

AGENDA

**FINANCE
COMMITTEE**

2/4/2020

J. Elliott Summey, Chairman
Henry E. Darby
Jenny Costa Honeycutt
Anna B. Johnson
Brantley Moody
Teddie Pryor
A. Victor Rawl
Herb Sass
Dickie Schweers

**AGENDA
FINANCE COMMITTEE
February 4, 2020
6:30 PM**

1. MINUTES OF JANUARY 16 AND 21, 2020 - Request to Approve
2. JOE ENGEL RESOLUTION - Request to Adopt
3. KINSEY BORROW PIT EASEMENT/ROW - SC PUBLIC SERVICE AUTHORITY - Request to Approve
Tuten/Przybylowski
4. 1801 SHIPYARD CREEK RD - Request to Consider
Tuten/Dawson

1.

MINUTES

CHARLESTON COUNTY COUNCIL

MEMORANDUM

TO: Members of Finance Committee

FROM: Kristen Salisbury, Clerk of Council

DATE: January 23, 2020

SUBJECT: Finance Committee Minutes

At the Finance Committee meeting of February 4, 2020, the draft minutes of the January 16 and 21, 2020 Finance Committee meetings will be presented for approval.

2.

**JOE ENGEL
RESOLUTION**



**A RESOLUTION
OF CHARLESTON COUNTY COUNCIL**
Honoring Holocaust Survivor Joe Engel

WHEREAS, from time to time **Charleston County Council** has the privilege of recognizing individuals in this community who exemplify commitment, determination, dedication, and excellence; **and**,

WHEREAS, since 1994, **Joe Engel** has fulfilled a promise to himself that he would repeat his story to ensure that people would never forget. To that end, he has maintained a daily habit of walking to the Charleston Battery where he takes a walk for exercise and then perches on a bench with a sign around his neck, "Holocaust Survivor" and meets people from around the world, drawn to him by his sign. When they stop to talk to him, he tells them a story they never will forget; **and**,

WHEREAS, **Joe Engel** was born in Poland in 1927 where he grew up in a large and loving home in a farming-community town about twenty miles from the Polish capital of Warsaw; **and**,

WHEREAS, after the German Army defeated the inferior Polish forces during World War II, Mr. Engel's town became a ghetto where residents were given barely enough food to survive, no medical care, and groups were soon loaded onto cattle cars and transported to German concentration camps. His parents were sent in the first group, and he never saw them again; **and**,

WHEREAS, in 1942, the Nazis sent a 14-year-old **Joe Engel** with two of his brothers and a sister to the infamous Birkenau Concentration Camp where the brothers were separated from their sister. Prisoners were lined up, had their clothing removed and replaced with prison uniforms, their hair cut, and numbers tattooed on their arms. They soon became aware of huge gas chambers being built. Prisoners died from beatings, starvation, disease, and gassing; **and**,

WHEREAS, later that same year, **Joe Engel** was sent to the notorious Auschwitz camp to learn bricklaying; **and**,

WHEREAS, three years later, the retreating and soon-to-be-defeated Germans began moving surviving inmates deeper into Germany, without food or water in cattle cars with no roofs and **Joe Engel** escaped by climbing up the wall of the car and jumping into the snow where he buried himself; **and**,

WHEREAS, following his daring escape, **Joe Engel** was fed by some railroad workers who did not realize he was Jewish and he eventually found and joined an underground resistance group of some two hundred people that moved in small groups destroying police stations and bombing munition trains and trucks as the war ground to a halt; **and**,

WHEREAS, Joe Engel was liberated by the Russian Army, held in a displaced-persons camp in Germany, and later returned to Poland where he learned that two of his brothers had survived, as well as his sister who was living in Belgium. Through a refugee agency, he made contact with an aunt in the United States, who provided an affidavit allowing him to immigrate in the late 1940s; **and,**

WHEREAS, Joe Engel settled in Charleston where he opened a dry-cleaning business which he operated for thirty-six years; **and,**

WHEREAS, in Charleston **Joe Engel** became a community leader, teacher, and philanthropist, speaking regularly in local schools and community events about his Holocaust experience.

NOW, THEREFORE, BE IT RESOLVED that to mark the 75th anniversary of the liberation of Auschwitz, **Charleston County Council** does recognize and honor Joe Engel, Holocaust survivor and community leader, for his role in helping the world to remember.

