based on Beaufort County's estimated monthly volume times the vendors cost per copy based on a twelve month period.\*\*

Item 3: Total Annual Cost is based on a price per copy, machine model, and based on Black/White or Color copies. If providing a different price per page for each machine, Vendors must attach a pricing sheet showing the cost per copy and machine covered.

\*Tax should be based on South Carolina 6% State tax.

\*\*These are new machines and are not networked.



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT

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

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee  
FROM: Dave Thomas, CPPO, Purchasing Director *at*  
SUBJ: Emergency Medical Service (EMS) Purchase Remounting Services for two Ambulances  
DATE: February 16, 2015

**BACKGROUND:** The Purchasing Department received a request from Beaufort County's EMS Department to purchase two new 2015 Dodge Ram 4500 4x2 Ambulance Remounts, which includes remounting services. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department along with First Vehicle Services recommends the purchase of the Dodge Ambulances due to their overall performance and the close proximity of the factory to Beaufort County.

The HGAC Buy contract will provide remounting of two of the current fleet ambulances as these modules are in good structural condition. The old chassis would be traded into Northwestern and remounting of the ambulances would include a new 2015 Dodge D4500, 4x2 Diesel Type I cab/chassis, HVAC, emergency and compartment lights. Also, the module would be repainted and interior refurbished. The remounted ambulances receive the same manufacturer warranty as the new ambulance. All of the ambulances will be delivered to the County before the end of the fiscal year.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
AEV/Northwestern Emergency Vehicles, Jefferson, NC	
Remount Ambulances (2 @ \$116,933.12 each)	\$233,867
SC Sales Tax (2 x \$300)	\$600
Grand Total	\$234,467

**FUNDING:** Account #40090011-54003, EMS, Vehicle Purchases

**FOR ACTION:** Finance Committee meeting occurring February 16, 2015.

**RECOMMENDATION:** The Finance Committee approve and recommend to County Council the contract award to purchase remounting services for the two existing County ambulances from the aforementioned contractor for a total cost of \$234,467.

CC: Gary Kubic, County Administrator  
Joshua Gruber, Deputy County Administrator  
Alicia Holland, Asst. Co. Administrator, Finance  
Phil Foot, Asst. Co. Administrator, Public Safety  
Donna Ownby, EMS Director *DMO*

Att: HGAC Buy Cooperative Contract Pricing

# Northwestern Emergency Vehicles

# QUOTE

PO Box 790  
Jefferson ,NC 28640

DATE: 12/10/14

QUOTE FOR Beaufort County EMS  
PO Drawer 1228  
Beaufort SC 29901

RE: QUOTE FOR 2015 Dodge 4500

Comments or special instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
David Hudler	n/a	n/a	n/a	n/a	n/a

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	2015 DODGE 4500 TYPE I REMOUNT AMBULANCE PER YOUR SPECS		\$116,243.00
1	HGAC Fee		\$750.00
		SUBTOTAL	
		SHIPPING	
		TOTAL	\$116,993.12

David Hudler  
[david@nwev.com](mailto:david@nwev.com)  
336-977-1015 (cell)



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

AM10-14

Date Prepared:

12/10/2014

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	BEAUFORT COUNTY	Contractor:	AEV / Northwestern Emergency Vehicles
Contact Person:	DAVE THOMAS, CPPO, CPPB	Prepared By:	David Hudler
Phone:	843-255-2353	Phone:	336-977-1015 (cell) or 800-536-8488(office)
Fax:	843-255-9437	Fax:	336-246-8978
Email:	dthomas@bcgov.net	Email:	david@nwev.com

Product Code:	AE09	Description:	2015 Ram 4500 4x2 Diesel Type I Base Ambulance Remount
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$75,583.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
YY00 WHEEL SIMULATORS	385.00	YY13 NEW DIAMOND PLATE	2,500.00
YY01 RUNNING BOARDS	467.00	YY15 NEW WHEEL MOLDING	400.00
YY03 SIREN SPEAKERS	587.00	YY16 NEW WEATHER STRIPPING	750.00
YY04 LIQUID SPRING SUSPENSION	8,800.00	YY17 NEW ALL DOOR AND CEILING HANDLES	750.00
YY05 NEW UPHOLSTERY	1,020.00	YY19 NEW BODY MARKER LIGHTS	238.00
YY10 NEW LEXAN	350.00		
YY12 NEW REAR BUMPER	1,800.00	Subtotal From Additional Sheet(s):	12,023.00
		Subtotal B:	30,070.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RE-WIRE THE ELECTRICAL SYSTEM	3,000.00	UPGRADE WARNING LIGHTS	3,882.00
CHEVRONS	750.00		
PAINT BELT PER CUSTOMER'S SPECS	1,435.00	Subtotal From Additional Sheet(s):	
LETTERING PER CUSTOMER'S SPECS	1,523.12	Subtotal C:	10,590.12

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 10%

**D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

Description	Cost	Description	Cost
		Subtotal D:	0

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)**

Quantity Ordered:	1	X Subtotal of A + B + C + D:		=	Subtotal E:	116,243.12
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**F. H-GAC Fee Calculation (From Current Fee Tables)** Subtotal F: \$750.00

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		Subtotal G:	0

**Delivery Date:** **H. Total Purchase Price (E+F+G): \$116,993.12**



ORDINANCE

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA TO AMEND SECTION 2-346, ET SEQ. OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED OFFICIALS, EXCLUDING COUNTY COUNCIL MEMBERS.

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

WHEREAS, the County Council of Beaufort County has created a salary administration program for compensating elected and appointed officials; and

WHEREAS, the County Council of Beaufort County has established an entry level salary for each elected and appointed official; and

WHEREAS, the County Council of Beaufort County deems it advisable to establish an Ordinance outlining the policy for the establishment of such a plan and the entry-level salaries for each elected and appointed official referenced herein; and

WHEREAS, an Ordinance is the mode prescribed by law to create a salary administration program for elected and appointed officials and to establish entry-level salaries for each elected and appointed official.

NOW, THEREFORE, BE IT ORDAINED by County Council of Beaufort County in a meeting duly assembled, by their authority to create such a plan and the entry-level salaries by Ordinance does hereby amend Beaufort County Code of Laws Section 2-346, et seq., to read as follows:

Section 2-346 – Salary administration program created

There is created a salary administration program for compensating elected and appointed officials, other than members of the council, and to establish entry level salaries for each elected and appointed position.

1. Auditor
2. Clerk of Court
3. Coroner
4. Probate Judge
5. Sheriff
6. Treasurer
7. Master-in-Equity
8. Magistrate

Section 2-347 – Entry Level Salary

(a) Salary. The entry-level salary for each elected and appointed official is hereby established:

- Auditor - ~~\$55,638~~ \$59,915, which excludes any other stipend paid by the County and/or State.
- Clerk of Court - ~~\$74,138~~ \$79,837, which excludes any other stipend paid by the County and/or State,
- Coroner - ~~\$65,344~~ \$70,367, which excludes any other stipend paid by the County and/or State,
- Probate Judge - ~~\$91,102~~ \$100,067, which excludes any other stipend paid by the County and/or State.
- Sheriff - ~~\$95,072~~ \$102,380, which excludes any other stipend paid by the County and/or State.
- Treasurer - ~~\$59,735~~ \$64,327, which excludes any other stipend paid by the County and/or State.
- Master-in-Equity - set pursuant to S.C. Code Ann §14-11-30, which excludes any other stipend paid by the County and/or State.
- Magistrate – set pursuant to S.C. Code Ann § 22-8-40(b)(2), which excludes any other stipend paid by the County and/or State.

The above entry-level salaries were established using the average salaries of peer counties in the tier 1 classification as determined by population in the South Carolina Association of Counties Annual Salary Survey for each position or the current Beaufort County salary, whichever was greater.

(b). Cost of Living. At each instance of a cost of living allowance (COLA) pay increase awarded by the Beaufort County Council, after the enactment date of this ordinance. The entry-level salary of each elected or appointed office listed in Section 2-347 above will be increased accordingly.

Section 2-348 – Incorporation of state payments

Any salary and/or stipend received from the State by any elected and appointed official will be incorporated into the overall compensation plan as an addition to the county-paid salary.

Section 2-349 – County and/or state salary adjustments

A. Each elected and appointed official shall receive the, County's annual cost of living adjustment.

B. Elected or appointed officials will receive mandated State salary adjustments or Council approved salary adjustments, whichever is the greater of the two.

Section 2-350 – Reelection or reappointment

An elected or appointed official, who is reelected and/or reappointed to his/her same office, without a break in service, will receive a five (5%) percent increase at the beginning of his/her new term of office.

Section 2-351 – Pay for performance program

Elected and/or appointed officials will not be eligible for the county pay for performance program.

Section 2-352 – Appointment to unexpired term

A person who is appointed to fill an unexpired term of an official will, in accordance with State Law, be compensated at the same salary of the person who was holding the office for the remainder of that unexpired term of office. If the appointee is subsequently elected or reappointed to the same office, his/her salary will revert to the entry-level salary of that particular office for the official shown in Section 2-347 below, when his/her elected term of office becomes effective, plus a 5% election increase.

This Ordinance shall become effective on the first full pay period in July, 2015.

Adopted this \_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$806,727 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO THE COUNTY GENERAL FUND FOR CONSTRUCTION OF THE SPANISH MOSS TRAIL – PHASE 2**

**WHEREAS**, Beaufort County has developed a bicycle and pedestrian trail for the use by the public and visitors as part of Beaufort County’s Rails to Trails program; and

**WHEREAS**, Beaufort County applied for and was awarded a grant from the Transportation, Community, and System Preservation program of the Federal Highway Administration in an amount of \$1,043,520.00; and

**WHEREAS**, as a condition of accepting the grant, Beaufort County was required to provide a local match funds of 20% of the overall grant award or in this case \$260,880.00; and

**WHEREAS**, Beaufort County Council by Resolution dated October 10, 2011 allocated the local match funds for the Spanish Moss Trail; and

**WHEREAS**, to complete the construction of the Spanish Moss Trail - Phase 2 project an additional \$806,727.00 is required, resulting in a total expenditure from the 3% Accommodations Tax Fund in the amount of \$1,067,607.00;

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens and to visitors of Beaufort County, to provide them with a safe and accessible pedestrian and bicycle route that will not only become a recreational asset, but provide an alternative mode of transportation that will link people to jobs, services and schools,

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that a transfer in the amount of \$806,727.00 is hereby authorized from the 3% Local Accommodations Tax Fund to the General Fund for the purpose of constructing the Spanish Moss Trail – Phase 2.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