CHARLESTON COUNTY COUNCIL

J. Elliott Summey, Chairman
February 4, 2020

3.

**KINSEY
BORROW PIT
RIGHT OF WAY
EASEMENT**

COMMITTEE AGENDA ITEM

TO: BILL TUTEN, CHIEF OF STAFF/ACTING COUNTY ADMINISTRATOR

FROM: TIMOTHY PRZYBYLOWSKI DEPT. *Facilities*

SUBJECT: SOUTH CAROLINA PUBLIC SERVICE AUTHORITY RIGHT OF WAY EASEMENT

REQUEST: AUTHORIZE SALE OF PERPETUAL RIGHT OF WAY AND EASEMENT RIGHTS AND APPROPRIATE FUNDS TO INSTALL SAFETY FENCING ALONG THE RIGHT OF WAY AREA

COMMITTEE OF COUNCIL: FINANCE **DATE:** January 30, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted
Legal Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>Am G B</i></u>
Procurement/Contracts	<input type="checkbox"/>	<input type="checkbox"/>	_____
Zoning Regulations / Comp. Plan Compliance	<input type="checkbox"/>	<input type="checkbox"/>	_____
Community Services	<input type="checkbox"/>	<input type="checkbox"/>	_____
Grants Auditor	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other: Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>Steven L. Thorp</i></u>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	_____

FUNDING: Was funding previously approved? yes no n/a

If yes, provide the following:	Org.	Object	Balance in Account	Amount needed for item

NEED: Identify any critical time constraint.

BUDGET OFFICER SIGNATURE: *Paul Hilde*

Fiscal impact: Proceeds would be placed in the Capital Proceeds Fund with some of the proceeds utilized for safety fencing.

**CHIEF OF STAFF/
ACTING COUNTY ADMINISTRATOR'S SIGNATURE:** *William P. Tutten*

ORIGINATING OFFICE PLEASE NOTE:
DUE DATE TO ADMINISTRATOR'S OFFICE IS 5:00 P.M. ON TUESDAY OF THE WEEK PRECEDING THE COMMITTEE MEETING.

SITUATION

Santee Cooper is in the process of building a new 115 kV transmission line to serve the increasing load demands on Johns Island. Charleston County owns a parcel of land at 1227 Michelle Lane that borders an existing transmission line right of way, and the new 50ft easement would be located adjacent to the existing easement. The easement area requested is approximately 1.396 acres (60,828 sf) of the County's bordering 63.17 acre property.

Santee Cooper (d/b/a South Carolina Public Service Authority) has agreed to pay the County Fifty-Nine Thousand Eight Hundred and Fifty Dollars (\$59,850) for the easement. This fee includes the price of the easement (\$35,920), compensation to the County for the installation of fencing along the right of way as agreed between Public Works and Santee Cooper to mitigate potential risk (\$18,930), and an additional \$5,000 to compensate the County for any potential stumping and ground work needed for the fence installation to be performed by Public Works.

The easement is on the South Carolina Public Service Authority form and is standard transmission easement terms.

Public Works currently operates on the parcel and confirmed they do not currently use, nor have plans to use the portion of land requested by South Carolina Public Service Authority.

ACTION REQUESTED OF COUNCIL

Approve Department Head Recommendation.

DEPARTMENT HEAD RECOMMENDATION

Authorize the sale of perpetual right of way and variable width easement rights to South Carolina Public Service Authority on County parcel TMS 280-00-00-013, as depicted on Exhibit A to the Agreement.

Authorize Chairman of Council to execute Right of Way and Easement Agreement with South Carolina Public Service Authority. Proceeds from the sale of the right of way and easement rights to be deposited in the Capital Proceeds Fund.

Appropriate \$23,930 from the sale proceeds for safety fencing to be installed along the right of way area after all 115 kV transmission line work and tree removal work has been completed by Santee Cooper.

All documents to be reviewed by the Legal Office.