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

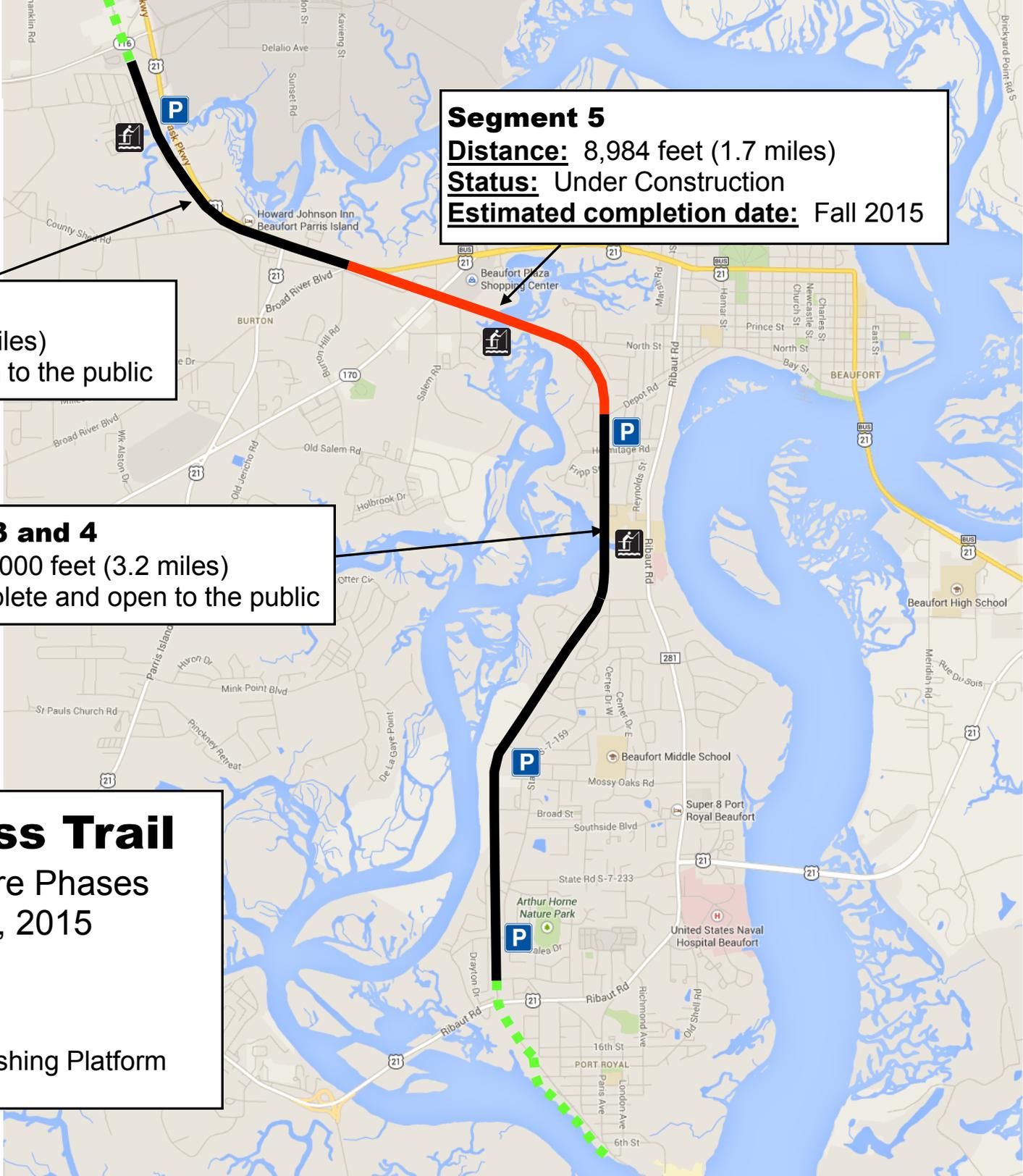
**Segment 5**  
**Distance:** 8,984 feet (1.7 miles)  
**Status:** Under Construction  
**Estimated completion date:** Fall 2015

**Segment 6**  
**Distance:** 9,327 feet (1.8 miles)  
**Status:** Complete and open to the public

**Segments 3 and 4**  
**Distance:** 17,000 feet (3.2 miles)  
**Status:** Complete and open to the public

**Spanish Moss Trail**  
Existing and Future Phases  
As of March 9, 2015

 Parking Lot  
 Bridge with Fishing Platform





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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Chief Financial Officer *AH*

FROM: Rob McFee, PE, Director of Facilities and Construction Engineering *JRM/Fee*

SUBJ: **Local Accommodations Tax Funding Request for the Beaufort County Spanish Moss Trail Phase 2**

DATE: February 4, 2015

**BACKGROUND.** Beaufort County received a Federal (Green Corridor) grant administered by SCDOT for the design and construction of Spanish Moss Trail – Phase 2 in the maximum amount of \$1,043,520.00. It is the purpose of this project to rehabilitate the old railroad line into a pedestrian walking trail. Phase 2 is approximately 1.75 miles in length and is that section between Depot Road to Broad River Boulevard. The project work consists of clearing, grubbing, and grading the existing railroad bed to receive a 12-foot wide concrete walkway. The old railroad trestle over the Battery Creek will receive structural rehabilitation and be repurposed for the use of pedestrians and safe crossing of 10 ton vehicles. The new crossing also provides dedicated public use space for fishing. The trail, where it crosses SC170 will include a dedicated signalized crossing point and lighting. ADA compliant pedestrian crosswalks will be provided at all crossings. A number of designated rest points will be included throughout the length of the trail and the trailside areas will be grassed, mulched, and landscaped and signage for crossings and trail specific information will be installed as part of the project.

The cost projection total for the Spanish Moss Trail Phase 2 is \$2,091,826.15 to include design, construction, CEI/testing, and \$100,000 contingency for the project. The balance of the Beaufort County project funding is \$1,078,306.60 (including expenditures for design, permits, and bidding costs). The County's grant match is being funded from Local Accommodations Tax (LAT) based on Council's previous award approval of the design contract at \$271,579 from LAT. In order to move the project forward, staff is requesting the balance of County funding required to complete the project, less the amount previously approved for the design contract. The remaining budget amount requiring approval is \$806,727.15 from LAT with a current available balance of \$2,378,139. The expenditure account for the rail trail is Acct #48060011-54435.

**FOR ACTION.** Public Facilities Committee Meeting on February 16, 2015.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of the budget allocation for the Spanish Moss Trail Phase 2 in the amount of \$806,727.15 from Local Accommodations Tax.

JRM/DS/mjh

Attachments: 1) Location Map 2) 4/22/13 County Council Minutes



**ENGINEERING DESIGN SERVICES FOR SPANISH MOSS TRAIL PHASE 2**

It was moved by Mr. Dawson, as Public Facilities Committee Chairman (no second required), that Council award a contract to Andrews & Burgess, Inc. in the amount of \$271,579 for the engineering and design services for the Spanish Moss Trail Phase II. Funding is from local 3% accommodations tax/tourism infrastructure. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. Caporale. The motion passed.



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT

102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
dthomas@beaumont.net 843.255.2353  
Richard Dimont, Contract Specialist  
rdimont@beaumont.net  
843.255.2352 FAX: 843.255.9437

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director *get*

SUBJ: RFP# 1311490100217 Engineering Design Services for Spanish Moss Trail-Phase II

DATE: April 10, 2013

**BACKGROUND:** Beaufort County issued a Request for Proposals (RFP) to firms capable of providing engineering and design services for the Spanish Trail Phase II Project, a 2.1 mile segment of the multi-use Spanish Moss Trail extending from Depot Road to Parris Island Gateway (US-21). The project will consist of a 12' wide concrete trail along the existing abandoned rail bed, and the retrofit of the existing concrete trestle bridge (Faleys Trestle) over Battery Creek. The evaluation committee consisted of the following five (5) members: Don Smith, Beaufort County Construction Manager; Colin Kinton, Beaufort County Traffic Engineer; Robert Merchant, Beaufort County Planner; Joe Devito, Operations Director, Beaufort Jasper Water and Sewer Authority; and Eliza Hill, Planner, City of Beaufort. The evaluation committee interviewed the top three firms and selected Andrews and Burgess as the number one ranked firm.

The RFP evaluation process differs from a typical construction bid, in that the qualified firms are providing professional services and are selected based upon set evaluation criteria and qualifications, not project cost. After a firm is selected, a not-to-exceed price is negotiated with the number one ranked firm. During negotiations, project budget and value added engineering concepts are considered and discussed with the firm's design team. County staff met with the Andrews and Burgess and negotiated a final contract price not-to-exceed of \$271,579.

**FINAL EVALUATION RANKING:**

- 1 Andrews and Burgess, Beaufort, SC
- 2 Ward Edwards, Bluffton, SC
- 3 Thomas & Hutton, Savannah, GA
- 4 Hussey, Gay, Bell & DeYoung, Savannah, GA
- 5 LowCountry Engineering Consultants, Beaufort, SC
- 6 The LandPlan Group South, Inc. Mount Pleasant, SC
- 7 SGA Architecture, North Charleston, SC
- 8 H & K Engineering Group, Savannah, GA

**FUNDING:** Account 48060011-54435 Rail Trail Construction. This project is contingent on the contract approval by SCDOT due to federal funding requirements. No funds will be expended until final approval by SCDOT.

**FOR ACTION:** Public Facilities Committee meeting occurring on April 15, 2013.

Beaufort County, South Carolina  
Spanish Moss Rail Trail (Fund 4806)

**Funding Sources**

SCDOT Grant	1,043,520	
Less SCDOT Fee	<u>(30,000)</u>	
Net available grant funding	1,013,520	<sup>1</sup>
Local Accommodations Tax	\$ 1,082,277	<sup>1</sup>
Less Transfer (approved and occurred)	<u>(275,550)</u>	
Requesting approval of transfer	\$ 806,727	
Total Funding Sources	\$ 2,095,797	<sup>2</sup>

**Project Budget**

Construction	\$ 1,575,247	
Design Services	275,550	
CEI/Testing	145,000	
Contingency	<u>100,000</u>	
Total Estimated Project Budget	\$ 2,095,797	<sup>2</sup>
Actual Construction Contract Award	\$ 1,558,621	

Sum of 1 (funding sources) agrees to 2 (estimated project budget)



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JGruber*  
Alicia Holland, Chief Financial Officer *AH*  
Monica Spells, Administrator for Civic Engagement *Spells*  
Dave Thomas, Purchasing Director *DT*

FROM: Rob McFee, PE, Director of Facilities & Construction Engineering *Rob McFee*

SUBJ: Beaufort County Spanish Moss Trail – Phase 2 # 012715E

DATE: February 4, 2015

**BACKGROUND.** Beaufort County issued an Invitation to Bid for construction of the Spanish Moss Trail – Phase 2. This Phase 2 constructs the portion of the trail between Depot Road and Broad River Boulevard. Construction includes drainage, grading, a concrete pathway, amenities, Battery Creek trestle repair and repurposing, signage, and pedestrian crossing signal at SC 170.

The following firms responded and provided a bid for the project on 1/27/15.