STATE OF SOUTH CAROLINA)		TMS #: 280-00-00-013
)		LINE NAME: JOHNS ISLAND -
COUNTY OF <u>CHARLESTON</u>)	RIGHT-OF-WAY AND EASEMENT	QUEENSBORO EASEMENT NO. JI-Q-12 AUTHORITY DRAWING NO.: 6671-B02-5009

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor(s) CHARLESTON COUNTY, for and in consideration of the premises and the payment hereinafter provided by the SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, the sufficiency of which is hereby acknowledged, hereby grants to the SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (hereinafter referred to as the Authority), its successors and assigns a perpetual Right-of-Way and Easement varying in width, to be located by the Authority upon, over, under and across lands of the Grantor(s) situated in Charleston County, South Carolina, more fully described in Deed Book R090 at Page 236, in Deed Book C89 at Page 072, and in Deed Book P117 at Page 004 in the Office of the Charleston County Register of Deeds.

Said Easement is more fully shown and depicted on Authority Drawing No. 6671-B02-5009 and is to be recorded simultaneously herewith. Said drawing is attached as Exhibit "A". The total consideration includes payment for timber within the right-of-way and danger trees to be paid for the rights granted whether granted by this or separate similar instruments; said consideration is to be divided among parties granting these rights.

THIS EASEMENT bestows the following rights upon the Authority for any and all purposes as set forth in the Easement and for any and all purposes for which energy, power and communications are now or may hereafter be used:

The right to construct, maintain, operate, allocate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground connectors and lightning protective wires, guys, push braces and other accessory apparatus and equipment deemed by the Authority to be necessary thereof, and the right to construct, maintain, operate, allocate, replace and alter thereon or thereunder communications lines, wires cables and other accessory apparatus and equipment; and also the right to construct, maintain, operate, allocate, replace, and alter thereon and thereunder, a line or lines of pipe to be buried to such depth so that it will not interfere with ordinary cultivation of said land, with valves, tie-overs, and appurtenant facilities, for transportation of substances which can be transported through a pipeline;

Together also with the right from time to time to redesign, rebuild, or alter said lines and to install such additional lines, apparatus and equipment as the Authority may at any time deem necessary, and the right to remove any line or any part thereof;

And also, the right to clear and keep clear all structures, buildings, wells, pumphouses, fire hazards, trees, brush, treetops and other obstructions on said right-of-way as well as such trees ("danger trees") beyond the same as in the judgment of the Authority may interfere with or endanger said lines or appurtenances as erected;

Together with all rights and privileges incident to the use and enjoyment thereof, and the rights of ingress and egress and entry upon Grantor(s)'s lands for all of the purposes aforesaid.

The Grantor(s) agrees that they will not, without the written permission of the Authority, erect any well, building or structure on, place or store any materials, containers or vehicles on, or grade, excavate, fill or flood said right-of-way in any manner which, in the opinion of the Authority, may interfere with the exercise of the rights and/or easement herein granted, or any of them, or which may create a hazard.

The Grantor(s) agrees that all structures and facilities placed on said right-of-way by the Authority shall remain the property of the Authority, removable at its option.

Without additional payment the Authority shall have the right to reject and abandon this Agreement without entering on said lands for the purposes of construction.

The Authority will pay to the Grantor(s) the sum of Fifty-Nine Thousand Eight Hundred Fifty and 00/100 Dollars (\$59,850.00) within one hundred twenty (120) days from the date of this Agreement in full payment for the rights granted herein.

TO HAVE AND TO HOLD, all and singular, the rights, privileges, and easement aforesaid unto the said South Carolina Public Service Authority, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor(s) has duly executed this Agreement the _____ day of

_____, 2019.

Charleston County

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF _____

I, _____, the undersigned Notary Public, do certify that
_____, as _____ of the Charleston County, personally
appeared before me and having satisfactorily proven to be the person whose name is subscribed above, has
acknowledged the due execution of the within easement.

Witness my official seal this _____ day of
_____, 2019.

Signature of Notary Public

Print Name of Notary Public
Notary Public for South Carolina

My Commission Expires: _____

4.

**1801 SHIPYARD
CREEK ROAD**

CHARLESTON COUNTY COUNCIL

MEMORANDUM

TO: Members of Finance Committee

FROM: Kristen Salisbury, Clerk of Council

DATE: February 3, 2020

SUBJECT: 1801 Shipyard Creek Rd

At the Finance Committee meeting of February 4, 2020, there will be a need for an Executive Session. The County Attorney will brief the Committee regarding a potential claim and settlement regarding this property.