Bidder	ADDRESS	AMOUNT
JS Construction Services, Inc.	PO Box 1497, Bluffton, SC	\$ 1,417,844.85
Lewallen Construction Co., Inc.	151 Bells Ferry Lane, Marietta, GA	\$ 1,558,620.95
IPW Construction Group, LLC.	7623 Dorchester Road, N. Charleston SC	\$ 2,174,064.10
Engineers Estimate		\$1,575,246.60

JS Construction Services, Inc., submitted the lowest bid but did not meet the DBE goal of 15%. A good faith review of their DBE effort was performed and irregularities in their DBE committal information was cause to reject their bid. Lewallen Construction was the certified low bidder with a responsive bid and good faith DBE efforts. Their bid will be reviewed and a contract award concurrence will be given by SCDOT and the FHWA prior to finalizing a contract award by Beaufort County. The SCDOT and FHWA review is being conducted in parallel with the County review and award process.

**SMB OUTREACH PLAN.** The Beaufort County Small & Minority Business Participation solicitation will not apply to this contract due to sources of funding.

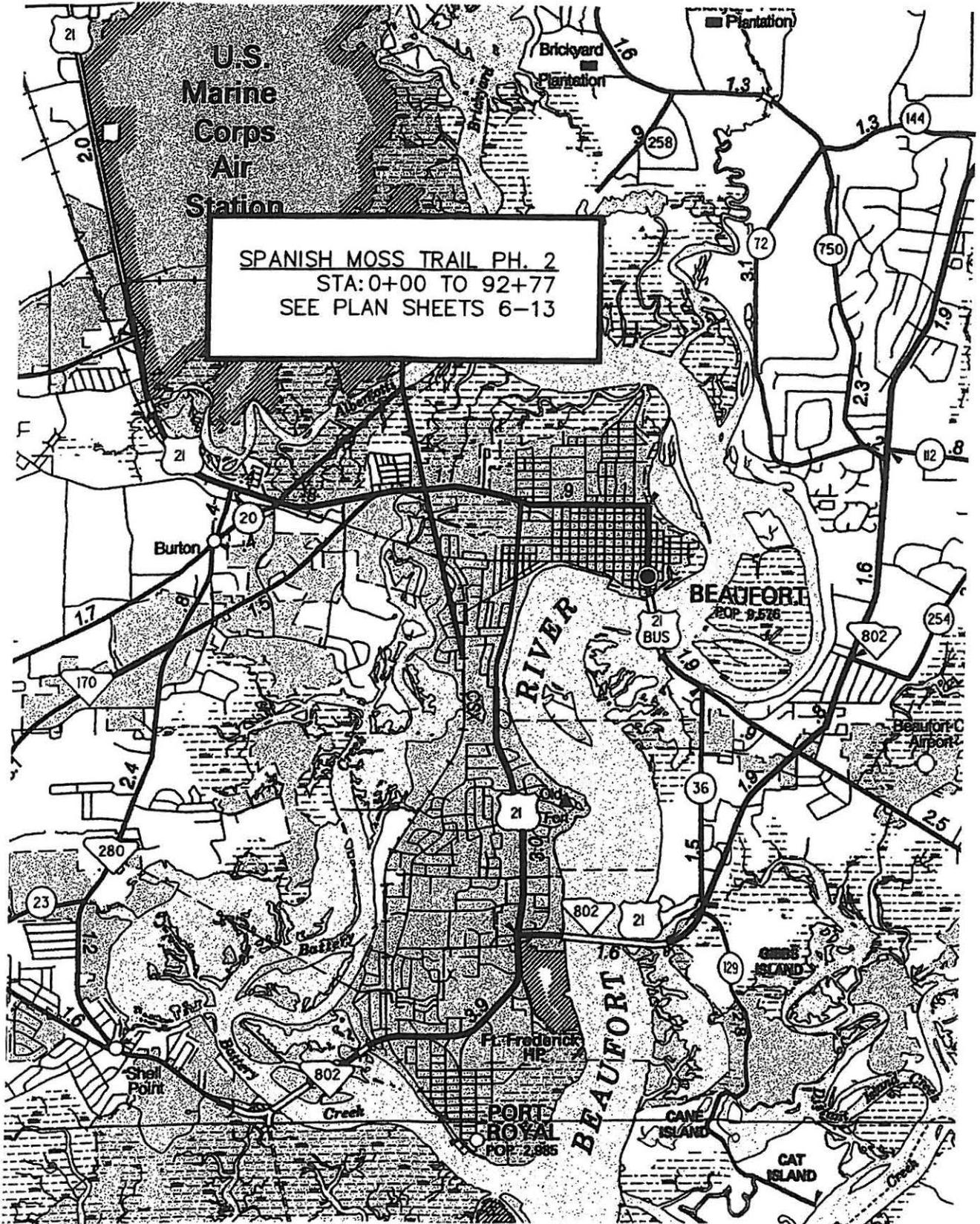
**FUNDING.** The project funding is \$1,078,306.60 from Local Accommodation Tax and \$1,043,520.00 grant from the FHWA grant match administered by SCDOT. The Rail Trail Expenditure Account is #48060011-54435.

**FOR ACTION:** Public Facilities Committee Meeting on February 16, 2015.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award to Lewallen Construction Company, Inc., for construction of the Spanish Moss Trail – Phase 2 in the amount of \$1,558,620.95. Council award is contingent on approval by SCDOT and the Federal Highway Administration. Funding source is Local Accommodations Tax and FHWA grant match administered by SCDOT.

Attachments: 1) Location Map 2) 2/5/15 Andrews & Burgess Bid Review 3) DBE Documents

# LOCATION MAP



February 5, 2015

Mr. Robert McFee  
Beaufort County Engineering Division  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

**RE: PROJECT # 134200 Spanish Moss Trail, Ph. II Bid Evaluation II**

Dear Mr. McFee:

In accordance with FHWA guidelines for project advertisement, bid review, and request for concurrence in award, we have prepared the certified bid tabulation and provided the below bid analysis. The guidelines identify the following four primary factors when analyzing the bid:

- Is the bidder considered responsible?
- How do the bids compare to the engineer's estimate?
- Is the bid considered responsive?
- Was there adequate competition?

The review of the bids addresses the above questions along with additional considerations outlined in the "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation" document provided by the FHWA.

The following is a brief overview of the submitted bids and engineer's cost estimate:

Company	Site Work	Signage	Trestle & Culvert	Signal	Total	% of Est.
Engineer's Estimate	\$ 766,787.50	\$ 51,119.10	\$ 626,338.50	\$ 131,001.50	\$ 1,575,246.60	-
JS Construction	\$ 738,071.80	\$ 45,719.70	\$ 567,078.00	\$ 66,974.75	\$ 1,417,844.25	90%
Lewallen Construction	\$ 844,045.55	\$ 56,985.15	\$ 571,916.35	\$ 85,673.90	\$ 1,558,620.95	99%
IPW Construction Group	\$ 928,423.51	\$ 96,608.94	\$ 997,505.25	\$ 151,526.40	\$ 2,174,064.10	138%

*Is the bidder(s) considered responsible?*

A certified bid tabulation was performed for the three received bids along with a previous performance review of each company. All bidders appear to be organized and financially equipped to undertake and complete the project. All have completed similar type projects in this region.

*How do the bids compare to the engineer's estimate?*

The revised engineer's cost estimate was prepared and submitted to the SCDOT at the 100% submittal of the updated PS&E package. The estimate was based on using local, historical data for linear type projects. JS Construction and Lewallen Construction bids came in below the engineer's cost estimate by -10% and -1% respectively, both within the allowable tolerance recommended in the FHWA guidelines; the IPW bid was 38% above the engineer's estimate.

*Is the bid responsive?*

All required paperwork, forms, and tabulations appear to be properly filled out by each of the bidders. A few minor variations occurred between unit price cost and total cost on the Lewallen bid tab that are corrected on the attached tabulation comparison.

DBE reviews and determinations were conducted in accordance with the DBE Supplemental Specifications, Part A. "Instructions to Bidders – Pre-Award Requirements." A DBE goal of 15% was recommended by the SCDOT for the project. JS Construction indicated 8% of their overall contract would be performed by DBE subcontractors. Lewallen Construction indicated 10.42% of their overall contract would be performed by DBE subcontractors. IPW are listed as a DBE according to the Unified Certification Program DBE Directory.

The two low-bid contractors within the tolerable limits of the engineer's estimate were unable to meet the 15% goal set forth by the SCDOT, and instead requested the County perform a good faith effort review. Beaufort County performed a check of all listed DBEs and determined that one of the subcontractors listed with JS Construction are not listed in the DBE directory. The signed quotes and paperwork for the remaining DBE subcontractors listed on their committal sheet was not received by the County within the allowed deadline. The County determined the JS Construction bid was irregular and therefore rejected. All DBE committals provided by Lewallen Construction are approved and after a good faith effort review was performed it was determined that the Lewallen Construction bid was deemed responsive. Although the initial goal of 15% was not achieved at bid, Lewallen Construction has nearly 11% of DBE commitment and is willing to continue looking for opportunities to incorporate additional DBE work into the project.

*Was there adequate competition?*

Although there were multiple plan holders, it appeared the majority were ineligible to submit a bid based on the 50% self-performance requirement. Due to the complexity of the project, we feel that three submitted bids provide adequate competition for this project.

**Beaufort County's DBE review has determined the apparent low bidder, JS Construction, submitted an irregular bid, therefore eliminating them from the selection process. Lewallen Construction, the second lowest bidder, provided a responsive bid and will continue to look for DBE opportunities. It is recommended that SCDOT approve and award the Spanish Moss Trail Phase II contract to Lewallen Construction Co., Inc.**

If you have any questions or concerns regarding our bid evaluation, please contact our office at 843-379-2222.

Sincerely,



Andrew Klosterman, P.E.

## Hickman, Maggie

---

**Subject:** FW: Spanish Moss Trail Phase 2 DBE Bid Submittals

---

**From:** Spells, Monica  
**Sent:** Wednesday, February 04, 2015 12:43 PM  
**To:** Smith, Don  
**Cc:** Hickman, Maggie; McFee, Robert  
**Subject:** RE: Spanish Moss Trail Phase 2 DBE Bid Submittals

Thanks, Don.

I concur that Lewallen Construction Co., Inc. is the most responsive of the three contractors regarding DBE commitment and has documented adequate good faith efforts.

Monica

---

**From:** Smith, Don  
**Sent:** Wednesday, February 04, 2015 10:06 AM  
**To:** Spells, Monica  
**Cc:** Hickman, Maggie; McFee, Robert  
**Subject:** Spanish Moss Trail Phase 2 DBE Bid Submittals

Monica,

I wanted to check and see if you had looked at the bids for the Spanish Moss Trail Phase 2 project?

Rob and I have gone over the two bids and had the following observations:

- 1) JS Construction Services – This bidder incorrectly listed a non-DBE firm, and failed to provide the signed quote for Middle Georgia Signs as required by the bid documents. These issues cause their bid to be considered irregular and rejected in accordance with SCDOT Specifications.
- 2) Lewallen Construction Co. Inc – This bidder correctly listed four firms on their DBE Committal Sheet and provided signed quotes as also required. The project DEB goal is 15% , with this bidder showing good faith efforts but achieving 10.93 % DBE participation.

If you concur, we would recommend to SCDOT a contract award for this project to Lewallen Construction Co.

Thank you for your input.

Don

Don Smith - Construction Manager  
Beaufort County Engineering Division  
Phone (843) 255-2700  
Fax (843) 255-9420

May 22, 1997

S. C. File Number

**DISADVANTAGED BUSINESS ENTERPRISES**  
**(DBE) COMMITMENT SHEET**

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

**FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.**

1 Name & Address of DBE's (Subcontractor or Supplier)	2 Percent	3 Description of Work and Approximate Quantity 4 (show percent when appropriate)				5 Dollar Value
		Item	Qty.	Unit	4 Unit Price	
1.) German Technical Group PO Box 2453 Mt. Pleasant, SC 29465	6.44%	Traffic Light & Signage	1	LOT	100,425.6	\$ 100,425.60
2.) Leon's Fence & Guardrail PO Box 716 Lobeco, SC 29931	0.77%	Fence	1	LOT	12,000	\$ 12,000.00
3.) Perry's Painting & Thermo 98 Destiny Court Walterboro, SC 29488	0.40%	Striping & Thermoplastic	1	LOT	6,300	\$ 6,300.00
4.) Triad Supply & Services PO Box 1588 Pembroke, GA 31321	2.81%	Silt Fence & Grassing	1	LOT	43,855	\$ 43,855.00

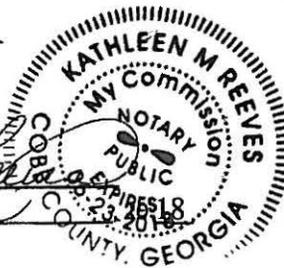
- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent - show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price - show unit price quoted by DBE.
- 5 Dollar Value - extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. (See *Instructions to Bidders - Federal Projects*).

SWORN to before me 26th  
day of January, 2015

LEWALLEN CONSTRUCTION CO., INC.

Notary Public  
(Seal) By: Kathleen M. Reeves  
My commission expires June 23



Company  
[Signature]  
Title: President

May 22, 1997

S. C. File Number

**DISADVANTAGED BUSINESS ENTERPRISES  
(DBE) COMMITTAL SHEET**

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

**FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.**

1 Name & Address of DBE's (Subcontractor or Supplier)	2 Percent	3 Description of Work and Approximate Quantity 6 (show percent when appropriate)				5 Dollar Value
		Item	Qty.	Unit	4 Unit Price	
NO OSMBEA, NO SDBE SBE, WBE, & MBE TOBIN CONSTRUCTION HHT, SC 29928 NOT DBE (?)		B152007 B153000	520 5130	BF LF	9.00 2.25	4680- 11542.50 16222.50
✓ DBE GERMAN TECHNICAL GROUP MT. PLEASANT SC 1-843-225-2934	6.91	NUMEROUS - ALL SIGNAL WORK				97,925-
✓ DBE MIDDLE GEORGIA SIGNS COCHAM, GA. 31014 1-428-934-1094 NO SIGNED QUOTE PROVIDED W/ I REQUIRED TIME	0.0015  .075	6531210 - FLAT SHEET	SIGNS		APPROX.	2,100-

- The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- Percent - show percent of total contract amount committed to each DBE listed.
- All information requested must be included unless item is listed in proposal on a lump sum basis.
- Unit Price - show unit price quoted by DBE.
- Dollar Value - extended amount based on Quantity and Unit Price.
- Applies to lump sum items only.

$97,925$   
 $2,100$   


---

 $100,025$   
 $1,417,844.85$   
 $0.075472$

This form may be reproduced or additional sheets added in order to provide all requested information. (See Instructions to Bidders - Federal Projects).

SWORN to before me 27<sup>th</sup>  
day of January, 2015

Notary Public  
(Seal) By: [Signature]  
My commission expires MY COMMISSION EXPIRES DEC. 15, 2015

JS Construction Services, Inc.  
 Company  
[Signature]  
 Title: PRESIDENT



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JGruber*

FROM: Robert McFee, Director of Facilities & Construction Engineering *RMcFee*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way Documentation – Remove from Road Maintenance Inventory – Pritchard Street, Town of Bluffton**

DATE: February 2, 2015

**BACKGROUND.** An unpaved section of Pritchard Street is located in the Town of Bluffton off of Bridge Street. Public Works has maintained approximately the 0.1 mile dirt road for over 20 years. This unpaved section of Pritchard Street was selected for paving in the FY 09/10 – FY 12/13 Dirt Road Paving Program subject to obtaining right of way for that purpose. In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County should have a deeded 50 – foot right of way before the road can be improved. The County does not own right of way nor have an easement for Pritchard Street.

Engineering has completed two written requests to the 9 property owners to contribute right of way in order to pave Pritchard Street. The second requests were sent as registered mail with return receipt. Only three property owners granted right of way. Right of way acquisition requests to property owners includes an advisory statement that if right of way is not acquired, “ Pritchard Street may be reclassified as a private road and removed from the Beaufort County maintenance inventory. Property owners along the road would then assume the responsibility and costs of maintaining the road and drainage ditches.”

Efforts to-date to obtain right of way for Pritchard Street include, performing ownership research, obtaining plats, preparing the letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with the process has been approximately twenty-two months, with three property owners agreeing to the right of way request. Since only specific property owners can grant or deny a right of way request, there is no benefit in conducting a public meeting with attendees who cannot grant or deny the requested right of way. With such limited community support for granting rights of way, staff would not recommend condemnation actions.

The Engineering and Public Works Departments jointly recommend that Pritchard Street be designated as a private road and that the County perform no further work or maintenance on this road.

**FOR ACTION.** Public Facilities Committee Meeting on February 16, 2015.

**RECOMMENDATION.** The Public Facilities Committee approves and recommend to County Council to designate Pritchard Street as a private road.

JRM/EK/mjh

Attachment: 1) Location Map 2) Sample Right of Way Request Letters

cc: Eddie Bellamy

# Pritchard Street -- Bluffton



## Street Classes

### Owner, SURFACE

- STATE, PAVED
- - - STATE, UNPAVED
- COUNTY, PAVED
- - - COUNTY, UNPAVED
- PRIVATE, PAVED
- - - PRIVATE, UNPAVED
- · - PRIVATE, UNDETERMINED
- TOWN, PAVED
- - - TOWN, UNPAVED
- MILITARY / PAVED
- - - MILITARY / UNPAVED
- ▭ Parcels



Map Generated by  
Beaufort County  
GIS Division,  
February 6, 2015

0 200 400 600 800 Feet

December 11, 2012

George P. Lamb  
Lucy Scardino  
131 Pritchard Street  
Bluffton, SC 29910

Re: Beaufort County Dirt Road Paving Contract 44 – Pritchard Street

Dear Property Owners:

The Beaufort County Council and the Beaufort County Transportation Committee have selected Pritchard Street to be included in the County's 2009-2013 Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street convey, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30' right-of-way. When all the property owners have complied with this request, the County will apply a new road surface: stone with oyster shell treatment. More specifically, "[o]ur intention is to grade the street and add 2-3 inches of crushed rock (CR14) and roll with a vibratory roller to stabilize it. Then we intend to mix oyster shell and sand off site, roll the mixture (no vibration) to break up the shell some, add the mixture at 2-3 inches thick, and roll it without vibration. Hopefully, that will give us the aesthetics we are looking for and provide a surface that will hold up to traffic with minimum pothole development." The County will be responsible for relocating all utilities, mailboxes, and other structures that may be located within the deeded right-of-way area.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to pave the road and to continue providing maintenance. Without it, the County cannot pave your road or continue to maintain it. We would have to report to County Council that we have no ownership or easement interest in Pritchard Street, and recommend that it be re-classified as a private road and removed from the maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or [eklatt@bcgov.net](mailto:eklatt@bcgov.net).

Sincerely,

Robert E. Klink, PE  
Beaufort County Engineer  
REK/EWK/cvs

Enclosures: Deed, Map

October 23, 2012

St. John Baptist Church  
c/o Rev. Hills  
103 Pritchard St.  
Bluffton, SC 29910

Re: Beaufort County Dirt Road Paving Contract 44 – Pritchard Street

Dear Property Owners:

The Beaufort County Council and the Beaufort County Transportation Committee have selected Pritchard Street to be included in the County's 2009-2013 Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street grant, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30' right-of-way. When all the property owners have complied with this request, the County will apply a new road surface: stone with oyster shell treatment. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way area.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to pave the road and to continue providing maintenance. Without it, the County cannot pave your road or continue to maintain it. We would have to report to County Council that we have no ownership or easement interest in Pritchard Street, and recommend that it be re-classified as a private road and removed from the maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or [eklatt@bcgov.net](mailto:eklatt@bcgov.net).

Sincerely,

Robert E. Klink, PE  
Beaufort County Engineer

REK/EWK/cvs

Enclosures: Deed, Map

October 15, 2014

St. John Baptist Church  
c/o Rev. Hills  
103 Pritchard St.  
Bluffton, SC 29910

Re: Pritchard Street

Dear Property Owner(s):

The Beaufort County Transportation Committee has selected Pritchard Street to be included in the County's Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street grant, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30'platted right-of-way (ROW). The approximate bounds of this ROW have been flagged along the street for your reference.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided within 2 weeks of receipt of this letter. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to improve the road and to continue providing maintenance. Without it, the County cannot improve your road or continue to maintain it. If we are unable to obtain sufficient permissions for ROW, we will have to report to County Council that we have no ownership or easement interest in Pritchard Street, and will be compelled to recommend that it be re-classified as a private road and removed from the county maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or [eklatt@bcgov.net](mailto:eklatt@bcgov.net).

Sincerely,

Robert McFee, PE  
Division Director of Engineering and Infrastructure  
Beaufort County

EWK/cvs

Enclosures: Deed

January 15, 2015

St. John Baptist Church  
P.O. Box 342  
Bluffton, SC 29910

Re: Beaufort County Dirt Road Paving Program – Pritchard Street

Dear Property Owners:

The Beaufort County Council and the Beaufort County Transportation Committee have selected Pritchard Street to be included in the County's Dirt Road Paving Program. Pursuant to this proposed project, the County is requesting that all property owners on Pritchard Street grant, by way of quitclaim deed, whatever right, title and interest they may have in the street's 30' right-of-way. When all the property owners have complied with this request, the County will apply a new road surface. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way area.

A quitclaim deed has been enclosed for your review and approval. If you are willing to grant your interest in the right-of-way, please sign the deed, have it witnessed and notarized, and return it to the Engineering Division in the self-addressed envelope provided. You are also welcome to stop by our office to have it witnessed and notarized. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Acquisition of the Pritchard street right-of-way is necessary to give the County the legal standing to pave the road and to continue providing maintenance. Without it, the County cannot pave your road or continue to maintain it. We would have to report to County Council that we have no ownership or easement interest in Pritchard Street, and recommend that it be re-classified as a private road and removed from the maintenance inventory. You and the other property owners would then have to assume the responsibility and costs of maintenance.

Thank you for your time and consideration. Should you have any questions or concerns, please contact the County Right-Of-way Manager, Eric Klatt, at (843) 255-2698 or [eklatt@bcgov.net](mailto:eklatt@bcgov.net).

Sincerely,

Eric W. Klatt  
Right of Way Manager

EWK/cvs

Enclosures: Deed, Map

ORDINANCE No. \_\_\_\_\_

TEXT AMENDMENT TO THE ORDINANCE ESTABLISHING A ROAD MAINTENANCE FEE ON ALL VEHICLES WHICH ARE DOMICILED AND GARAGED IN BEAUFORT COUNTY AND THEREBY USE THE ROADWAYS AND BRIDGES OWNED AND MAINTAINED BY BEAUFORT COUNTY AND THE STATE TO INCREASE THE FEE FROM \$10.00 TO \$20.00 AND PROVIDE FOR SUBSEQUENT INCREASES AS APPROPRIATE BASED ON THE CONSUMER PRICE INDEX

**WHEREAS**, Standards that are underscored shall be added text and Standards that are ~~line through~~ shall be deleted text.

**WHEREAS**, Beaufort County Council owns and maintains hundreds of miles of roadways and bridges for the safety and welfare of its citizens and for access and egress to residential and business activities and for emergency evacuation all which serve the best interest, welfare and safety of the citizen of Beaufort County; and

**WHEREAS**, all citizens who own and operate motor vehicles principally housed and garaged in Beaufort County enjoy the benefits provided by the ownership and maintenance of such roads by the County; and

**WHEREAS**, such ownership and maintenance of roadways is a tremendous expense to the citizens of Beaufort County and such expense should be borne principally by the owners and operators of motor vehicles in Beaufort County; and

**WHEREAS**, it is deemed appropriate by County Council to increase the road maintenance fee from ten dollars (\$10.00) to twenty dollars (\$20.00) and provide for subsequent annual increases as appropriate based on the Consumer Price Index; and

**NOW, THEREFORE, BE IT ORDAINED** by County Council of Beaufort County in a meeting duly assembled, by their authority to increase the road maintenance fee by Ordinance does hereby amend Beaufort County Code of Laws Section 2-437 Road Use Fee to read as follows:

Sec. 2-437. – Road Use Fee

- (a) Established. There is established a road use fee on all motorized licensed vehicles required by the state to be licensed, which are carried on the tax records of the county. Any person owning such vehicle shall be subject to and shall pay, in addition to any other licensing fees and taxes, the sum of ~~\$10.00~~ \$20.00 per vehicle per annum or such adjusted value to reflect the one (1) year percentage increase if any, in the Consumer Price Index.
- (b) Assessments. The auditor is directed to add a uniform charge per vehicle of ~~\$10.00~~ \$20.00 per annum to all motorized licensed vehicles subject to the taxes in the county beginning with tax notices which become due and each month thereafter. The charge of ~~\$10.00~~ \$20.00 so added shall become due and payable at the time other personal property taxes become due and payable.

- (c) Collection. The county treasurer is directed to collect the charges in this section at the time of collection of all other charges and taxes due on such vehicles.
- (d) Purpose and use of funds collected. The funds collected under the terms and conditions of this section shall be deposited in the general fund of the county and shall be utilized for the purchase, condemnation, construction, ownership, maintenance, and repairs of all County and State owned roads and bridges.

This ordinance shall become effective upon adoption.

Adopted this \_\_\_ day of \_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE DONATION OF APPROXIMATELY 0.39 ACRES OF COUNTY OWNED REAL ESTATE TO THE CHILD ABUSE PREVENTION ASSOCIATION (CAPA)**

**WHEREAS**, Beaufort County Parks and Leisure Services owns real property located in Port Royal, South Carolina; and

**WHEREAS**, the Child Abuse Prevention Association, (hereinafter, “CAPA”), is a local non-profit organization that has served Beaufort County since 1978 and operated the Open Arms Shelter since 1985; and

**WHEREAS**, the Open Arms Shelter has operated at or near capacity in 2014 and increased programs directed at family intervention by the South Carolina Department of Social Services creates a need to expand the Open Arms Shelter; and

**WHEREAS**, CAPA requests County Council to donate approximately 0.39 acres of property located within Port Royal; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the donation of the requested property to further the mission of CAPA; 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 the adoption of an Ordinance by Beaufort County Council.

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

**SECTION 1. Donation of Property:**

The County Administrator is hereby authorized to take all other and further actions as may be necessary to complete the conveyance of the property.

**SECTION 2. Reversion:**

The property shall be held by the Child Abuse Prevention Association, its successor and assigns and for so long as the premises are used as a house for abused children. If the premises at

any time are not so used or are used for any other purpose or by any other organization, the premises shall revert to Beaufort County.

**SECTION 3. CAPA Obligations:**

CAPA shall have the approximately 0.39 acres surveyed and a legal description prepared for the conveyance of the Port Royal property.

**SECTION 3. Severability:**

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

**SECTION 4. Effective Date:**

This Ordinance shall become effective upon its adoption by Beaufort County Council.

**ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: January 26, 2015  
Second Reading: February 9, 2015  
Public Hearing:  
Third and Final Reading:

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE  
A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR  
THE FEDERAL COURTHOUSE**

**WHEREAS**, Beaufort County owns and operates the Federal Courthouse located at 1501 Bay Street, Beaufort, South Carolina; and

**WHEREAS**, on October 8, 2014 Beaufort County solicited for Requests for Proposals (“RFP”) (RFP/#100814) for the potential future use of the Federal Courthouse; and

**WHEREAS**; the Santa Elena Foundation Project Foundation, duly submitted a response to the RFP requesting use of the building as a historical interpretive center and archaeological laboratory; and

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens to lease the Federal Courthouse upon such terms and conditions as provided in Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Santa Elena Foundation for the use of the Federal Courthouse.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: January 26, 2015

Second Reading: February 9, 2015

Public Hearing:

Third and Final Reading:

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	
	)	
COUNTY OF BEAUFORT,	)	
	)	REAL ESTATE TRIPLE NET LEASE
Landlord,	)	1501 BAY STREET
	)	BEAUFORT, SOUTH CAROLINA 29902
and	)	
	)	
SANTA ELENA PROJECT FOUNDATION,	)	
	)	
Tenant.	)	

---

This LEASE AGREEMENT ("Lease") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 between COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, having its address at P.O. Box 1005, Beaufort, South Carolina 29901.

ARTICLE 1  
DESCRIPTION OF DEMISED PREMISES

1.1 Landlord hereby leases and lets to the Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the entire building having an address at 1501 Bay Street, Beaufort, South Carolina 29902, consisting of approximately \_\_\_\_\_ total square feet (the "Demised Premises"), together with the exclusive right to park on the land and access across the land described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Land").

1.2 Continued occupancy of the Demised Premises shall be deemed Tenant's acceptance of the Demised Premises in "as is" condition.

ARTICLE 2  
TERM

2.1 The initial term of this Lease shall be for a period of three (3) years beginning on July 1, 2015, the "Commencement Date" and, unless terminated or extended, shall end on three (3) years following the "Commencement Date"; provided, however, that if there is no continuing event of default hereunder by Tenant, that Landlord and Tenant may mutually agree to renew and extend this agreement for such additional periods as may be agreed to by the Parties.

2.2 Notwithstanding the proceeding, no sublessee or assignee of Tenant shall have the right to exercise any renewal option as provided herein. In the event Tenant exercises its right to extend the Lease term as specified above, the terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 3  
RENT

3.1. The Tenant's obligation to pay rent due hereunder shall commence on the Commencement Date. Base Rent payments shall be made monthly on the first of each month in advance, without demand, deduction or offset. In the event the Commencement Date is other than the first of the month, the rent payment for the fractional calendar month at the beginning or end of the Lease term shall be prorated.

3.2 The monthly Base Rent for the Term shall be one and 00/100 Dollar (\$1.00). During the term of the Lease, the monthly Base Rent may be adjusted by Landlord as it deems prudent and appropriate provided that Landlord shall provide Tenant with written notice no less than one hundred-twenty (120) days in advance of any such Base Rent adjustment. However, the parties shall attempt in good faith to negotiate any such increase in Base Rent prior to its implementation.

3.3 Tenant shall pay all the real property taxes, assessments, stormwater fees and governmental charges of any kind or nature levied against the Demised Premises and the Land by any municipality, county or government agency (the "Taxes") that accrue on the Demised Premises and the Land. Such payment may be made by tenant directly to the Beaufort County Tax Collector. Real property taxes shall be prorated on a calendar year basis for any partial year of occupancy or ownership based upon the Commencement Date in the event that the Lease terminates or the Tenant purchases the building from Landlord. In the event the Tenant fails to pay the Taxes within thirty (30) days after a Tax Bill is issued, Landlord may elect to pay Taxes on Tenants behalf in which event the amount of such Taxes shall be owed by the Tenant to Landlord and shall be due upon demand.

3.4 Tenant shall be responsible for paying all personal property taxes accrued on any personal property owned by the Tenant.

3.5 Tenant shall procure general liability, fire and extended coverage insurance on the Demised Premises and Land and shall name Landlord as primary insured on the fire and extended coverage insurance. The requirements for coverage are more fully set forth in Section 11.1 of this Lease.

3.6 Tenant shall be responsible for all of the reasonable costs and expenses of the operation, repair and maintenance of the Demised Premises and the Land, its interior and exterior areas, including driveways and parking areas, reasonable costs of lawn maintenance, light maintenance, snow removal, cleaning of the exterior and interior of the Demised Premises, maintenance of all Demised Premises systems, including plumbing, mechanical, electrical and HVAC, and lighting, and all other operation, repair and maintenance not specifically referenced herein as the obligation of Landlord.

3.7 Tenant shall pay all charges for utility costs for the Demised Premises, including, but not limited to water, sewer, electricity, gas, telephone, storm sewer, cable and any other utility not supplied to the Demised Premises. Tenant shall be responsible for its own janitorial services and trash removal.

3.8 Tenant shall pay all charges, costs and fees associated with the lease of the parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 4  
PURCHASE OPTION

4.1 Tenant shall have the right to purchase from Landlord, and Landlord shall have the obligation to sell Tenant (the "Option"), the real property consisting of all that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina, together with all improvements consisting of the Demised Premises on such terms as may be more fully stated herein.

4.2 In the event that the Tenant exercises its Option to purchase the above described Property, the Landlord shall sell to Tenant and Tenant shall buy from Landlord the Property for a purchase price of Three Million, Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Purchase Price").

4.3 In the event that the Tenant exercises its Option under this Lease, Tenant hereby agrees to accept the purchase of the Demised Premises in an "as-is" condition with no warranty as to the condition of the Demised Premises, either express or implied.

4.4 The Option shall remain open and in effect from the commencement date of the Lease until such time as Landlord may notify Tenant in writing that the Option has been rescinded. The Tenant may exercise its option at any time during this period by providing written notice to the Landlord, either by regular U.S. Mail, facsimile, or electronic means, of its intent to acquire the Property under the terms expressed herein and as may be more fully developed in any subsequent purchase agreement.

4.5 If the Tenant timely exercises its Option, the parties shall enter into a purchase and sale agreement and the transaction contemplated by this Agreement shall be closed on or before thirty (30) days after the exercise of the Option, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Landlord shall deliver to Tenant at closing a limited warranty deed for the Property, together with a bill of sale for any and all personal property appurtenant to the Property as well as affidavit attesting to the absence of any liens, boundary line disputes, or proceedings involving Landlord which may affect title to the Property.

4.6 As a condition of the purchase and sale agreement, Landlord agrees to assign and Tenant agrees to accept, all of the rights, responsibilities, and conditions under the certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 5  
REPAIR AND MAINTENANCE

5.1 Landlord may, but shall not be required to, maintain, repair and replace the roof, downspouts, gutters, foundations, exterior walls, structural or load-bearing walls of the Demised Premises and utility lines located outside the Demised Premises. However, Landlord shall take such actions as may be necessary so as to ensure that the exhibits and other contents that may be placed inside the Demised Premises shall not be harmed on the account of maintenance or repairs. Notwithstanding the preceding, Tenant shall repair, replace and pay for damage to the foregoing caused by the negligence of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Maintenance by Landlord of the exterior walls does not include windows, glass or plate

glass, doors or special entries, or other such items, which shall be maintained by Tenant. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord may, after having a reasonable opportunity to repair same, cure such defect.

5.2 Tenant shall be responsible for all maintenance and repair of the Demised Premises, except as specifically set forth in the preceding paragraph except as caused by any casualty covered by insurance on the Demised Premises. If Tenant fails to perform its repair and maintenance obligations, Landlord shall have the right to enter the Demised Premises to perform the obligations of Tenant and shall be entitled to reimbursement from Tenant of Landlord's actual costs in performing such obligations. Tenant shall reimburse such costs, as additional rent, upon demand.

#### ARTICLE 6 USE

6.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. However, it is understood that it is the intention of the Tenant to install a series of exhibits and other associated improvements which shall convey information pertaining to the establishment of the Santa Elena settlement by Spanish explorers. Tenant shall at its own cost and expense, obtain the licenses and permits necessary for its use of the Demised Premises and shall comply with all laws, ordinances and regulations relating to the use of the Demised Premises. Tenant shall not receive, store, use or otherwise handle any product, material or merchandise which is explosive, flammable, combustible, corrosive, caustic or poisonous, other than items typically used in office machinery or for office cleaning purposes. Tenant will not use the Demised Premises for any purpose which would render insurance thereon void or the insurance risks more hazardous.

6.2 Landlord and its agent or representatives shall have the right to enter and inspect the Demised Premises: (1) at any time during business hours for the purpose of ascertaining the condition of the Demised Premises, or (2) in order to make repairs as may be permitted to be made by Landlord under this Lease, or (3) in the last six (6) months of the Lease term or any renewal term, to show the Demised Premises to any prospective purchaser or lender. Except in case of emergency or default, Landlord shall give Tenant reasonable notice of any entry and shall make all entry with minimal interference with Tenant's occupancy and use of the Demised Premises. In the event of an emergency, Landlord will provide notice to Tenant of the entry as soon as reasonably possible thereafter.

#### ARTICLE 7 ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not sublet the Demised Premises or assign this lease without the prior written consent of Landlord. Landlord may withhold its consent for matters relating to the proposed use of the Demised Premises by the new tenant, its creditworthiness, willingness of the proposed new tenant to provide appropriate security deposits or guaranty in order to establish security for the tenant's obligation (such matters having been waived for Tenant), or for any other reason deemed appropriate by Landlord in considering whether Tenant shall have the right to assign or sublease the Demised Premises.

7.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by an assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by the Tenant.

ARTICLE 8  
LANDLORD'S REPRESENTATION AND WARRANTIES

8.1 Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Property and Demised Premises and that title is marketable and, to Landlord's knowledge, title is not subject to any defects or encumbrances which would prohibit the intended use of purchase Option of the Demised Premises as contemplated by this Lease; Landlord has full right, power and authority to execute and deliver this Lease and purchase Option and to grant to Tenant the exclusive use and possession of the Demised Premises.

(b) Landlord has received no notice that the Property or the Demised Premises, or any portion thereof, is being condemned or taken by eminent domain or that such proceedings are contemplated by any lawful authority;

(c) There is available to the Demised Premises public water, gravity fed sanitary sewer, storm sewer, electricity and telephone service; and

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by anyone claiming under Landlord.

ARTICLE 9  
TENANT'S COVENANTS

9.1 Tenant covenants and agrees that it shall:

(a) Pay rent when due, provided that should Tenant fail to pay Rent upon its due date, Landlord shall give Tenant notice in writing to pay same and Tenant shall have fifteen (15) days after receipt of such notice to pay the Rent before Tenant shall be in default;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease with normal wear and tear excepted. Tenant shall not be obligated to make any repairs arising out of or in any way caused by (1) settling of the building in which the Demised Premises are located, or (2) defects in the Demised Premises as a result of the initial construction, including labor, workmanship, materials, fixtures or equipment, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises and all other provisions contained within this Lease Agreement; and

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises.

ARTICLE 10  
ARCHITECTURAL BARRIERS

10.1 Landlord represents that, to its actual knowledge, the Property and Demised Premises comply with all applicable state and federal laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Property and Demised Premises, or any part thereof by aged, disabled or physically handicapped persons.

ARTICLE 11  
ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1 Tenant may, with prior written consent of the Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Alterations") at its sole cost and expense. Each such Alteration shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations.

11.2 Tenant agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or contained within the Demised Premises that is not utilized by Tenant shall be properly stored and cared for during Tenant's possession of the property. Such items shall not become the property of Tenant or a part of the realty no matter how affixed to the Demised Premises and shall be returned to their prior location and condition within the Demised Premises upon the expiration of this Lease Agreement.

ARTICLE 12  
FIRE AND CASUALTY DAMAGE

12.1 Tenant agrees to acquire fire and hazard insurance coverage for the building in which the Demised Premises are located in such amounts as may be necessary to fully insure the Demised Premises, which at no time shall be less than the amount indicated as the purchase option price identified in Article 4 above. The policy shall name Landlord as the primary insured. The policy may be a part of a master policy obtained by Tenant, but must provide that all casualty losses are paid to Landlord. Tenant shall provide to Landlord within five (5) days after the execution of this Lease a copy of the policy referenced herein.

12.2 If the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph 12.1 above, Tenant shall give immediate written notice thereof to Landlord.

12.3 If the Demised Premises should be totally destroyed or if damaged or destroyed in the final year of the Lease term, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such Damage, this Lease may be terminated by Landlord or Tenant, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of occurrence of such damage. Notice of intent to terminate must be delivered within twenty (20) days after Landlord gives Tenant written notice of its estimate of repair time. Landlord shall provide notice of estimated repair time within thirty (30) days after notice of the damage.

12.4 If the Demised Premises should be damaged but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, and if such damage is not in the last year of the Lease term, this Lease shall not terminate, and Landlord shall, at its sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Demised Premises to substantially the same condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair, or replace any part of the additions or improvements which may have been placed in, on or about the Demised Premises by Tenant. If the Demised Premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be reduced or abated entirely to such extent as may be fair and reasonable under all of the circumstances. If any damage shall be caused by the Landlord, then the Landlord shall be responsible for repairs of such damage.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Demised Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have no obligation to repair or restore the Demised Premises and, upon written notice thereof delivered to Tenant, may terminate this Lease.

12.6 Landlord hereby waives and releases all rights of recovery which it might otherwise have against Tenant, its agents and employees, for loss or damage to Landlord's property under the provisions of this Lease to the extent the same are recoverable by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its agents or employees. Policies required to be maintained by Landlord, or on Landlord's behalf hereunder, shall contain waivers of subrogation by the insurers against Tenant and endorsements authorizing Landlord and Tenant to execute mutual releases as between themselves. Tenant hereby waives and releases all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to the Tenant's contents furniture, furnishings, fixtures or other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees. Policies required to be maintained by Tenant hereunder shall contain waivers of subrogation by the insurers against Landlord and endorsements authorizing Tenant and Landlord to execute mutual releases as between themselves.

12.7 The obligation of the Landlord in this Section 12 to repair and restore the Demised Premises and the building as herein provided, does not include an obligation of the Landlord to repair trade fixtures, equipment, or personal property of Tenant, which Tenant shall insure for its benefit.

12.8 The period of time within which repair and restoration of the Demised Premises must be completed shall be extended due to delays occasioned by force majeure. In the event of any termination pursuant to this Section 12, any rent paid for the period beyond the date of damage shall be returned to Tenant and the parties shall have no further rights or obligations hereunder.

ARTICLE 13  
INSURANCE

13.1 The Tenant shall be responsible for obtaining and maintaining its own insurance coverage protecting it from loss, damage or injury by whatever means with respect to all furniture, fixtures, machinery, equipment, stock in trade, and all other items used or maintained by the Tenant in, on or about the Demised Premises.

13.2 At all times during the term of this Lease, Tenant shall keep in full force and effect a commercial general liability policy insuring against bodily injury, including death, or damage to tangible property in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) per person arising from a single occurrence or Six Hundred Thousand and No/100 Dollars (\$600,000.00) total sum per occurrence. Tenant shall furnish to Landlord a certificate of insurance evidencing coverage as set forth in this Section 13.2.

ARTICLE 14  
CONDEMNATION

14.1 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Demised Property shall occur.

14.2 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would not prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced in an amount that shall be reasonable under all the circumstances, effective when the physical taking of the Demised Property shall occur.

14.3 In the event of any such taking or purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be provided in any condemnation proceedings other than those specifically awarded Tenant for a taking of Tenant's personal property, loss of use, or loss of business and moving expenses.

ARTICLE 15  
EXEMPTIONS

15.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment of, furnishing or providing to Landlord of any of the following:

- (a) Security deposits for rent or other damages to be paid by the Tenant pursuant to this Lease or for service or items supplied to Tenant by Landlord; and

ARTICLE 16  
SUBORDINATION, NON-DISTURBANCE AND ESTOPPEL

16.1 Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Demised Premises or the Property; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interests in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter or upon demand execute and provide Landlord within ten (10) days of a request therefore, any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage. In the event Landlord's interest in the Demised Premises passes to a successor by sale, lease, foreclosure, or in any other manner, Tenant and Landlord and the Landlord's successor shall be bound to all of the terms of this Lease for the balance of the term with the same force and effect as if the successor were the Landlord under the Lease. Tenant is deemed to treat the successor as its Landlord and no further documents shall be required to effectuate this attornment. Tenant agrees that, if Landlord's successor requires additional documentation, Tenant will execute same.

16.2 Any mortgage which may now or hereafter affect the Land, the building, the Demised Premises, or the Property, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall not be undisturbed by any foreclosure of such mortgage.

16.3 Within ten (10) business days of any request, Tenant agrees to execute and estoppels certificate setting forth such facts with respect to its date of occupancy, the Lease term, the amount of rent due, and date to which rent is payable, whether or not Tenant has any defense or offsets to the enforcement of the lease, its knowledge of any default or breach by Landlord, and whether or not this Lease is in full force and effect, inclusive of all modifications and/or amendments.

ARTICLE 17  
MECHANIC'S LIENS

17.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to change the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish material or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only to the leasehold interest granted by Tenant by the instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises.

ARTICLE 18  
NOTICES

18.1 Unless as otherwise provided herein, all notices, demand, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by certified or registered mail, return receipt requested, or by Federal Express, or other nationally recognized overnight courier services, charges prepaid, or by facsimile addressed as follows:

AS TO LANDLORD:

Mr. Gary Kubic  
Beaufort County Administrator  
P.O. Box 1228  
Beaufort, SC 29901-1228  
Facsimile: 843-255-9414

AS TO TENANT:

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

With copy to:

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

ARTICLE 19  
AMENDMENTS

19.1 This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement is sought.

ARTICLE 20  
HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Term has expired or been terminated, Tenant shall be deemed a tenant from month to month and Tenant shall continue to pay rent at as may be agreed to between the parties provided that such month-to-month tenancy may be terminated on thirty (30) days written notice. No holdover by Tenant shall operate to extend this Lease, except as expressly provided.

ARTICLE 21  
RIGHT OF FIRST REFUSAL

21.1 Landlord does hereby grant to Tenant a Right of First Refusal on the Demised Premises for as long as this Lease is in effect. Tenant shall have fifteen (15) days from the date of its receipt of Landlord's notice of an offer to purchase the facility and may agree to purchase the Property under the same terms and conditions offered by the third party to the Landlord. If Tenant fails to deliver written acceptance of the right to purchase as provided herein within the fifteen (15) day period, then Tenant shall be deemed to have waived its rights and Landlord may proceed to sell the property pursuant to the third-party offer.

ARTICLE 22  
EVENTS OF DEFAULT

22.1 The following events shall be deemed events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of any Base Rent or any additional rent herein reserved, or payment with respect to taxes or insurance hereunder, or any other payment or reimbursement to Landlord required herein, within fifteen (15) days after receipt of written notice from Landlord for failure to pay such Rent.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act, as amended or under any similar law or statute of the United States of any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to yield up immediate possession of the Demised premises to Landlord upon termination of this Lease.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than provisions of subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 22) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

#### ARTICLE 23 REMEDIES

23.1 Upon the occurrence of any event of default as stated in Article 22 hereof, Landlord shall have the option to pursue any remedy at law or in equity, including, but not limited to, termination of this Lease, pursue legal means of entering upon and taking possession of the Demised Premises and evicting Tenant, accelerate and demand payment of all Base Rent, additional rent, and other charges due and payable hereunder over the term of this Lease. Landlord shall, however, have a duty to mitigate its damages and shall make every reasonable effort to relet the Demised Premises.

23.2 Tenant shall reimburse Landlord for any and all loses, fees, costs, expenses (including legal expenses or reasonable attorney's fees), and damages suffered by Landlord by reason of Landlord's reentry, removal and storage of Tenant's property.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default or Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

#### ARTICLE 24 EVENT OF DEFAULT BY LANDLORD

24.1 In the event of default by Landlord, Tenant shall have the option to any and all remedies available to it both legal and equitable. Landlord shall be responsible for all costs incurred by Tenant related to Landlord's breach of this Lease and/or Tenant's enforcement of this Lease including but not limited to all costs and attorney's fees.

#### ARTICLE 25 MISCELLANEOUS

25.1 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or early termination of the Lease, including, without limitation all payment obligations concerning the condition of the Demised Premises. Upon expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Demised Premises, Tenant shall restore the Demised Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the condition of the commencement date of this Lease, subject to normal wear and tear. In the event Tenant fails to do so, Landlord may complete such

restoration and Tenant shall pay to Landlord upon demand all amounts incurred in the restoration of the Demised Premises. Tenant shall also, upon vacating the Demised Premises, shall pay to Landlord the prorated amount of Tenant's obligations hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

25.2 In the event of a transfer by Landlord of its interests in the Demised Premises, Landlord shall be release from all obligations and liabilities under the terms of this Lease that accrue subsequent to transfer.

25.3 If any clause or provision of this Lease is illegal, invalid, or otherwise unenforceable under present or future laws effective during the term of this Lease, then in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it also is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.4 Landlord shall not be in default in the performance of its obligations hereunder unless and until Landlord shall have failed to perform such duties or obligations within thirty (30) days after receipt of written notice by Tenant to Landlord and to any mortgagee with a lien on the land or the building in which the Demised Premises are located, provided Tenant has been notified in writing of the name and address of such mortgagee. Notices to Landlord and its mortgagee may be given and cure period may run concurrently. All such notices must specify the specific nature of any failure to perform. Time is of the essence of this Lease.

25.5 Landlord and Tenant shall not be in default in the performance of any of their obligations hereunder unless and until either party shall have failed to perform such duties or obligations within thirty (30) days after written notice. Properly specifying wherein the defaulting party has failed to perform any such duty or obligation.

25.6 This Lease may not be recorded. Upon request and at the expense of Tenant, Landlord shall execute a memorandum of this Lease suitable for recording which shall omit the financial terms herein but which shall indentify the Demised Premises, "The Land" and the term of this Lease and shall contain such other information as required by law to constitute sufficient notice of this Lease. Upon the expiration of this Lease, a recorded memorandum of this Lease may be canceled of record by a document executed by Landlord, or its successors in interest for such purpose.

25.7 The parties agree that any dispute arising out of this agreement will be subject to the jurisdiction of the Court of Common Pleas of the State of South Carolina, County of Beaufort, and all provisions of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

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

LANDLORD:

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Probate appears on following page]

DRAFT

STATE OF SOUTH CAROLINA

)

)

PROBATE

COUNTY OF BEAUFORT

)

Personally appeared before me \_\_\_\_\_ who being duly sworn, states that s/he, saw the within named \_\_\_\_\_, sign, seal and as his act and deed, execute this written instrument; and that s/he with \_\_\_\_\_ (L.S.) witnessed the execution thereof.

SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

SANTA ELENA PROJECT FOUNDATION  
TENANT:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Probate appears on following page]

STATE OF SOUTH CAROLINA

)

)

PROBATE

COUNTY OF BEAUFORT

)

Personally appeared before me \_\_\_\_\_ who being duly sworn, states that s/he, saw the within named \_\_\_\_\_, sign, seal and as his act and deed, execute this written instrument; and that s/he with \_\_\_\_\_ (L.S.) witnessed the execution thereof.

SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_

DRAFT

# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Resolution Supporting MCAS Beaufort Outlying Field  
Date Submitted: March 9, 2015  
Submitted By: Jerry Stewart  
Venue: County Council Meeting

**RESOLUTION 2015 / 5**

**A RESOLUTION OF BEAUFORT COUNTY COUNCIL IN SUPPORT OF THE  
CREATION OF AN OUTLYING AIRFIELD FOR USE OF THE  
MARINE CORPS AIR STATION BEAUFORT**

**WHEREAS**, the Beaufort County Council recognizes that the Marine Corps Air Station (“MCAS”) Beaufort is an important asset to Beaufort County and serves as both an economic and employment resource for the community; and

**WHEREAS**, the MCAS Beaufort has expanded its mission to introduce F-35B pilot training; and

**WHEREAS**, such training operations allow U.S. Marine Corps pilots and crew fly in patterns as well as practice touch and go landing, thus simulating carrier landings and take offs; and

**WHEREAS**, the introduction of the U.S. Marine Corp F-35B aircraft and related training squadrons will increase the tempo of flights departing and landing at the MCAS Beaufort and during these practice runs, jet aircraft approach the runway and touch down, immediately taking off again, looping around the field to prepare for another landing and take-off multiple times during training events; and

**WHEREAS**, while performing the touch and go maneuvers, the practicing aircraft fly at low altitudes and at low speeds; and

**WHEREAS**, these flight operations produce increased noise for the local area where the operations take place and the use of an outlying airfield in a rural location would provide an alternative airfield for those operations and reduce the noise impact on Beaufort County.

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council, duly assembled, hereby supports the need for an outlying airfield for use by aircrew stationed at MCAS Beaufort to support day and night Field Carrier Landing Practice (FCLP) operations by the U.S. Marine Corps aircraft.

DONE this 9<sup>th</sup> of March, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

Topic: Resolution supporting the adoption of S.C. House Bill 3562 to allow a one-cent Local Option Sales Tax Revenue of which would be used to provide a credit against property taxes levied in the County for school operations

Date Submitted: March 9, 2015

Submitted By: Jerry Stewart

Venue: County Council Meeting

RESOLUTION 2015/3

A RESOLUTION OF BEAUFORT COUNTY COUNCIL SUPPORTING THE ADOPTION OF SOUTH CAROLINA HOUSE BILL 3562 TO ALLOW A ONE-CENT LOCAL OPTION SALES TAX THE REVENUE OF WHICH WOULD BE USED TO PROVIDE A CREDIT AGAINST PROPERTY TAXES LEVIED IN THE COUNTY FOR SCHOOL OPERATIONS.

WHEREAS, Members of the South Carolina General Assembly have introduced House Bill 3562, which, if enacted, would allow for a referendum on imposing a one-cent local option sales tax for property tax relief in the support of school operations;

WHEREAS, the effects of Act 388 have shifted an unsustainable burden for the support of school operations to commercial businesses and other 6% property owners that it is necessary to seek out alternative funding sources; and

WHEREAS, there are deficiencies in the current calculation of Tier-3 reimbursements that fail to take into account the growth that has occurred in 4% properties the effects of which can be mitigated financially through the adoption of House Bill 3562; and

WHEREAS, the implementation of the one-cent local sales tax for property tax relief related to school operations would help to relieve the ever-increasing tax burden on 6% property owners.

NOW, THEREFOR, BE IT RESOLVED by Beaufort County Council that it hereby expresses its support for the adoption of South Carolina House Bill 3562 to allow for a one-cent local option sales tax the revenue of which would be used to provide credit against property taxes levied within the County for school operations.

DONE this 9<sup>th</sup> of March, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

Topic: Resolution directing all appropriate funds in the possession of the Lowcountry Economic Alliance to the Beaufort County Human Services Alliance

Date Submitted: March 9, 2015

Submitted By: Jerry Stewart

Venue: County Council Meeting

**RESOLUTION 2015 / 4**

**A RESOLUTION OF BEAUFORT COUNTY COUNCIL DIRECTING ALL  
APPROPRIATED FUNDS IN THE POSSESSION OF THE  
LOWCOUNTRY ECONOMIC ALLIANCE TO THE  
BEAUFORT COUNTY HUMAN SERVICES ALLIANCE**

**WHEREAS**, Beaufort County has included an annual appropriation in its budget to the Lowcountry Economic Alliance for funding of economic development projects to benefit Beaufort County; and

**WHEREAS**, the Lowcountry Economic Alliance has been dissolved and is no longer in existence; and

**WHEREAS**, Beaufort County desires that all appropriated funds still in the possession of the Lowcountry Economic Alliance be distributed to Beaufort County Human Services Alliance and for such funds to serve as a credit against future appropriation amounts.

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council, duly assembled, does hereby authorize the Beaufort County Administrator to execute any and all documents to effectuate the transfer and management of such appropriated Lowcountry Economic Alliance funds to Beaufort County Human Services Alliance as well as any credits against any future appropriation amounts.

DONE this 9<sup>th</sup> of March, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Topic: Audit Results Summary  
Date Submitted: March 9, 2015  
Submitted By: Bonnie Cox  
Venue: County Council Meeting



# Beaufort County South Carolina

## *Beaufort County, South Carolina*

### Audit Results Summary

March 9, 2015

Bonnie Cox, Partner

Jessica Cawley, Senior Manager

1029 Greene Street  
Augusta, GA 30901

706.724.3557 (Tel.)  
706.724.1667 (Fax.)



# *Why we are here today*

- ▶ ***Required* Audit Communications**
- ▶ **Audit *Results***
- ▶ ***Recommendations* for the County**

# *Required Audit Communications*

- ▶ **Our Responsibility under U.S. Generally Accepted Auditing Standards**
  - Our responsibility is to express an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles
  - Consideration of internal control, no assurance provided
  - Overall outcome: Unmodified opinion, or “**clean**” opinion

# *Required Audit Communications...*

- ▶ We encountered **no significant difficulties** in dealing with management
  
- ▶ There were **no disagreements with management**
  
- ▶ **No transactions** entered into by the County during the year for which there is **a lack of authoritative guidance** or consensus
  
- ▶ Significant estimates include:
  - Depreciation of capital assets
  - Retirement plan benefits
  - Allowance for doubtful accounts

# *Required Audit Communications...*

## **Management Representations**

- We have obtained certain representations from management that were included in the management representation letter

## **Management Consultations with Other Independent Accountants**

- To our knowledge, there were no consultations with other independent accountants

# *Proposed Audit Adjustments*

## *Uncorrected*

- ▶ Only effects government-wide financial statements
- ▶ No effect on fund financial statements

- ▶ To record claims payable for settlement

<u>Financial Statement Line Item</u>	<u>Debit</u>	<u>Credit</u>
General government expenses	\$425,000	
Claims payable		\$425,000

- ▶ To capitalize remaining balance of a capital lease

<u>Financial Statement Line Item</u>	<u>Debit</u>	<u>Credit</u>
Construction in progress	\$2,148,794	
Public safety expenditures		\$2,148,794

- ▶ Effects determined to be immaterial by management

# *Proposed Audit Adjustments*

## *Corrected*

- ▶ To record accrual for health insurance premiums

<u>Financial Statement Line Item</u>	<u>Debit</u>	<u>Credit</u>
Employer Group Insurance	\$920,596	
Accounts Payable – General Fund		\$920,596

# *Required Audit Communications*

- ▶ **Our Responsibility under Government Auditing Standards**
  - **Internal Control over Financial Reporting and on Compliance with laws and regulations**
    - No material weaknesses noted
    - No instances of material noncompliance noted
  - **Compliance as Required by OMB Circular A-133**
    - No material weaknesses noted
    - Opinion on compliance – clean opinion

# OMB A-133 Compliance Results

## ▶ Internal Controls over Compliance

### ■ Summer Service Food Program for Children

- Significant Deficiencies
- Items 2014-01, 2014-02 and 2014-03
- The County does not have **proper procedures** in place to ensure:
  - Meal counts are reported correctly by site supervisors
  - Site supervisors are accounting for each meal delivered
  - Monitors are performing the required site visits and reviews



# *New Accounting Standards*

*FY 2015*

- ▶ **GASB 68** – *Accounting and Financial Reporting for Pensions*
  - Significantly changes pension accounting for accrual basis financial statements
  - No effect on governmental fund statements
  - Changes focus from income statement approach focused on annual required contributions and adequacy of funding required contributions
  - Additional information available at State retirement website
    - [www.retirement.sc.gov/gasb/resourcecenter.htm](http://www.retirement.sc.gov/gasb/resourcecenter.htm)

# *Recap – Audit results*

- ▶ Clean audit opinion
- ▶ Recommendations proactively implemented by management
- ▶ **Contact information, if needed**
  - Bonnie Cox – 706.421.1364 or [bcox@cbh.com](mailto:bcox@cbh.com)
  - Jessica Cawley – 706.421.1345 or [jcawley@cbh.com](mailto:jcawley@cbh.com)

Topic: Auditor's Signed Communication to Governing Body  
Date Submitted: March 9, 2015  
Submitted By: Cherry Bekaert  
Venue: County Council Meeting

To the Finance Committee of Beaufort County Council  
Beaufort County, South Carolina

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Beaufort County, South Carolina (the "County") for the year ended June 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

## **SIGNIFICANT AUDIT FINDINGS**

### **Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2014. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the County's financial statements was:

Management's estimate of the depreciation expense and accumulated depreciation is based on estimated useful lives of capital assets. We evaluated the key factors and assumptions used to develop the depreciation expense and accumulated depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for doubtful accounts is based on an analysis of the collectability of property tax and account receivables. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of other post-employment benefits is based on an analysis provided by a specialist. We evaluated the competence and capabilities and the assumptions used by the specialist in their analysis in determining that it is reasonable in relation to the financial statements as a whole.

The financial statement disclosures are neutral, consistent, and clear.

### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The schedule below summarizes uncorrected misstatement

**To the Finance Committee of Beaufort County Council**  
**Beaufort County, South Carolina**  
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of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

<b>Financial Statement Line Item</b>	<u>Debit</u>	<u>Credit</u>
General government expenses	\$425,000	
Claims Payable		\$425,000
Construction in progress	\$2,148,794	
Public safety expenditures		\$2,148,794

The following material misstatements detected as a result of audit procedures were corrected by management:

<b>Financial Statement Line Item</b>	<u>Debit</u>	<u>Credit</u>
Employer Group Insurance	\$920,596	
Accounts Payable – General Fund		\$920,596

**Disagreements with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

**Management Representations**

We have requested certain representations from management that are included in the management representation letter dated January 31, 2015.

**Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

**Other Audit Findings or Issues**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Other Matters**

With respect to the required supplementary information accompanying the financial statements, we have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

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With respect to the other supplementary information accompanying the financial statements, consisting of the major and nonmajor fund budgetary comparison schedules, combining and individual nonmajor fund financial statements, the schedule of fines and assessments, and the schedule of expenditures of federal awards, we have applied certain procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

**Restriction on Use**

This information is intended solely for the use of the Finance Committee of Beaufort County Council and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Chung Bekant LLP". The signature is written in a cursive, flowing style.

Augusta, Georgia  
January 31, 2015

Topic: Auditor's Signed Internal Control Letter  
Dated Submitted: March 9, 2015  
Submitted By: Cherry Bekaert  
Venue: County Council Meeting

To the Management of  
Beaufort County, South Carolina

In planning and performing our audit of the financial statements of Beaufort County, South Carolina (the "County") as of and for the year ended June 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified certain matters involving the internal control and other operational matters that are presented for your consideration. This letter does not affect our report dated January 31, 2015 on the County's financial statements. We will review the status of these comments during our next audit engagement. Our comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve the internal control or result in other operating efficiencies. We will be pleased to discuss these comments in further detail at your convenience, perform any additional study of these matters, or assist you in implementing the recommendations.

During our audit we became aware of a matter that creates an opportunity to strengthen internal controls over monitoring the County's fiscal operations. This item is listed below and summarizes our comments and suggestions regarding this matter:

- **Accounts Payable Cutoff:** During our audit procedures, we noted two instances in which invoices relating to goods received or services performed prior to the year-end date were not recorded in accounts payable and expenditures in the proper period. This situation, which led to two significant adjusting journal entries, caused material misstatements in the financial statements. We suggest that management implement additional procedures to ensure that the accounts payable is complete.
- **Annual Budget:** During our analytical procedures, it was noted that an annual budget was not established for each governmental fund. We recommend that the County establish a budget for each fund and monitor the budget throughout the fiscal year.

Additionally, during our audit we became aware of matters that are opportunities for strengthening internal controls over information technology. The items listed below summarize our comments and suggestions regarding these matters:

- **Access & Security Controls:** During our review of logical access controls, we noted that the County has not developed and documented a comprehensive information security policy. The current computer and information security acceptable usage policy does not define areas, such as: password requirements for the network and applications, remote access requirements, user account management, network security requirements (anti-virus, physical asset protection, firewall security), and incident response. We recommend the County enhance its information security policy to include these attributes.

- **Access & Security Controls:** During our review of the internal controls over information technology we noted that the County utilizes a shared domain administrator account between members of the MIS Department to perform administrative permissions within MUNIS. Additionally, a Manatron admin account is shared between the MIS Department and the County's third-party application support vendor. While the knowledge of this account may be limited and the password periodically changed, the use of shared accounts prevent accountability of user activity. We recommend the County implement separate accounts for users needing domain administrator or Manatron admin permissions to ensure all user actions are able to be tracked.

This communication is intended solely for the information and use of management, County Council, and others within the County, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Chung Bekant LLP". The signature is written in a cursive, flowing style.

Augusta, Georgia  
January 31, 2015

Topic: Magistrate Compensation  
Date Submitted: March 9, 2015  
Submitted By: Stu Rodman  
Venue: County Council Meeting

**Magistrate Compensation (Salaries in 000's - \$)**  
**(Excludes Reappointment Raises to be added Retrospectively)**  
**(Excludes \$3K State Supplement for Chief)**

**Magistrates**

94.2 - Horry  
90.0 - Richland  
89.2 - Charleston  
88.2 - Anderson  
86.6 - Ave (excluding Beaufort)  
85.6 - Dorchester  
83.4 - Oconee  
83.2 - Beaufort Proposed  
    • 61% of Circuit Court  
    • FY15 Budget  
80.0 - Spartanburg  
79.0 - Beaufort (58% of Circuit Court)

**Chief Magistrate**

108.0 - Spartanburg  
100.3 - Greenwood  
    97.9 - Ave (excluding Beaufort)  
    94.6 - Anderson  
    90.7 - Charleston  
87.2 - Beaufort Proposed (64% of Circuit)  
79.0 - Beaufort

**Beaufort County Judges**

136.2 - Circuit Court  
132.6 - Family Court  
123.2 - Master in Equity  
107.2 - Probate  
    79.0 - Magistrate (no State Supplement)